



**City Council  
Regular Meeting Agenda**

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

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Monday, May 16, 2022

Live Stream at  
<https://www.burlesontx.com/880/Streaming-Video>

Council Chambers

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**5:30 P.M. REGULAR SESSION**

1. **CALL TO ORDER**

Invocation - Kim Kimble, founder of Hope Encounter ministries of North Texas.

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

- Proclamation recognizing May, 2022 as Neurofibromatosis Awareness Month in the City of Burleson. *(Recipients: Macy Ball and Denver Wakin)*
- Proclamation recognizing May 15-22, 2022 as National Public Works Week in the City of Burleson. *(Recipient: Eric Oscarson, Director of Public Works)*
- Proclamation recognizing May 15-22, 2022 as Emergency Medical Services Week in the City of Burleson. *(Recipient: KT Freeman, Fire Chief)*

B. Presentations

C. Community Interest Items

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

- expressions 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A. Items to be continued or withdrawn.

- B. Items to be withdrawn from Consent Agenda for separate discussion or items to be added to the Consent Agenda.

4. **CITIZEN APPEARANCES**

Other than public hearings and items listed on the posted agenda, citizens in attendance who desire to speak to City Council may speak during this section.

Speakers in attendance: Each person will be allowed three (3) minutes to speak and will not be interrupted by City Council or staff. If you would like to speak, please fill out a speaker card and give the completed card to the City Secretary prior to addressing City Council.

Speakers not in attendance: Each person must fill out an online speaker card. Online speaker cards will be for items posted on the agenda only and must be submitted 30 minutes prior to the posted start time of the meeting. Online speaker cards will be read aloud by the City Secretary at the time the item is presented. Online speaker cards can be found on the city's website, [www.burlesontx.com](http://www.burlesontx.com) on the [agenda/notices page](#).

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.

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 unless a Councilmember or citizen so requests, in which event the item will be removed from the consent agenda and considered in its normal sequence. Approval of the consent agenda authorizes the City Manager to implement each item in accordance with staff recommendations.

- A. Consider approval of the city council minutes from the May 2, 2022 special work session meeting and regular meeting. *(Staff Contact: Amanda Campos, City Secretary)*

**Attachments**

Department Memo

05.02.2022 Special Work Session Minutes

05.02.2022 Regular Meeting Minutes

- B. Consider approval of a minute order appointing voting membership of the Mayor's Youth Council to serve terms commencing June 1, 2022. *(Staff Contact: Amanda Campos, City Secretary)*

**Attachments**

Department Memo

- C. Replat of Whispering Meadows, Lot 25R, addressed as 8304 Whispering Meadows Road, located directly southeast of Whispering Meadows Road. (Case 22-025) *(Staff Contact: Tony McIlwain, Director of Development Services) (The Planning and Zoning Commission recommended approval by unanimous vote)*

**Attachments**



Department Memo  
Location Map  
Replat

- D. Consider approval of a minute order appointing Dr. John K. Griswell, M.D., to a two-year term beginning April 4, 2022, as health authority designee to serve in the absence or incapacity of Dr. Steve Martin and administer state and local laws relating to public health in the City in accordance with Chapter 121 of the Texas Health Code. *(Staff Contact: K.T. Freeman, Fire Chief)*

**Attachments**

Department Memo  
DSHS Appointment Documents

- E. Consider approval of an ordinance appointing Terri Wilson, as Associate Municipal Court Judge for the Burleson Municipal Court of Record for a term of two years, expiring on February 4, 2024. (Final Reading) *(Staff Contact: Amanda Campos, City Secretary)*

**Attachments**

Department Memo  
Proposed Ordinance  
Contract

- F. Consider approval of a minute order to formally reject bids for ITB 2022 - 008 for a Pipe & Appurtenance contract. *(Staff Contact: Eric Oscarson, Public Works Director)*

**Attachments**

Department Memo  
Staff Presentation

- G. Consider approval of a resolution increasing the reimbursement amount to R.A. Development, Ltd., for sewer construction costs pursuant to an existing Chapter 380 and Economic Development and Performance Agreement in an amount not to exceed \$200,000. *(Staff Contact: Eric Oscarson, Public Works Director)*

**Attachments**

Department Memo  
Staff Presentation  
Change Orders  
Proposed Resolution

6. **DEVELOPMENT APPLICATIONS**

- A. **8304 Whispering Meadows Rd, Lot 25R, of Whispering Meadows (Case 22-035):** Hold a public hearing and consider approval of 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 2.9 acres of land, addressed as 8304 Whispering Meadows Rd, known as lot Lot 25R, being a portion of Lot 25, Whispering Meadows an addition to Johnson County, Texas, from A, Agricultural to SFE, Single-family Estate, 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 Presenter: Tony McIlwain, Director of Development Services) (The Planning and Zoning Commission recommended approval unanimously)*

**Attachments**

Department Memo  
Staff Presentation  
Draft Ordinance  
Narrative

- B. **Ordinance Amendments to Code of Ordinances Appendix A - Subdivision and Development (Case 21-099):** Consider approval of an ordinance amending the Burleson Code of Ordinances as found in Appendix A (Subdivision and Development), Article 1 (General Provisions), Article 2 (Platting Policies), Article 3 (Plat Requirements), Article 4 (Community Facilities Policy, and Article 9 (Appendices - Community Facilities Contract) for the purpose of modifying platting approval authority, modifying the final plat and replat policies, designating the planning and zoning commission as the approval body for final plats and replats within the city limits, and amending the form community services contract. *(First Reading) (Staff Presenter: Tony McIlwain, Director of Development Services)*

**Attachments**

Department Memo  
Staff Presentation  
Draft Ordinance  
Redline Platting Policies  
redline CFC Contract  
Exhibit A \_CFC Policy Article  
Exhibit B CFC Contract

- C. **AACA Parts and Supplies located at 118 NW Hillery St (Case 21-141):** Consider a Commercial Site Plan with associated waivers to the Old Town Design Standards, Masonry Construction Standards and the Design Standards Manual for an HVAC business expansion. *(Staff Presenter: Tony McIlwain, Director of Development Services) (Planning and Zoning Commission recommended approval by a unanimous vote)*

**Attachments**

Department Memo  
Staff Presentation  
Site Plan  
SACC Narrative

7. **GENERAL**

- A. Consider approval of a cost sharing agreement with Jackson Shaw for pre-development services at 555 and 295 Hidden Creek Boulevard not to exceed \$179,312.50 and authorizing the City Manager to execute documents associated with the pre-development services. *(Staff Presenter: Alex Philips, Economic Development Director)*

**Attachments**

Department Memo  
Staff Presentation  
Agreement  
Pre-Development Budget  
Community Engagement Timeline  
Form 1295

- B. Consider approval of an interlocal agreement with the City of Cleburne for regional transportation services known as CleTran in the amount not to exceed \$216,125 for five years. *(Staff Presenter: Eric Oscarson, Public Works Director)*

**Attachments**

Department Memo  
Staff Presentation  
Interlocal Agreement

- C. Consider approval of a resolution to request that the Regional Transportation Council place the City of Burleson in a City-only Membership Cluster. *(Staff Presenter: Tommy Ludwig, Deputy City Manager)*

**Attachments**

Department Memo  
Staff Presentation  
Resolution

- D. Consider approval of a resolution authorizing the Texas Coalition for Affordable Power to negotiate an electric supply agreement effective January 1, 2023, on the City's behalf and authorize the City Manager to execute the subsequent contract. *(Staff Presenter: Justin Scharnhorst, Purchasing Manager)*

**Attachments**

Department Memo  
Staff Presentation  
Resolution  
Professional Services Agreement

- E. Consider approval of an ordinance canvassing the May 7, 2022 Special Bond Election.(First and Final Reading) *(Staff Presenter: Amanda Campos, City Secretary)*

**Attachments**

Department Memo

Ordinance

8. **REPORTS AND PRESENTATIONS**

- A. Receive a report, hold a discussion, and give staff direction regarding the Water and Wastewater Masterplan. *(Staff Presenter: Eric Oscarson, Public Works Director)*

**Attachments**

Department Memo  
Presentation

- B. Receive a report, hold a discussion, and give staff direction regarding outdoor kiosk signage. *(Staff Presenter: DeAnna Phillips, Community Services Director)*

**Attachments**

Staff Memo  
Staff Presentation

- C. Receive a report, hold a discussion, and give staff direction regarding an update on the financial overview of the General Debt Service Fund, and receive any additional direction from City Council regarding the annual budget for fiscal year 2022-2023. *(Staff Presenter: Martin Avila, Finance Director)*

**Attachments**

dept memo debt overview 5.16.2022  
Staff Presentation

- D. Receive a report, hold a discussion, and give staff direction regarding an operational overview and proposed FY22-23 budget for the Burleson Fire Department. *(Staff Presenter, K.T. Freeman, Fire Chief)*

**Attachments**

Memo  
Strategic Overview Presentation

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

10. **RECESS INTO EXECUTIVE SESSION**

Pursuant to Section 551.071, Texas Government Code, the Council reserves the right to convene in Executive Session(s), from time to time as deemed necessary during this meeting for any posted agenda item, to receive advice from its attorney as permitted by law.

**A. Pending or Contemplated Litigation or to Seek the Advice of the City Attorney Pursuant to Section 551.071**

- Land use, design standards, and density in the City's transit-oriented development district

**B. Discussion Regarding Possible Purchase, Exchange, Lease, or Value of Real Property Pursuant to Section 551.072**

- Discuss and receive direction on certain parcels of real property for municipal purposes where deliberation in open session would have a detrimental effect on the position of negotiations with third parties
- 921 S Burleson Blvd in Burleson, Johnson County, Texas
- C. **Deliberation regarding a negotiated contract for a prospective gift or donation to the state or the governmental body Pursuant to Section 551.073**
- D. **Personnel Matters Pursuant to Section 551.074**
- E. **Deliberation regarding (1) the deployment, or specific occasions for implementation of security personnel or devices; or (2) a security audit Pursuant to Sec. 551.076**
- F. **Deliberation Regarding Commercial or Financial Information Received from or the Offer of a Financial or Other Incentive made to a Business Prospect Seeking to Locate, Stay or Expand in or Near the Territory of the City and with which the City is conducting Economic Development Negotiations Pursuant to Section 551.087**
  - Hyder Ranch
  - Project Beacon
- G. **Pursuant to Sec. 418.183(f), deliberation of information related to managing emergencies and disasters including those caused by terroristic acts (must be tape recorded)**

### CERTIFICATE

I hereby certify that the above agenda was posted on this the **11th of May 2022, by 5:00 p.m.**, on the official bulletin board at the Burleson City Hall, 141 W. Renfro, Burleson, Texas.

*Amanda Campos*

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 of Burleson

### City Council

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

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### AGENDA INFORMATION SHEET

**DEPARTMENT:** City Secretary Office

**DATE:** 05/16/2022

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#### SUBJECT

Consider approval of the city council minutes from the May 2, 2022 special work session meeting and regular meeting. *(Staff Contact: Amanda Campos, City Secretary)*

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#### Attachments

Department Memo

05.02.2022 Special Work Session Minutes

05.02.2022 Regular Meeting Minutes

#### Respectfully submitted:

Amanda Campos, TRMC

City Secretary

817-426-9665 | [acampos@burlesontx.com](mailto:acampos@burlesontx.com)

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**DEPARTMENT MEMO**

**DEPARTMENT:** City Secretary's Office  
**FROM:** Amanda Campos, City Secretary  
**MEETING:** May 16, 2022

**SUBJECT:**

Consider approval of the city council minutes from the May 2, 2022 special work session meeting and regular council meeting. *(Staff Contact: Amanda Campos, City Secretary)*

**SUMMARY:**

The City Council duly and legally met on May 2, 2022 special work session meeting and regular council meeting.

**OPTIONS:**

Council may approve the minutes as presented or approve with amendments

**RECOMMENDATION:**

Approval

**FISCAL IMPACT:**

N/A

**STAFF CONTACT:**

Name: Amanda Campos, TRMC  
Department: City Secretary's Office  
Email: [acampos@burlesontx.com](mailto:acampos@burlesontx.com)  
Phone: 817-429-9665



**BURLESON CITY COUNCIL SPECIAL WORK SESSION MEETING**  
**May 2, 2022**  
**DRAFT MINUTES**

**ROLL CALL**

Council present:  
Victoria Johnson

Jimmy Stanford  
Chris Fletcher  
Tamara Payne  
Dan McClendon  
Ronnie Johnson

Council Absent:  
  
Rick Green

Staff present  
Bryan Langley, City Manager  
Amanda Campos, City Secretary  
Allen Taylor, City Attorney  
Matt Ribitzki, Deputy City Attorney

**1. CALL TO ORDER – 3:00 PM**

**2. REPORTS AND PRESENTATIONS**

**A. Receive a report, hold a discussion, and give staff direction on SH 174 Access Management. (Staff Presenter: Eric Oscarson, Director of Public Works)**

Eric Oscarson, Director of Public Works, presented a report on SH 174 Access Management.

**B. Receive a report, hold a discussion, and give staff direction regarding an operational overview and proposed FY22-23 budget for the Community Services Department. (Staff Presenter: DeAnna Phillips, Director of Community Services)**

DeAnna Phillips, Director of Community Services, presented an operational overview and proposed FY 22-23 budget for Community Services Department.

**C. Receive a report, hold a discussion, and give staff direction regarding an operational overview and proposed FY22-23 budget for the Development Services Department. (Staff Presenter: Tony McIlwain, Development Services Director)**

Tony McIlwain, Director of Development Services, presented an operational overview and proposed FY 22-23 budget for Development Services Director.

**D. Receive a report, hold a discussion, and provide staff direction regarding proposed modifications to the park land dedication fee structure and ordinance. (Staff Presenter: Jen Basham, Parks and Recreation Director)**

Jen Basham, Director of Parks and Recreation, presented proposed modification to the park land dedication fee structure and ordinance.

### **ADJOURNMENT**

Motion made by Dan McClendon and Ronnie Johnson to adjourn.

Mayor Fletcher adjourned the meeting at 4:47 p.m.

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Amanda Campos  
City Secretary

# BURLESON CITY COUNCIL REGULAR MEETING

May 2, 2022  
DRAFT MINUTES

## ROLL CALL

### Council present:

Victoria Johnson

Jimmy Stanford

Chris Fletcher

Dan McClendon

Ronnie Johnson

### Council Absent:

Rick Green

Tamara Payne

### Staff present

Bryan Langley, City Manager

Amanda Campos, City Secretary

Monica Solko, Deputy City Secretary

Allen Taylor, City Attorney

Matt Ribitzki, Deputy City Attorney

## 1. **CALL TO ORDER – 5:31 PM**

Invocation – Jane Burton, Next Step Women’s Center.

Pledge of Allegiance to the US Flag

Texas Pledge

## 2. **PUBLIC PRESENTATIONS**

### **A. Proclamations**

- Public Service Recognition Week, May 1-7, 2022 (Recipient: Rick DeOrdio, Human Resources Director; Employee Benefits Committee)

### **B. Presentations**

- Presentation of the State of the City Video.(Staff Presenter: Amanda Campos, City Secretary)

### **C. Community Interest Items**

- Thank you to the volunteers and Norwood Elementary students for helping plant trees for Arbor day at Clark Park
- Join us on Saturday, May 14 for the city’s Trash Bash event
- Acknowledge Small Business Week

## 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 item 7A

Motion made by Jimmy Stanford and seconded by Dan McClendon to add item 7A to the consent agenda.

Motion passes 5-0-2, with Rick Green and Tamara Payne absent.

4. **CITIZEN APPEARANCES**

- None.

5. **CONSENT AGENDA**

A. **Minutes from the April 18, 2022 regular meeting and April 21, 2022 special meeting. (Staff Contact: Amanda Campos, City Secretary).**

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

Motion passed 5-0-2, with Rick Green and Tamara Payne absent.

B. **Replat of Tantarra Estates, Lots 21R1 and 21R2, Block 1, addressed as 9821 Tantarra Drive, located on the southeast side of Tantarra Drive. (Case 21-161) (Staff Contact: Tony McIlwain, Director of Development Services) (The Planning and Zoning Commission recommended approval by unanimous vote)).**

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

Motion passed 5-0-2, with Rick Green and Tamara Payne absent.

C. **CSO#2055-05-2022, ordinance amending Chapter 78, sections 78-41 “definitions” by adding and amending definitions, 78-42 “stopping, standing, or parking prohibited in certain places” by modifying the maximum parking time of certain vehicles in residential and non-residential districts, 78-46 “storing motor vehicles on public streets prohibited” by modifying the prohibition of storing vehicles on public streets, 78-47 “unauthorized parking on certain public property prohibited” by making grammatical edits, and 78-51 “citation; towing; evidence” by clarifying the removal of a vehicle. (Final Reading) (Staff Contact: Billy Cordell, Chief of Police)**

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

Motion passed 5-0-2, with Rick Green and Tamara Payne absent.

7. **GENERAL (MOVED)**

A. **An ordinance appointing Terri Wilson, as Associate Municipal Court Judge for the Burleson Municipal Court of Record for a term of two years, expiring on February 4, 2024. (First Reading) (Staff Presenter: Amanda Campos, City Secretary) MOVED TO CONSENT**

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

Motion passed 5-0-2, with Rick Green and Tamara Payne absent.

6. **DEVELOPMENT APPLICATIONS**

- A. **Commercial site plan amendment with a waiver to section 132-115; Accessory building and structure yard regulations; pertaining to a covered parking and loading area in the front yard of a commercial site, Target located at 200 NW John Jones DR (Case 22-031): Hold a public hearing and consider approval of a (*Staff Presenter: Tony McIlwain, Director of Development Services*) (*Planning and Zoning Commission recommended approval by a unanimous vote.*)**

Tony McIlwain, Director of Development Services, presented Case 22-031 to the city council.

Mayor Fletcher opened the public hearing. **Time: 5:59 p.m.**

Bonnie Newton, 205 Cedar Lane, came forward to ask about lighting for safety on the structure.

Mayor Fletcher closed the public hearing. **Time: 6:00 p.m.**

Motion made by Dan McClendon and seconded by Ronnie Johnson to approve with canopy to cover only the parking stalls.

Motion passed 5-0-2, with Rick Green and Tamara Payne absent.

- B. **CSO#2056-05-2022, ordinance for voluntary annexation of approximately 44.36 acres tract of land out of the Ira Clemons survey described in the deed recorded in document No. 2016-8589, Johnson County, Texas (D.R.J.C.T), located in the exclusive Extraterritorial Jurisdiction (ETJ) of the City of Burleson, related to a previously approved development agreement, 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 and effective date, located at 2301 S Burleson Blvd, North Texas Jellystone Park, Voluntary Annexation (Case 22-008) (First and Final Reading) (*Staff Presenter: Tony McIlwain, Development Services Director*)**

Tony McIlwain, Director of Development Services presented Case 22-008 to the city council.

Mayor Fletcher opened the public hearing for Case 22-008. **Time: 6:06 p.m.**

Ricky Marshall, 220 Live Oak Lane, came forward with concerns of being annexed by the city.

Bonnie Newton, 205 Cedar Lane, came forward with concerns regarding regulations on lighting, noise and the small entrance or exit off of FM 602.

Staff and attorney answered questions.

Flex Wang, the applicant, 2604 Aberdeen Drive, Arlington, came forward to address questions by Council.

Mayor Fletcher closed the public hearing for Case 22-008. **Time: 6:19 p.m.**

Motion made by Jimmy Stanford and seconded by Ronnie Johnson to approve Case 22-008.

Motion passed 5-0-2, with Rick Green and Tamara Payne absent.

- C. CSO#2057-05-2022, 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 44.36 acres from defaulted "A", Agriculture to "PD", Planned Development District, making this ordinance cumulative of prior ordinances, providing a severability clause; providing a penalty clause, and providing for an effective, date located at 2301 S. Burleson Boulevard, North Texas Jellystone Park (Case 22-024) (First and Final Reading) (Staff Presenter: Tony McIlwain, Director of Development Services) (The Planning and Zoning Commission recommended approval unanimously)**

Tony McIlwain, Director of Development Services presented Case 22-024 to the city council.

Mayor Fletcher opened the public hearing for Case 22-024. **Time: 6:26 p.m.**

Bonnie Newton, 205 Cedar Lane, came forward with concerns of privacy if a zip line were built that would run across the neighborhood backyards.

The following came forward requesting a fence be constructed between the park and the neighborhood:

- Cecilia Marshal, 220 Live Oak Lane
- Bonnie Newton, 205 Cedar Lane
- Ricky Marshal, 220 Live Oak Lane

Staff and the attorney answered questions.

Flex Wang, the applicant, 2604 Aberdeen Drive, Arlington, came forward to address the questions on fencing and stated that the owner preferred a more natural landscape rather than a fence.

Mayor Fletcher closed the public hearing for Case 22-024. **Time 6:58 p.m.**

Motion made by Jimmy Stanford and seconded by Victoria Johnson to approve Case 22-024 with a 6 ft. fence along the seven (7) lots on Live Oak Lane that constitutes the boundary of the Jellystone Park.

Motion passed 5-0-2, with Rick Green and Tamara Payne absent.

## **7. GENERAL**

- A. ~~Consider approval of an ordinance appointing Terri Wilson, as Associate Municipal Court Judge for the Burleson Municipal Court of Record for a term of~~**

~~two years, expiring on February 4, 2024. (First Reading) (Staff Presenter: Amanda Campos, City Secretary) MOVED~~

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

- B. CSO#2058-05-2022, contract with Steele & Freeman, Inc. for the purchase and installation of Bid Pack 1 of 2 (structural and architectural items), for the construction of a new Parks Maintenance building for guaranteed maximum price (GMP) of \$1,154,297. (Staff Presenter: Jen Basham, Director of Parks and Recreation)**

Jen Basham, Director of Parks and Recreation, presented a contract with Steele & Freeman, Inc. to the City Council.

Motion made by Victoria Johnson and seconded by Jimmy Stanford to approve upon final approval from the City Attorney.

Motion passed 5-0-2, with Rick Green and Tamara Payne absent.

**8. REPORTS AND PRESENTATIONS**

- A. Receive a report, hold a discussion, and provide staff direction regarding proposed modifications to the park land dedication fee structure and ordinance. (Staff Presenter: Jen Basham, Parks and Recreation Director)**

*Item was not needed as it was discussed during work session.*

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

- None at this time.

**9. RECESS INTO EXECUTIVE SESSION**

Pursuant to Section 551.071, Texas Government Code, the Council reserves the right to convene in Executive Session(s), from time to time as deemed necessary during this meeting for any posted agenda item, to receive advice from its attorney as permitted by law.

- A. Pending or Contemplated Litigation or to Seek the Advice of the City Attorney Pursuant to Section 551.071**

- Land use, design standards, and density in the City's transit-oriented development district

- B. Discussion Regarding Possible Purchase, Exchange, Lease, or Value of Real Property Pursuant to Section 551.072**

- Discuss and receive direction on certain parcels of real property for municipal purposes where deliberation in open session would have a detrimental effect on the position of negotiations with third parties
- 124 NW Magnolia St (also known as 124 SW Haskew St), in Burleson, Johnson County, Texas

- C. Deliberation regarding a negotiated contract for a prospective gift or donation to the state or the governmental body Pursuant to Section 551.073**

- D. Personnel Matters Pursuant to Section 551.074 Deliberation regarding (1) the deployment, or specific occasions for implementation of security personnel or devices; or (2) a security audit Pursuant to Sec. 551.076**



**E. Deliberation Regarding Commercial or Financial Information Received from or the Offer of a Financial or Other Incentive made to a Business Prospect Seeking to Locate, Stay or Expand in or Near the Territory of the City and with which the City is conducting Economic Development Negotiations Pursuant to Section 551.087**

- Hyder Ranch

**F. Pursuant to Sec. 418.183(f), deliberation of information related to managing emergencies and**

Motion was made by Dan McClendon and seconded by Jimmy Stanford to convene into executive session at 7:14 p.m.

Motion passed 5-0-2, with Rick Green and Tamara Payne absent.

Motion was made by Dan McClendon and seconded by Jimmy Stanford to reconvene into open session at 7:53 p.m.

Motion passed 5-0-2, with Rick Green and Tamara Payne absent.

**ADJOURNMENT**

Motion made by Dan McClendon and Jimmy Stanford to adjourn.

Mayor Fletcher adjourned the meeting at 7:54 p.m.

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Monica Solko  
Deputy City Secretary



## City of Burleson

### City Council

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

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### AGENDA INFORMATION SHEET

**DEPARTMENT:** City Secretary Office  
**CITY SECRETARY:** Amanda Campos  
**DATE:** 05/16/2022

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#### SUBJECT

Consider approval of a minute order appointing voting membership of the Mayor's Youth Council to serve terms commencing June 1, 2022. *(Staff Contact: Amanda Campos, City Secretary)*

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#### Attachments

Department Memo

#### Respectfully submitted:

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

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**DEPARTMENT MEMO**

**DEPARTMENT:** City Secretary's Office

**FROM:** Amanda Campos

**MEETING:** May 16, 2022

**SUBJECT:**

Consider approval of a minute order appointing voting membership of the Mayor's Youth Council to serve terms commencing June 1, 2022 (Staff Presenter: Andrea Anderson, Community Initiatives & Special Projects Manager).

**SUMMARY:**

The Mayor's Youth council consists of 25 voting youth members, 3 adult voting members, and various city staff and community members. Youth between the ages of 13-19 who reside in the City of Burleson apply for these positions and are selected through a lottery process. They are tasked with identifying key community issues that face Burleson youth and advising the City Council on youth-related matters. The board focuses on being actively and authentically engaged with City Council on issues in Burleson that pertain to youth. There are currently 8 youth member vacancies for the 2022-2024 term.

**Mayor's Youth Council 2022-2023 Voting Members**

**APPOINTMENTS:**

<ul style="list-style-type: none"><li>• Emma Kornegay (2022-2024)</li><li>• Eric Sanders (2022-2024)</li><li>• Madison Voa (2022-2024)</li><li>• Lindsy Bennett (2022-2024)</li></ul>	<ul style="list-style-type: none"><li>• Wyatt Klotthor (2022-2024)</li><li>• Stormy Stanford (2022-2024)</li><li>• Claire Woodruff (2021-2023)</li><li>• Gage Carlson (2021-2023)</li></ul>
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**REAPPOINTMENTS:**

<ul style="list-style-type: none"><li>• Sorchah Ahrens (2022-2024)</li><li>• Alana Martinez (2022-2024)</li><li>• Preston Hamilton (2022-2024)</li></ul>	<ul style="list-style-type: none"><li>• Lillian Boatwright (2022-2024)</li><li>• Afifa Satter (2022-2024)</li><li>• Christian Steele (2022-2024)</li></ul>
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**CURRENT MEMBERS:**

<ul style="list-style-type: none"><li>• Mayce Ball (2021-2023)</li><li>• Ty Blair (2021-2023)</li><li>• Gavin Bloom (2021-2023)</li><li>• Mason Cashion (2021-2023)</li><li>• Dylan Forbus (2021-2023)</li><li>• Emma Hammett (2021-2023)</li></ul>	<ul style="list-style-type: none"><li>• Preston Jean (2021-2023)</li><li>• Madison Kahan (2021-2023)</li><li>• Brandon McClure (2021-2023)</li><li>• Alexa Samorano (2021-2023)</li><li>• Ely Terrell (2021-2023)</li></ul>
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**EX-OFFICIO, NON-VOTING MEMBERS:**

- MYC Staff Liaison –Andrea Anderson, Community Initiatives & Special Projects Manager
- Mayor Chris Fletcher
- MYC Council Liaison - Ronnie Johnson, Council Place 6
- MYC Law Enforcement Liaison –Joseph Byrom, Community Resource Officer

**OPTIONS:**

- 1) Approve as presented
- 2) Approve with changes
- 3) Deny

**RECOMMENDATION:**

Staff recommends approval as presented.

**FISCAL IMPACT:**

None.

**STAFF CONTACT:**

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



## City of Burleson

### City Council

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

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### AGENDA INFORMATION SHEET

**DEPARTMENT:** Development Services

**DATE:** 05/16/2022

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#### SUBJECT

Replat of Whispering Meadows, Lot 25R, addressed as 8304 Whispering Meadows Road, located directly southeast of Whispering Meadows Road. (Case 22-025) *(Staff Contact: Tony McIlwain, Director of Development Services) (The Planning and Zoning Commission recommended approval by unanimous vote)*

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#### Attachments

Department Memo

Location Map

Replat

#### Respectfully submitted:

Tony McIlwain  
Development Services Director  
817-426-9684

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**DEPARTMENT MEMO**

**DEPARTMENT:** Development Services  
**FROM:** Tony McIlwain  
**MEETING:** May 16, 2022

**SUBJECT:**

Replat of Whispering Meadows, Lot 25R, addressed as 8304 Whispering Meadows Road, located directly southeast of Whispering Meadows Road. (Case 22-025) *(Staff Contact: Tony McIlwain, Director of Development Services) (The Planning and Zoning Commission recommended approval by unanimous vote)*

**SUMMARY:**

On February 21, 2022, an application for a replat, including 2.991-acres was submitted by Marshall Miller with Lonestar Land Surveying (Applicant) on behalf of Sara Pair (owner). The purpose of this replat is to subdivide a portion of Lot 25 into Lot 25R, allowing for Lot 25R to obtain building permits. Originally, Lot 25 was subdivided by metes and bounds and now needs to be platted to reflect the current deed ownership.

The application is administratively complete and meets the requirements of Appendix A - Subdivision and Development regulations.

**OPTIONS:**

1. Approve the replat
2. Deny the replat

**RECOMMENDATION:**

Recommend approval of the replat for Whispering Meadows, Lot 25R, addressed as 8304 Whispering Meadows Road, located directly southeast of Whispering Meadows Road. (Case 22-025)

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

None

**FISCAL IMPACT:**

None

**PUBLIC NOTIFICATION:**

The Texas Local Government Code (LGC) requires property owners within 200 feet of a residential replat to receive a mailed notice post approval according to section 212.015 for the LGC.

**STAFF CONTACT:**

Name: Tony McIlwain  
Department: Development Services  
Email: [tmcilwain@burlesontx.com](mailto:tmcilwain@burlesontx.com)  
Phone: 817-426-9684

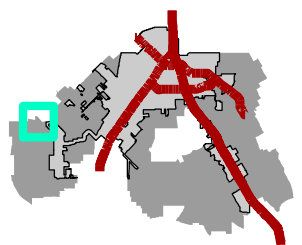




THE CITY OF  
**BURLESON**  
TEXAS

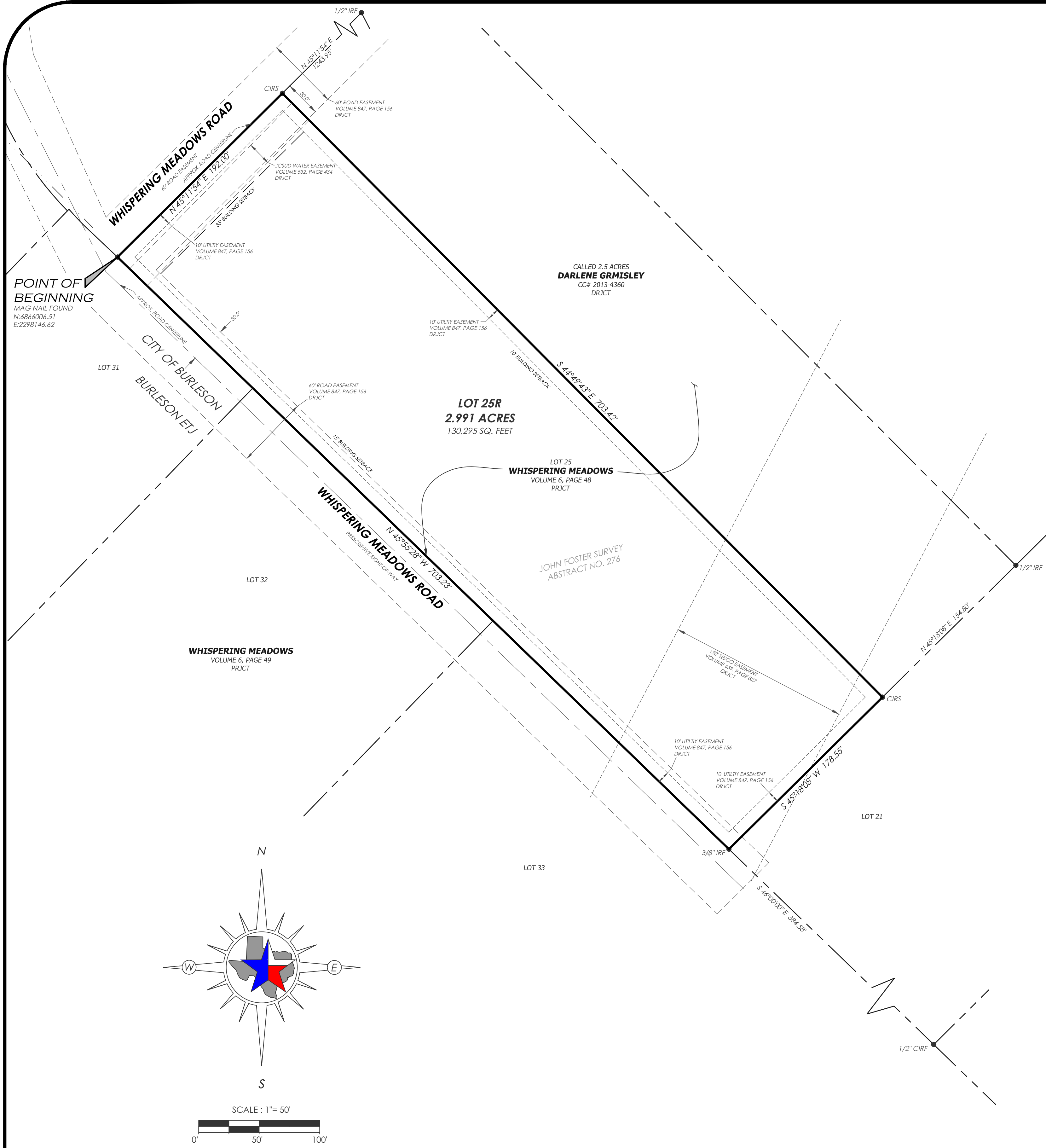
## Whispering Meadows

Replat  
Case 22-025



*Vicinity Map*





SURVEYOR'S CERTIFICATION

I, MARSHALL W. MILLER, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED, UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF BURLESON, TEXAS.

EXECUTED THIS THE \_\_\_\_TH DAY OF MARCH, 2022.

PRELIMINARY

This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

MARSHALL W MILLER  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS REGISTRATION NO. 6882

PROJECT NUMBER: 210010 DATE: MARCH 24, 2022  
REVISED DATE:  
REVISION NOTES:

SHEET 1 OF 1

OWNER(S)  
SARA AND CHARLES PAIR  
1028 KINGFISH DRIVE  
BURLESON, TX 76028

LEGEND  
D.R./J.C.T. = DEED RECORDS, JOHNSON COUNTY, TEXAS  
P.R./J.C.T. = PLAT RECORDS, JOHNSON COUNTY, TEXAS  
CC# = COUNTY CLERK'S FILE NUMBER  
IR# = IRON ROD FOUND  
IRS = 5/8" CAPPED IRON ROD SET STAMPED "REALSEARCH"  
JCSUD = JOHNSON COUNTY SPECIAL UTILITY DISTRICT

STANDARD NOTES

1. BLOCKING THE FLOW OF WATER OR CONSTRUCTING IMPROVEMENTS IN THE DRAINAGE EASEMENTS, AND FILLING OR OBSTRUCTION OF THE FLOODWAY IS PROHIBITED.
2. THE EXISTING CREEKS OR DRAINAGE CHANNELS TRAVERSING ALONG OR ACROSS THIS ADDITION WILL REMAIN AS OPEN CHANNELS AND WILL BE MAINTAINED BY THE INDIVIDUAL OWNERS OF THE LOT OR LOTS THAT ARE TRAVERSED BY OR ADJACENT TO DRAINAGE COURSES ALONG OR ACROSS SAID LOTS. CITY OF BURLESON WILL NOT BE RESPONSIBLE FOR THE MAINTENANCE AND OPERATIONS OF SAID DRAINAGE WAYS OR FOR THE CONTROL OF EROSION.
3. CITY OF BURLESON WILL NOT BE RESPONSIBLE FOR ANY DAMAGE, PERSONAL INJURY OR LOSS OF LIFE OR PROPERTY OCCASIONED BY FLOODING OR FLOOD CONDITIONS.
4. ON-SITE SEWAGE FACILITY PERFORMANCE CANNOT BE GUARANTEED EVEN THOUGH ALL PROVISIONS OF THE RULES OF CITY OF BURLESON, TEXAS FOR PRIVATE SEWAGE FACILITIES ARE COMPLIED WITH.
5. INSPECTION AND/OR ACCEPTANCE OF A PRIVATE SEWAGE FACILITY BY THE CITY OF BURLESON, OR THEIR DESIGNEE, SHALL INDICATE ONLY THAT THE FACILITY MEETS MINIMUM REQUIREMENTS AND DOES NOT RELIEVE THE OWNER OF THE PROPERTY FROM COMPLYING WITH COUNTY, STATE AND FEDERAL REGULATIONS, PRIVATE SEWAGE FACILITIES, ALTHOUGH APPROVED AS MEETING MINIMUM STANDARDS, MUST BE UPGRADED BY THE OWNER AT THE OWNER'S EXPENSE IF NORMAL OPERATION OF THE FACILITY RESULTS IN OBJECTIONABLE ODORS, IF UNSANITARY CONDITIONS ARE CREATED, OR IF THE FACILITY WHEN USED DOES NOT COMPLY WITH GOVERNMENTAL REGULATIONS.
6. A PROPERLY DESIGNED AND CONSTRUCTED PRIVATE SEWAGE FACILITY SYSTEM, IN SUITABLE SOIL, CAN MALFUNCTION IF THE AMOUNT OF WATER IT IS REQUIRED TO DISPOSE OF IS NOT CONTROLLED. IT WILL BE THE RESPONSIBILITY OF THE LOT OWNER TO MAINTAIN AND OPERATE THE PRIVATE SEWAGE FACILITY IN A SATISFACTORY MANNER.
7. ANY PUBLIC UTILITY, INCLUDING CITY OF BURLESON, SHALL HAVE THE RIGHT TO MOVE AND KEEP MOVED ALL OR PART OF ANY BUILDINGS, FENCES, TREES, SHRUBS, OTHER GROWTHS OR IMPROVEMENTS WHICH IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION OR MAINTENANCE, OR EFFICACY OF ITS RESPECTIVE SYSTEMS IN ANY OF THE EASEMENTS SHOWN ON THE PLAT; AND ANY PUBLIC UTILITY, INCLUDING CITY OF BURLESON, SHALL HAVE THE RIGHT AT ALL TIMES OF INGRESS AND EGRESS TO AND FROM SAID EASEMENTS FOR THE PURPOSE OF CONSTRUCTION, RECONSTRUCTION, INSPECTION, PATROLLING, MAINTAINING AND ADDING TO OR REMOVING ALL OR PART OF ITS RESPECTIVE SYSTEMS WITHOUT THE NECESSITY AT ANY TIME OF PROCURING THE PERMISSION OF ANYONE.
8. A MINIMUM OF 1 ACRE PER RESIDENTIAL STRUCTURE IS REQUIRED FOR ON-SITE SEWAGE FACILITIES (SEPTIC SYSTEMS). IF MORE THAN ONE STRUCTURE IS PROPOSED FOR CONSTRUCTION ON A LOT IN THE FUTURE, RE-PLATTING MAY BE REQUIRED.
9. ALL BUILDING SETBACKS ARE SUBJECT TO CURRENT CITY OF BURLESON DEVELOPMENT REGULATIONS.
10. THE REQUIREMENT OF PUBLIC INFRASTRUCTURE WAS BASED ON THE UTILITY EXHIBIT DATED FEBRUARY 21, 2022 SUBMITTED WITH THIS PLAT FOR REVIEW TO THE CITY OF BURLESON. ANY ADDITIONAL STRUCTURES PROPOSED ON THIS PROPERTY MAY REQUIRE THE EXISTING WATER LINES TO BE IMPROVED AND A FIRE HYDRANT(S) INSTALLED FOR FIRE PROTECTION. PLEASE CONTACT THE CITY OF BURLESON'S DEVELOPMENT SERVICES DEPARTMENT PRIOR TO ANY DEVELOPMENT PERMIT ISSUED.
11. WATER PROVIDER - JOHNSON COUNTY SPECIAL UTILITY DISTRICT - (817) 760-5200  
JCSUD HAS 2 EASEMENTS ACROSS THE PROPERTY: VOLUME 532, PAGE 434 & VOLUME 778, PAGE 108, DEED RECORDS, JOHNSON COUNTY, TEXAS.
12. ELECTRIC PROVIDER - UNITED COOPERATIVE SERVICES - (817) 447-9292
13. THE CITY OF BURLESON RESERVES THE RIGHT TO REQUIRE MINIMUM FINISH FLOOR ELEVATION ON ANY LOT WITHIN THIS SUBDIVISION. THE MINIMUM ELEVATIONS SHOWN ARE BASED ON THE MOST CURRENT INFORMATION AVAILABLE AT THE TIME THE PLAT IS FILED AND MAY BE SUBJECT TO CHANGE.
14. FOR ALL SINGLE-FAMILY DETACHED AND DUPLEX RESIDENCES, EXCLUDING TOWNHOUSES AND APARTMENTS, FIRE HYDRANTS SHALL BE SPACED TO HAVE A FIRE HOSE LAYING DISTANCE OF NO GREATER THAN 500 FEET. THE FIRE HOSE LAYING DISTANCE IS MEASURED BY THE LAYING OF FIRE APPARATUS HOSE LINES ALONG THE RIGHT-OF-WAY OR ACCESS EASEMENTS FROM THE NEAREST WATER SUPPLY ON A STREET TO THE MAIN ENTRANCE OF THE BUILDING.
15. FOR COMMERCIAL BUILDINGS, FIRE HYDRANTS SHALL BE SPACED TO HAVE A FIRE HOSE LAY DISTANCE OF NO GREATER THAN 300 FEET. THE FIRE HOSE LAYING DISTANCE IS MEASURED BY THE LAYING OF FIRE APPARATUS HOSE LINES ALONG THE RIGHT-OF-WAY OR ACCESS EASEMENTS FROM THE NEAREST WATER SUPPLY ON A STREET TO THE MAIN ENTRANCE OF THE BUILDING.
16. THE MINIMUM FIRE FLOW REQUIREMENTS FOR ONE- AND TWO-FAMILY DWELLINGS HAVING A FIRE-FLOW CALCULATION AREA WHICH DOES NOT EXCEED 3,600 SQUARE FEET SHALL BE 1,500 GALLONS PER MINUTE. FIRE FLOW AND FLOW DURATION FOR DWELLINGS HAVING A FIRE-FLOW CALCULATION AREA IN EXCESS OF 3,600 SQUARE FEET SHALL NOT BE LESS THAN THAT SPECIFIED IN TABLE B105.1 OF THE MOST CURRENT ADOPTED INTERNATIONAL FIRE CODE.
17. ALL FIRE HYDRANTS MUST PROVIDE A MINIMUM OF 35 PSI STATIC PRESSURE AND A 20 PSI RESIDUAL PRESSURE.
18. THE MINIMUM FIRE FLOW AND FLOW DURATION FOR BUILDINGS OTHER THAN ONE-AND TWO-FAMILY DWELLING SHALL BE AS SPECIFIED THE MOST CURRENT ADOPTED INTERNATIONAL FIRE CODE.

FLOOD STATEMENT

ACCORDING TO COMMUNITY PANEL NUMBER 48251C0160J, DATED DECEMBER 4, 2012, OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY, NATIONAL FLOOD INSURANCE PROGRAM MAP, THIS PROPERTY LIES WITHIN ZONE "X" WHICH IS NOT A SPECIAL FLOOD HAZARD AREA. IF THIS SITE IS NOT WITHIN A SPECIAL FLOOD HAZARD AREA, THIS STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN MADE OR NATURAL CAUSES. THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

NOTES

1. THE BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983, NORTH CENTRAL ZONE, 4202.
2. THE SUBJECT PROPERTY LIES WITHIN THE CITY LIMITS OF BURLESON.
3. THE CITY OF BURLESON WILL NOT BE RESPONSIBLE FOR THE MAINTENANCE AND OPERATIONS OF SAID DRAINAGE WAYS OR FOR THE CONTROL OR EROSION.
5. ALL BUILDINGS OR STRUCTURES SHALL BE CONSTRUCTED SUCH THAT ALL GROUND LEVEL, EXTERIOR SIDES OF THE BUILDING ARE WITHIN 150 FEET OF A DEDICATED STREET OR FIRE LANE. IF THE 150 FEET CANNOT BE REACHED FROM A PUBLIC STREET, A FIRE LANE CAPABLE OF SUPPORTING 80,000 LBS SHALL BE REQUIRED ON SITE AT TIME OF CONSTRUCTION.
6. THE PURPOSE OF THIS REPLAT IS TO REPLAT A PORTION OF LOT 25, INTO LOT 25R. LOT 25 WAS SUBDIVIDED BY METES AND BOUNDS AND NOW NEEDS TO BE PLATTED TO REFLECT THE CURRENT DEED OWNERSHIP IN ORDER TO OBTAIN BUILDING PERMITS.

APPROVED BY THE CITY COUNCIL OF BURLESON, TEXAS.

THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

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

BY: \_\_\_\_\_  
CITY SECRETARY

FILING BLOCK

PLAT FILED \_\_\_\_\_, YEAR \_\_\_\_\_.

SLIDE \_\_\_\_\_, VOL. \_\_\_\_\_, PG. \_\_\_\_\_

JOHNSON COUNTY PLAT RECORDS

COUNTY CLERK, JOHNSON COUNTY, TEXAS

LEGAL DESCRIPTION

BEING A 2.991 ACRE TRACT OF LAND SITUATED IN THE JOHN FOSTER SURVEY, ABSTRACT NUMBER 276, JOHNSON COUNTY, TEXAS, AND BEING A PORTION OF LOT 25, WHISPERING MEADOWS, AN ADDITION TO JOHNSON COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 6, PAGE 48, PLAT RECORDS, JOHNSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT MAG NAIL AT THE WESTERNMOST CORNER OF SAID LOT 25, BEING AT THE INTERSECTION OF THE APPROXIMATE CENTERLINE OF WHISPERING MEADOWS ROAD AND THE APPROXIMATE CENTERLINE OF WHISPERING MEADOWS ROAD, BOTH A PRESCRIPTIVE RIGHT-OF-WAYS, RESPECTIVELY, BEING ON THE NORTHEAST LINE OF LOT 13, WHISPERING MEADOWS, AN ADDITION TO JOHNSON COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 6, PAGE 49, PLAT RECORDS, JOHNSON COUNTY, TEXAS;

THENCE NORTH 45 DEGREES 11 MINUTES 54 SECONDS EAST, ALONG THE NORTHWEST LINE OF SAID LOT 25, A DISTANCE OF 192.00 FEET, TO A 5/8" CAPPED IRON ROD SET STAMPED "LONESTAR 6882" AT THE WESTERNMOST CORNER OF A CALLED 2.5 ACRE TRACT OF LAND DESCRIBED BY DEED TO DARLENE GRIMSLEY, RECORDED IN COUNTY CLERK'S INSTRUMENT NUMBER 2013-4360, DEED RECORDS, JOHNSON COUNTY, TEXAS, FROM WHICH A 1/2" IRON ROD FOUND AT THE NORTHERNMOST CORNER OF LOT 22/23, SAID WHISPERING MEADOWS (6-48) BEARS FOR REFERENCE NORTH 45 DEGREES 11 MINUTES 54 SECONDS EAST, A DISTANCE OF 1243.95 FEET;

THENCE SOUTH 44 DEGREES 49 MINUTES 43 SECONDS EAST, DEPARTING SAID NORTHWEST LINE AND ALONG THE SOUTHWEST LINE OF SAID CALLED 2.5 ACRE TRACT, A DISTANCE OF 703.42 FEET, TO A 5/8" CAPPED IRON ROD SET STAMPED "LONESTAR 6882" AT THE SOUTHERNMOST CORNER OF SAID CALLED 2.5 ACRE TRACT, BEING ON THE SOUTHEAST LINE OF SAID LOT 25, SAME BEING THE NORTHWEST LINE OF LOT 21, SAID WHISPERING MEADOWS (6-48), FROM WHICH A 1/2" IRON ROD FOUND AT THE EASTERNMOST CORNER OF SAID CALLED 2.5 ACRE TRACT BEARS NORTH 45 DEGREES 18 MINUTES 08 SECONDS EAST, A DISTANCE OF 154.80 FEET;

THENCE SOUTH 45 DEGREES 18 MINUTES 08 SECONDS WEST, DEPARTING SAID SOUTHWEST LINE AND ALONG THE SOUTHEAST LINE OF SAID LOT 25, BEING COMMON WITH THE NORTHWEST LINE OF SAID LOT 21, A DISTANCE OF 178.55 FEET, TO A 3/8" IRON ROD FOUND AT THE SOUTHERNMOST CORNER OF SAID LOT 25, SAME BEING THE WESTERNMOST CORNER OF SAID LOT 21, AND BEING ON THE NORTHEAST LINE OF LOT 33, SAID WHISPERING MEADOWS (6-49), FROM WHICH A 1/2" CAPPED IRON ROD FOUND AT THE SOUTHERNMOST CORNER OF LOT 20, SAID WHISPERING MEADOWS (6-48) BEARS SOUTH 46 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 384.58 FEET;

THENCE NORTH 45 DEGREES 55 MINUTES 28 SECONDS WEST, DEPARTING SAID COMMON LINE AND ALONG THE SOUTHWEST LINE OF SAID LOT 25, BEING COMMON WITH THE NORTHEAST LINES OF LOTS 33, 32 AND 31, SAID WHISPERING MEADOWS (6-49), A DISTANCE OF 703.23 FEET, TO THE POINT OF BEGINNING, AND CONTAINING 2.991 ACRES OR 130,295 SQUARE FEET OF LAND, MORE OR LESS.

NOW THEREFORE KNOWN ALL MEN BY THESE PRESENTS:

THAT SARA AND CHARLES PAIR, OWNERS, DO HEREBY ADOPT THIS PLAT DESIGNATING THE HEREIN BEFORE DESCRIBED PROPERTY AS **LOT 25R, WHISPERING MEADOWS** AN ADDITION TO THE CITY OF BURLESON, JOHNSON COUNTY, TEXAS, AND DO HEREBY DEDICATE TO THE PUBLIC USE FOREVER ALL STREETS, RIGHTS-OF-WAY, ALLEYS AND EASEMENTS SHOWN THEREON. THE CITY, COUNTY, OR ANY PUBLIC UTILITY SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR PART OF ANY BUILDINGS, FENCES, TREES, SHRUBS OR OTHER IMPROVEMENTS OR GROWTHS IN WHICH ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE OR EFFICIENCY OF ITS RESPECTIVE SYSTEMS ON ANY OF THESE EASEMENTS, AND THE CITY, COUNTY, OR ANY PUBLIC UTILITY SHALL AT ALL TIMES HAVE THE RIGHT OF INGRESS AND EGRESS TO AND FROM AND UPON THE SAID EASEMENT FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, AND PATROLLING, WITHOUT THE NECESSITY AT ANY TIME OF PROCURING THE PERMISSION OF ANYONE. THIS PLAT APPROVED SUBJECT TO ALL PLATTING ORDINANCES, RULES, REGULATIONS, AND RESOLUTIONS OF THE CITY OF BURLESON, TEXAS.

SARA PAIR

DATE \_\_\_\_/\_\_\_\_/\_\_\_\_.

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED \_\_\_\_\_, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN.

WITNESS MY HAND AND SEAL OF OFFICE THIS THE \_\_\_\_ DAY OF FEBRUARY, 2022.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

CHARLES PAIR

DATE \_\_\_\_/\_\_\_\_/\_\_\_\_.

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED \_\_\_\_\_, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN.

WITNESS MY HAND AND SEAL OF OFFICE THIS THE \_\_\_\_ DAY OF FEBRUARY, 2022.

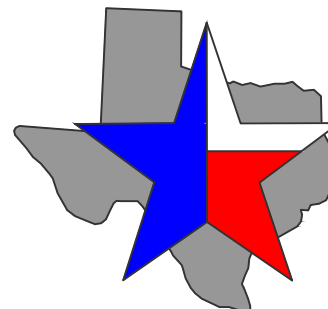
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

REPLAT  
LOT 25R

WHISPERING MEADOWS

BEING A REPLAT OF A POTION OF LOT 25, WHISPERING MEADOWS  
AN ADDITION TO THE CITY OF BURLESON,  
JOHNSON COUNTY, TEXAS.  
PREPARED: MARCH, 2022

1 LOT LOCATED WITHIN THE CITY OF BURLESON, TEXAS.  
CASE: 22-025

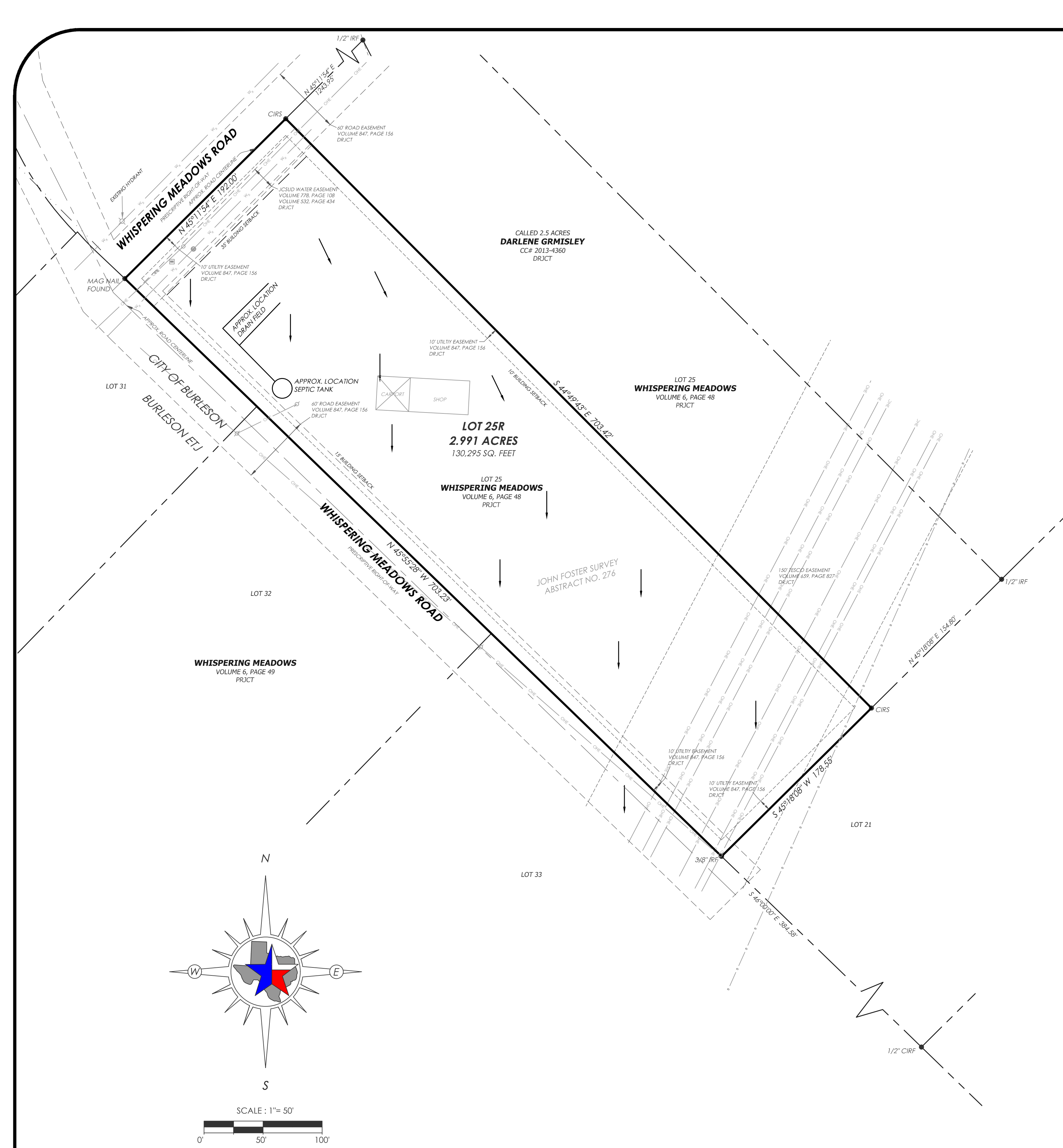


—LONESTAR—  
LAND SURVEYING, LLC  
TBPELS FIRM# 10194707

2813 COUNTY ROAD 804A,  
BURLESON, TX 76028

MARSHALL.MILLER@LONESTARLANDSURVEYING.COM





### SURVEYOR'S CERTIFICATION

I, MARSHALL W. MILLER, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED, UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF BURLESON, TEXAS.

EXECUTED THIS THE \_\_\_\_TH DAY OF MARCH, 2022.

### PRELIMINARY

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MARSHALL W MILLER  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS REGISTRATION NO. 6882

PROJECT NUMBER: 210010 DATE: MARCH 24, 2022  
REVISED DATE:  
REVISION NOTES:

SHEET 1 OF 1

OWNER(S)  
SARA AND CHARLES PAIR  
1028 KINGFISH DRIVE  
BURLESON, TX 76028

### LEGEND

D.R.J.C.T. = DEED RECORDS, JOHNSON COUNTY, TEXAS  
P.R.J.C.T. = PLAT RECORDS, JOHNSON COUNTY, TEXAS  
CC# = COUNTY CLERK'S FILE NUMBER  
IR# = IRON ROD FOUND  
IRS = 5/8" CAPPED IRON ROD SET STAMPED "REALSEARCH"  
JCSUD = JOHNSON COUNTY SPECIAL UTILITY DISTRICT

### STANDARD NOTES

1. BLOCKING THE FLOW OF WATER OR CONSTRUCTING IMPROVEMENTS IN THE DRAINAGE EASEMENTS, AND FILLING OR OBSTRUCTION OF THE FLOODWAY IS PROHIBITED.
2. THE EXISTING CREEKS OR DRAINAGE CHANNELS TRAVERSING ALONG OR ACROSS THIS ADDITION WILL REMAIN AS OPEN CHANNELS AND WILL BE MAINTAINED BY THE INDIVIDUAL OWNERS OF THE LOT OR LOTS THAT ARE TRAVERSED BY OR ADJACENT TO DRAINAGE COURSES ALONG OR ACROSS SAID LOTS. CITY OF BURLESON WILL NOT BE RESPONSIBLE FOR THE MAINTENANCE AND OPERATIONS OF SAID DRAINAGE WAYS OR FOR THE CONTROL OF EROSION.
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6. A PROPERLY DESIGNED AND CONSTRUCTED PRIVATE SEWAGE FACILITY SYSTEM, IN SUITABLE SOIL, CAN MALFUNCTION IF THE AMOUNT OF WATER IT IS REQUIRED TO DISPOSE OF IS NOT CONTROLLED. IT WILL BE THE RESPONSIBILITY OF THE LOT OWNER TO MAINTAIN AND OPERATE THE PRIVATE SEWAGE FACILITY IN A SATISFACTORY MANNER.
7. ANY PUBLIC UTILITY, INCLUDING CITY OF BURLESON, SHALL HAVE THE RIGHT TO MOVE AND KEEP MOVED ALL OR PART OF ANY BUILDINGS, FENCES, TREES, SHRUBS, OTHER GROWTHS OR IMPROVEMENTS WHICH IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION OR MAINTENANCE, OR EFFICACY OF ITS RESPECTIVE SYSTEMS IN ANY OF THE EASEMENTS SHOWN ON THE PLAT; AND ANY PUBLIC UTILITY, INCLUDING CITY OF BURLESON, SHALL HAVE THE RIGHT AT ALL TIMES OF INGRESS AND EGRESS TO AND FROM SAID EASEMENTS FOR THE PURPOSE OF CONSTRUCTION, RECONSTRUCTION, INSPECTION, PATROLLING, MAINTAINING AND ADDING TO OR REMOVING ALL OR PART OF ITS RESPECTIVE SYSTEMS WITHOUT THE NECESSITY AT ANY TIME OF PROCURING THE PERMISSION OF ANYONE.
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13. THE CITY OF BURLESON RESERVES THE RIGHT TO REQUIRE MINIMUM FINISH FLOOR ELEVATION ON ANY LOT WITHIN THIS SUBDIVISION. THE MINIMUM ELEVATIONS SHOWN ARE BASED ON THE MOST CURRENT INFORMATION AVAILABLE AT THE TIME THE PLAT IS FILED AND MAY BE SUBJECT TO CHANGE.
14. FOR ALL SINGLE-FAMILY DETACHED AND DUPLEX RESIDENCES, EXCLUDING TOWNHOUSES AND APARTMENTS, FIRE HYDRANTS SHALL BE SPACED TO HAVE A FIRE HOSE LAYING DISTANCE OF NO GREATER THAN 500 FEET. THE FIRE HOSE LAYING DISTANCE IS MEASURED BY THE LAYING OF FIRE APPARATUS HOSE LINES ALONG THE RIGHT-OF-WAY OR ACCESS EASEMENTS FROM THE NEAREST WATER SUPPLY ON A STREET TO THE MAIN ENTRANCE OF THE BUILDING.
15. FOR COMMERCIAL BUILDINGS, FIRE HYDRANTS SHALL BE SPACED TO HAVE A FIRE HOSE LAY DISTANCE OF NO GREATER THAN 300 FEET. THE FIRE HOSE LAYING DISTANCE IS MEASURED BY THE LAYING OF FIRE APPARATUS HOSE LINES ALONG THE RIGHT-OF-WAY OR ACCESS EASEMENTS FROM THE NEAREST WATER SUPPLY ON A STREET TO THE MAIN ENTRANCE OF THE BUILDING.
16. THE MINIMUM FIRE FLOW REQUIREMENTS FOR ONE- AND TWO-FAMILY DWELLINGS HAVING A FIRE-FLOW CALCULATION AREA WHICH DOES NOT EXCEED 3,600 SQUARE FEET SHALL BE 1,500 GALLONS PER MINUTE. FIRE FLOW AND FLOW DURATION FOR DWELLINGS HAVING A FIRE-FLOW CALCULATION AREA IN EXCESS OF 3,600 SQUARE FEET SHALL NOT BE LESS THAN THAT SPECIFIED IN TABLE B105.1 OF THE MOST CURRENT ADOPTED INTERNATIONAL FIRE CODE.
17. ALL FIRE HYDRANTS MUST PROVIDE A MINIMUM OF 35 PSI STATIC PRESSURE AND A 20 PSI RESIDUAL PRESSURE.
18. THE MINIMUM FIRE FLOW AND FLOW DURATION FOR BUILDINGS OTHER THAN ONE-AND TWO-FAMILY DWELLING SHALL BE AS SPECIFIED THE MOST CURRENT ADOPTED INTERNATIONAL FIRE CODE.

### FLOOD STATEMENT

ACCORDING TO COMMUNITY PANEL NUMBER 48251C0160J, DATED DECEMBER 4, 2012, OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY, NATIONAL FLOOD INSURANCE PROGRAM MAP, THIS PROPERTY LIES WITHIN ZONE "X" WHICH IS NOT A SPECIAL FLOOD HAZARD AREA. IF THIS SITE IS NOT WITHIN A SPECIAL FLOOD HAZARD AREA, THIS STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN MADE OR NATURAL CAUSES. THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

### NOTES

1. THE BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983, NORTH CENTRAL ZONE, 4202.
2. THE SUBJECT PROPERTY LIES WITHIN THE CITY LIMITS OF BURLESON.
3. THE CITY OF BURLESON WILL NOT BE RESPONSIBLE FOR THE MAINTENANCE AND OPERATIONS OF SAID DRAINAGE WAYS OR FOR THE CONTROL OF EROSION.
5. ALL BUILDINGS OR STRUCTURES SHALL BE CONSTRUCTED SUCH THAT ALL GROUND LEVEL, EXTERIOR SIDES OF THE BUILDING ARE WITHIN 150 FEET OF A DEDICATED STREET OR FIRE LANE. IF THE 150 FEET CANNOT BE REACHED FROM A PUBLIC STREET, A FIRE LANE CAPABLE OF SUPPORTING 80,000 LBS SHALL BE REQUIRED ON SITE AT TIME OF CONSTRUCTION.
6. THE PURPOSE OF THIS REPLAT IS TO REPLAT A PORTION OF LOT 25, INTO LOT 25R. LOT 25 WAS SUBDIVIDED BY METES AND BOUNDS AND NOW NEEDS TO BE PLATTED TO REFLECT THE CURRENT DEED OWNERSHIP IN ORDER TO OBTAIN BUILDING PERMITS.

### APPROVED BY THE CITY COUNCIL OF BURLESON, TEXAS.

THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

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

BY: \_\_\_\_\_  
CITY SECRETARY

### FILING BLOCK

PLAT FILED \_\_\_\_\_, YEAR \_\_\_\_\_.

SLIDE \_\_\_\_\_, VOL. \_\_\_\_\_, PG. \_\_\_\_\_

JOHNSON COUNTY PLAT RECORDS

COUNTY CLERK, JOHNSON COUNTY, TEXAS

### LEGAL DESCRIPTION

BEING A 2.991 ACRE TRACT OF LAND SITUATED IN THE JOHN FOSTER SURVEY, ABSTRACT NUMBER 276, JOHNSON COUNTY, TEXAS, AND BEING A PORTION OF LOT 25, WHISPERING MEADOWS, AN ADDITION TO JOHNSON COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 6, PAGE 48, PLAT RECORDS, JOHNSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT MAG NAIL AT THE WESTERNMOST CORNER OF SAID LOT 25, BEING AT THE INTERSECTION OF THE APPROXIMATE CENTERLINE OF WHISPERING MEADOWS ROAD AND THE APPROXIMATE CENTERLINE OF WHISPERING MEADOWS ROAD, BOTH A PRESCRIPTIVE RIGHT-OF-WAYS, RESPECTIVELY, BEING ON THE NORTHEAST LINE OF LOT 13, WHISPERING MEADOWS, AN ADDITION TO JOHNSON COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 6, PAGE 49, PLAT RECORDS, JOHNSON COUNTY, TEXAS;

THENCE NORTH 45 DEGREES 11 MINUTES 54 SECONDS EAST, ALONG THE NORTHWEST LINE OF SAID LOT 25, A DISTANCE OF 192.00 FEET, TO A 5/8" CAPPED IRON ROD SET STAMPED "LONESTAR 6882" AT THE WESTERNMOST CORNER OF A CALLED 2.5 ACRE TRACT OF LAND DESCRIBED BY DEED TO DARLENE GRIMSLEY, RECORDED IN COUNTY CLERK'S INSTRUMENT NUMBER 2013-4360, DEED RECORDS, JOHNSON COUNTY, TEXAS, FROM WHICH A 1/2" IRON ROD FOUND AT THE NORTHERNMOST CORNER OF LOT 22/23, SAID WHISPERING MEADOWS (6-48) BEARS FOR REFERENCE NORTH 45 DEGREES 11 MINUTES 54 SECONDS EAST, A DISTANCE OF 1243.95 FEET;

THENCE SOUTH 44 DEGREES 49 MINUTES 43 SECONDS EAST, DEPARTING SAID NORTHWEST LINE AND ALONG THE SOUTHWEST LINE OF SAID CALLED 2.5 ACRE TRACT, A DISTANCE OF 703.42 FEET, TO A 5/8" CAPPED IRON ROD SET STAMPED "LONESTAR 6882" AT THE SOUTHERNMOST CORNER OF SAID CALLED 2.5 ACRE TRACT, BEING ON THE SOUTHEAST LINE OF SAID LOT 25, SAME BEING THE NORTHWEST LINE OF LOT 21, SAID WHISPERING MEADOWS (6-48), FROM WHICH A 1/2" IRON ROD FOUND AT THE EASTERNMOST CORNER OF SAID CALLED 2.5 ACRE TRACT BEARS NORTH 45 DEGREES 18 MINUTES 08 SECONDS EAST, A DISTANCE OF 154.80 FEET;

THENCE SOUTH 45 DEGREES 18 MINUTES 08 SECONDS WEST, DEPARTING SAID SOUTHWEST LINE AND ALONG THE SOUTHEAST LINE OF SAID LOT 25, BEING COMMON WITH THE NORTHWEST LINE OF SAID LOT 21, A DISTANCE OF 178.55 FEET, TO A 3/8" IRON ROD FOUND AT THE SOUTHERNMOST CORNER OF SAID LOT 25, SAME BEING THE WESTERNMOST CORNER OF SAID LOT 21, AND BEING ON THE NORTHEAST LINE OF LOT 33, SAID WHISPERING MEADOWS (6-49), FROM WHICH A 1/2" CAPPED IRON ROD FOUND AT THE SOUTHERNMOST CORNER OF LOT 20, SAID WHISPERING MEADOWS (6-48) BEARS SOUTH 46 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 384.58 FEET;

THENCE NORTH 45 DEGREES 55 MINUTES 28 SECONDS WEST, DEPARTING SAID COMMON LINE AND ALONG THE SOUTHWEST LINE OF SAID LOT 25, BEING COMMON WITH THE NORTHEAST LINES OF LOTS 33, 32 AND 31, SAID WHISPERING MEADOWS (6-49), A DISTANCE OF 703.23 FEET, TO THE POINT OF BEGINNING, AND CONTAINING 2.991 ACRES OR 130,295 SQUARE FEET OF LAND, MORE OR LESS.

### NOW THEREFORE KNOWN ALL MEN BY THESE PRESENTS:

THAT SARA AND CHARLES PAIR, OWNERS, DO HEREBY ADOPT THIS PLAT DESIGNATING THE HEREIN BEFORE DESCRIBED PROPERTY AS **LOT 25R, WHISPERING MEADOWS** AN ADDITION TO THE CITY OF BURLESON, JOHNSON COUNTY, TEXAS, AND DO HEREBY DEDICATE TO THE PUBLIC USE FOREVER ALL STREETS, RIGHTS-OF-WAY, ALLEYS AND EASEMENTS SHOWN THEREON. THE CITY, COUNTY, OR ANY PUBLIC UTILITY SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR PART OF ANY BUILDINGS, FENCES, TREES, SHRUBS OR OTHER IMPROVEMENTS OR GROWTHS IN WHICH ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE OR EFFICIENCY OF ITS RESPECTIVE SYSTEMS ON ANY OF THESE EASEMENTS, AND THE CITY, COUNTY, OR ANY PUBLIC UTILITY SHALL AT ALL TIMES HAVE THE RIGHT OF INGRESS AND EGRESS TO AND FROM AND UPON THE SAID EASEMENT FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, AND PATROLLING, WITHOUT THE NECESSITY AT ANY TIME OF PROCURING THE PERMISSION OF ANYONE. THIS PLAT APPROVED SUBJECT TO ALL PLATTING ORDINANCES, RULES, REGULATIONS, AND RESOLUTIONS OF THE CITY OF BURLESON, TEXAS.

SARA PAIR

DATE \_\_\_\_/\_\_\_\_/\_\_\_\_.

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED \_\_\_\_\_, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN.

WITNESS MY HAND AND SEAL OF OFFICE THIS THE \_\_\_\_ DAY OF MARCH, 2022.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

CHARLES PAIR

DATE \_\_\_\_/\_\_\_\_/\_\_\_\_.

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED \_\_\_\_\_, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN.

WITNESS MY HAND AND SEAL OF OFFICE THIS THE \_\_\_\_ DAY OF MARCH, 2022.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

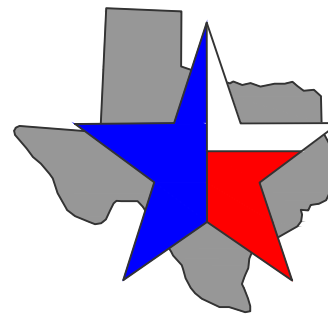
### UTILITY PLAN

LOT 25R

### WHISPERING MEADOWS

BEING A REPLAT OF A PORTION OF LOT 25, WHISPERING MEADOWS  
AN ADDITION TO THE CITY OF BURLESON,  
JOHNSON COUNTY, TEXAS.  
PREPARED: MARCH, 2022

1 LOT LOCATED WITHIN THE CITY OF BURLESON, TEXAS.  
CASE: 22-025



—LONESTAR—  
LAND SURVEYING, LLC  
TBPELS FIRM# 10194707  
2813 COUNTY ROAD 804A,  
BURLESON, TX 76028

MARSHALL.MILLER@LONESTARLANDSURVEYING.COM





## City of Burleson

### City Council

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

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### AGENDA INFORMATION SHEET

**DEPARTMENT:** Legal  
**DATE:** 05/16/2022

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#### SUBJECT

Consider approval of a minute order appointing Dr. John K. Griswell, M.D., to a two-year term beginning April 4, 2022, as health authority designee to serve in the absence or incapacity of Dr. Steve Martin and administer state and local laws relating to public health in the City in accordance with Chapter 121 of the Texas Health Code. *(Staff Contact: K.T. Freeman, Fire Chief)*

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#### Attachments

Department Memo  
DSHS Appointment Documents

#### Respectfully submitted:

Matt Ribitzki  
x9664

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**DEPARTMENT MEMO**

**DEPARTMENT:** Fire

**FROM:** K.T. Freeman, Fire Chief

**MEETING:** May 16, 2022

**SUBJECT:**

Consider approval of a minute order appointing Dr. John K. Griswell to a two-year term beginning April 4, 2022, as health authority designee to serve in the absence of Dr. Steve Martin and administer state and local laws relating to public health in the City in accordance with Chapter 121 of the Texas Health and Safety Code. (Staff Contact: K.T. Freeman, Fire Chief)

**SUMMARY:**

On April 4, 2022, the City Council appointed Dr. Steve Martin as the City's public health authority. The appointment is for two years and runs through April 3, 2024. This minute order appoints Dr. John K. Griswell to serve as a health authority designee, which will allow Dr. Griswell to serve as public health authority when Dr. Martin is unavailable. The appointment is for a two-year term beginning on April 4, 2022, and will run concurrently with Dr. Martin's appointment term as health authority.

A "Health Authority" is a physician appointed to administer state and local laws relating to public health within the city. A health authority serves for a term of two years and may be appointed to successive terms. The duties of a health authority include (1) establishing, maintaining, and enforcing quarantine in the city; (2) aiding the Texas Department of State Health Services ("DSHS") in relation to local quarantine, inspection, disease prevention and suppression, birth and death statistics, and general sanitation in the city; (3) reporting the presence of contagious, infectious, and dangerous epidemic diseases in the city as prescribed by DSHS; (4) reporting on any subject on which it is proper for DSHS to direct that a report be made; and (5) aiding DSHS in the enforcement of proper rules, requirements, and ordinances; sanitation laws; quarantine rules; and vital statistics collections.

**OPTIONS:**

- 1) Approve the minute order or
- 2) Deny the minute order.

**RECOMMENDATION:**

Staff recommends approval.

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

On April 4, 2022, the City Council appointed Dr. Steve Martin to two-year terms as the City's public health authority.

**FISCAL IMPACT:**

None.

**STAFF CONTACT:**

Matt Ribitzki, Deputy City Attorney  
Legal Department  
[mrribitzki@burlesontx.com](mailto:mrribitzki@burlesontx.com)  
817-426-9664

## **Instructions for Completing and Filing the Statement of Elected/Appointed Officer**

***NOTE: This form must be completed and signed by the newly appointed Health Authority BEFORE the Oath of Office and Certificate of Appointment forms can be completed and filed.***

### **GENERAL INFORMATION**

ALL information must be typed or written legibly.

This document may be sworn to before anyone authorized by [Texas Government Code § 602.002](#) to administer oaths and affidavits. Commonly used officials include notaries public and judges. The seal of the person administering the oath should be visible. If the person is a notary public, [Texas Government Code § 406.013](#) requires that the seal be affixed in a way "that legibly reproduces the required elements of the seal under photographic methods."

### **COMPLETION OF THE STATEMENT OF ELECTED/APPOINTED OFFICER FORM**

Upon making the sworn statement, the newly appointed Health Authority must enter his full name on the appropriate line, and enter the required signature, office to which appointed, and city/county to be served. The official witnessing the oath should complete the date the sworn statement is taken, and then enters his/her signature, printed name and title. The seal of the appointing official should be affixed in the area designated.

### **FILING OF THE STATEMENT OF ELECTED/APPOINTED OFFICER**

Once the Statement of Elected/Appointed Officer has been completed and signed by both the Health Authority and the administering official, a copy should be mailed to the Regional Medical Director for the respective Health Service Region of the Texas Department of State Health Services.

Please direct any questions regarding this Statement of Elected/Appointed Officer form and instructions to your [DSHS Health Service Region office](#) or to the DSHS Division for Regional and Local Health Services office in Austin at (512) 776-7770.





## THE STATE OF TEXAS

### Statement of Elected/Appointed Officer

(Please type or print legibly)

I \_\_\_\_\_ do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

\_\_\_\_\_  
**Affiant's Signature**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Position to Which Elected/Appointed**

\_\_\_\_\_  
**City and/or County**

**SWORN TO and subscribed before me by affiant on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.**

\_\_\_\_\_  
**Signature of Person Authorized to Administer  
Oaths/Affidavits**

*(Seal)*

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Title**

# **Instructions for Completing and Filing the Oath of Office**

## **EXECUTION OF THE OATH OF OFFICE**

Pursuant to [Texas Constitution art. XVI, § 1](#) (b) and (c), the Oath of Office may not be taken until a signed Statement of Elected/Appointed Officer has been completed and filed.

## **ADMINISTRATION OF THE OATH OF OFFICE**

The Oath of Office may be administered by anyone authorized under the provisions of [Texas Government Code § 602.002](#). Commonly used officials include notaries public and judges.

The seal of the person administering the Oath should be visible. If the person is a notary public, [Texas Government Code § 406.013](#) requires that the seal be affixed in a way "that legibly reproduces the required elements of the seal under photographic methods."

## **COMPLETION OF THE OATH OF OFFICE FORM**

After the Oath of Office has been administered by a properly designated official, the newly appointed Health Authority should enter his/her name in the appropriate area of the form, sign the form and enter his/her mailing address and telephone number. The person administering the oath should then enter the date on which the oath was administered, enter his/her signature, printed name and title. The seal of the person administering the oath should be affixed in the designated area of the form.

## **FILING OF THE OATH OF OFFICE**

Once the Oath of Office form has been completed and signed by both the Health Authority and the administering official, a copy should be mailed to the Regional Medical Director for the respective Health Service Region of the Texas Department of State Health Services.

Please direct any questions regarding the Oath of Office form and instructions to your [DSHS Health Service Region office](#) or to the DSHS Division for Regional & Local Health Services office in Austin at (512) 776-7770.



# **OATH OF OFFICE**

## **For Health Authorities in the State of Texas**

I, \_\_\_\_\_, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Health Authority of the State of Texas and will to the best of my ability, preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

\_\_\_\_\_  
**Affiant**

\_\_\_\_\_  
**Mailing Address**

\_\_\_\_\_  
**ZIP**

\_\_\_\_\_  
**(Area Code) Phone Number (day and evening)**

\_\_\_\_\_  
**Email Address**

**SWORN TO** and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
**Signature of Person Administering Oath**

*(Seal)*

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Title**



# **Certificate of Appointment**

for a

## **Health Authority**

The Health Authority has been appointed and approved by the:

*(Check the appropriate designation below)*

\_\_\_\_\_ Commissioners Court for \_\_\_\_\_ County

\_\_\_\_\_ Governing Body for the Municipality of \_\_\_\_\_

\_\_\_\_\_ Director, \_\_\_\_\_ Health Department

\_\_\_\_\_ Director, \_\_\_\_\_ Public Health District

I, \_\_\_\_\_, acting in my capacity as:

*(Check the appropriate designation below)*

\_\_\_\_\_ County Judge or Designee

\_\_\_\_\_ Mayor or Designee

\_\_\_\_\_ Non-physician and the Local Health Department Director

\_\_\_\_\_ Non-physician and the Public Health District Director

do hereby certify the physician, \_\_\_\_\_, who is licensed  
by the Texas Board of Medical Examiners, was duly appointed as the (check as applicable),

\_\_\_\_\_ Health Authority

\_\_\_\_\_ Health Authority Designee

for the jurisdiction of \_\_\_\_\_, Texas.

Date term of office begins \_\_\_\_\_, 20\_\_

Date term of office ends \_\_\_\_\_, 20\_\_, unless removed by law.

I certify to the above information on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature of Appointing Official



## Health Authority Contact Information

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

County/City: \_\_\_\_\_

Office Address: \_\_\_\_\_

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

Work Phone: \_\_\_\_\_ Work Fax: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ 24/Emergency: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

These numbers will be kept confidential and only those with authority will be contacting you. It is very important that we contact you in case of an event. If you should have to change your contact information please contact Samuel Savala, 817-264-4502, [samuel.savala@dshs.texas.gov](mailto:samuel.savala@dshs.texas.gov)  
Thank you for your cooperation,

### **Samuel Savala**

Texas Department of State Health Services  
Public Health Region 2/3 Headquarters  
Regional Administration Administrative Assistant IV  
1301 S. Bowen Rd Ste. 200, Arlington, Texas 76013  
817.264.4502 (Office)  
817.264.4506 (Fax)  
817.822.7824 (Work Cell)



## City of Burleson

### City Council

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

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#### AGENDA INFORMATION SHEET

**DEPARTMENT:** City Secretary Office

**DATE:** 05/16/2022

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#### SUBJECT

Consider approval of an ordinance appointing Terri Wilson, as Associate Municipal Court Judge for the Burleson Municipal Court of Record for a term of two years, expiring on February 4, 2024. (Final Reading) (*Staff Contact: Amanda Campos, City Secretary*)

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#### Attachments

Department Memo  
Proposed Ordinance  
Contract

#### Respectfully submitted:

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

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**DEPARTMENT MEMO**

**DEPARTMENT:** City Secretary's Office  
**FROM:** Amanda Campos, City Secretary  
**MEETING:** May 2, 2022

**SUBJECT:**

Consider approval of an ordinance appointing Terri Wilson, Associate Municipal Court Judge for the Burleson Municipal Court of Record for a term of two years, expiring on February 4, 2024. (First Reading)  
(Staff presenter: Amanda Campos, City Secretary)

**SUMMARY:**

The Burleson City Charter Section 30 states the qualifications and manner to appoint municipal judges; as a competent and duly licensed attorney practicing law in the State of Texas and shall be appointed by ordinance. Terri Wilson currently serves as one of the associate municipal court judge for the city of Burleson. Judge Wilson was first appointed in 2020.

An ordinance appointing municipal judges requires two readings at two separate meetings to be in compliance. The professional service agreement is attached for review, it is however part of the ordinance approval and does not require a separate approval motion.

The attached ordinance is before council for first reading consideration. Pending approval the final reading will be on the May 16, 2022 council meeting agenda. After approval of ordinance and execution of the professional services agreement the judge will be sworn in by the City Secretary.

**FISCAL:**

The associate judge will be paid \$75/hr and \$900 monthly on call service. The city will provide training, paid fees for associations and any equipment necessary to perform the job of association judge.

The cost is budgeted in the judicial account.

**RECOMMENDATION:**

Approval

**STAFF CONTACT:**

Name: Amanda Campos, TRMC

Department: City Secretary's Office

Email: [acampos@burlesontx.com](mailto:acampos@burlesontx.com)

Phone: 817-429-9665



## **ORDINANCE**

AN ORDINANCE OF THE CITY OF BURLESON, TEXAS APPOINTING ASSOCIATE JUDGE OF THE MUNICIPAL COURT OF RECORD OF THE CITY OF BURLESON; AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE ASSOCIATE MUNICIPAL COURT JUDGE; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

**WHEREAS**, the City Council has established its municipal court as a municipal court of record; and

**WHEREAS**, Chapter 30 of the Texas Government Code relating to municipal courts of record provides that the judge of the municipal court of record shall be appointed by the City Council by ordinance.

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

### **Section 1.**

Terri Wilson is hereby appointed as associate judge of the municipal court of record in the City of Burleson, Texas in accordance with the terms of the Agreement and incorporated by reference herein.

### **Section 2.**

This appointment of the associate judge shall be for a term of two years, which shall expire on February 4, 2024.

### **Section 3.**

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

### **Section 4.**

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 5.**

This ordinance shall be in full force and effect from and after its passage, and it is so ordained.

**PASSED AND APPROVED:**

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

**Final Reading:** the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

Attest:

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

*(Seal)*

Approved as to Form:

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

Professional Services Agreement  
Associate Municipal Judge

The Agreement made and executed into this \_\_\_\_\_ day of May, 2022 by and between the City of Burleson, Texas, a Municipal Court of Record of the State of Texas, hereinafter referred to as "City" and Terri Wilson, the Associate Municipal Judge of the Burleson Municipal Court of Record hereinafter referred to as "Associate".

1. City does hereby agree to enter into an agreement with Terri Wilson for Municipal Court services beginning on \_\_\_\_\_ and continuing through midnight on February 4, 2024 at a contract rate of \$75 per hour, and a \$900 monthly stipend for on-call services.
2. Associate understands and agrees that Associate is an appointed contractor of City, the benefits, appeal and grievance provisions set forth in the City employment policies do not apply to appointed contractors, and Associate is not entitled to any benefits except as provided herein.
3. City will provide judge's robe. Additionally, City does hereby agree to budget and pay for professional memberships, subscription, and dues to state and local legal associations and organizations necessary and desirable for continued professional participation, growth, and advancement, and for the good of the City. Membership to include but not limited to the following:
  - Texas State Bar Association
  - Tarrant County Bar Association
  - Johnson County Bar Association
4. City does hereby agree to budget and to pay for the travel and subsistence expenses of Associate training, short courses, institutes and seminars that are necessary for professional development that directly relate to City municipal judicial duties. Applicable requested training and estimated expense must be authorized in advance for budgetary purposes.
5. The Associate shall perform all functions and duties required under the City Charter, city ordinances, and as delineated and defined in the City of Burleson Job Description and shall perform such other legally permissible and proper duties and functions as said position shall require.
6. The Associate shall keep the Presiding Municipal Judge and City Secretary informed of issues related to the Presiding Municipal Court and shall execute their performance in cooperation with the Presiding Municipal Judge to the extent such cooperation does not impair the necessity of

judicial independence and avoids the appearance of impropriety.

7. During this agreement, the Associate agrees to comply with all provisions of the code of Judicial Conduct, Section 30 of the Burleson City Charter, Chapter 26 of the Code of Ordinances of the City of Burleson, Section 30 of the Texas Government Code, and all other applicable laws pertaining to the operation of the Burleson Municipal Court of Record. In the event of a conflict between the terms of this Agreement and said Code, Charter, Statutes and laws, the terms of said Code, Charter, Statutes and laws shall govern.
8. The Associate shall not take on representation of a client adverse to the City. The Associate shall not represent a client in a case where an employee of the City in his capacity as an employee of the City is a witness or may be summoned to appear as a witness.
9. The Associate warrants they meet the minimum qualifications listed in Chapter 26 of the Code Ordinances of the City of Burleson.
10. The City Council may remove the Associate from office during their term pursuant to Section 30 of the City Charter and in accordance with the requirements of Chapter 30 of the Texas Government Code or its successor, as same may hereafter be amended.

In Witness Whereof, City has caused this agreement to be signed in its name by the Mayor of the City of Burleson and City corporate seal to be hereunto affixed and attested by its City Secretary, and the Associate has hereunto set their hand.

Signed:

\_\_\_\_\_  
Terri Wilson

\_\_\_\_\_  
Date

Signed:

\_\_\_\_\_  
Mayor

(Seal)

Attest:

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



## City of Burleson

### City Council

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

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### AGENDA INFORMATION SHEET

**DEPARTMENT:** Public Works  
**DIRECTOR:** Eric Oscarson  
**DATE:** 05/16/2022

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### SUBJECT

Consider approval of a minute order to formally reject bids for ITB 2022 - 008 for a Pipe & Appurtenance contract. *(Staff Contact: Eric Oscarson, Public Works Director)*

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### Attachments

Department Memo  
Staff Presentation

### Respectfully submitted:

Kevin North  
(817)426-9839  
knorth@burlesontx.com  
Assistant Public Works Director



CITY OF BURLESON  
City Council

City Hall  
141 W. Renfro  
Burleson, Texas  
www.burlesontx.com

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DEPARTMENT MEMO

DEPARTMENT: Public Works  
FROM: Eric Oscarson  
MEETING: May 16, 2022

**SUBJECT:**

Consider approval of a minute order to formally reject bids for ITB 2022 - 008 for a Pipe & Appurtenance contract. (*Staff Contact: Eric Oscarson, Director of Public Works*)

**SUMMARY:**

The Water and Wastewater divisions of Public Works purchase a variety of materials that facilitate maintenance and operation of the water and wastewater systems. The materials include items such as pipe and pipe fittings, valves, hydrants, as well as manhole rings and lids. This bid provides a per unit price for these items. The quantities for each item are estimated based upon previous years purchase volumes.

The Purchasing Division of the Legal Department opened bids for ITB 2022-008 Pipe & Appurtenance on April 25, 2022, at City Hall. Bid requests were sent to all vendors registered to do business with the City of Burleson for these commodities. The bid was also advertised in the Fort Worth Star-Telegram newspaper on April 10, 2022, and April 17, 2022. If approved, the contract period is June 22, 2022, through September 30, 2023. However, only one vendor, Core and Main, LP, submitted a bid. City staff analyzed the bid and contacted other vendors that did not bid to ascertain reasons why. Uncertainty of their costs from manufacturers during this time of market volatility is the primary reason only one bid was submitted. The single bid was a 51% increase in costs from the previous contract.

Due to the significant increase in costs and only receiving one bid, staff is recommending the rejection of the bid. In the meantime, the City has a current contract that expires at the end of June. Staff will utilize existing funds to purchase enough materials to make it through the end of the fiscal year. During the next few months, staff will coordinate with the purchasing department to rebid the contract and transition from a unit price contract to a cost plus contract.

**OPTIONS:**

- 1) Approve a minute order to formally reject bids for ITB 2022 - 008 for a Pipe & Appurtenance contract.
- 2) Do not approve a minute order to formally reject bids for ITB 2022 - 008 for a Pipe & Appurtenance contract.

**RECOMMENDATION:**

Approve a minute order to formally reject bids for ITB 2022 - 008 for a Pipe & Appurtenance contract

**STAFF CONTACT:**

Name:	Eric Oscarson
Department:	Public Works Director
Email:	eoscarson@burlesontx.com
Phone:	817-426-9837



# PIPE & APPURTENANCE CONTRACT

ITB 2022-008



# BACKGROUND

- **PIPE & APPURTENANCE CONTRACT**  
ITB 2022-008
  - Unit price contract for water and wastewater parts
- **16 MONTH CONTRACT**
  - June 22, 2022 through September 30, 2023
- **BIDS**
  - Published through Bonfire - 14 distinct downloads
  - Published in Fort Worth Star-Telegram - April 10th and April 17th
  - Only one (1) Vendor Bid - Core and Main, LP
- **PRIMARY REASON WHY ONLY ONE (1) VENDOR BID**
  - Market volatility and vendors cannot get stable prices from manufacturers



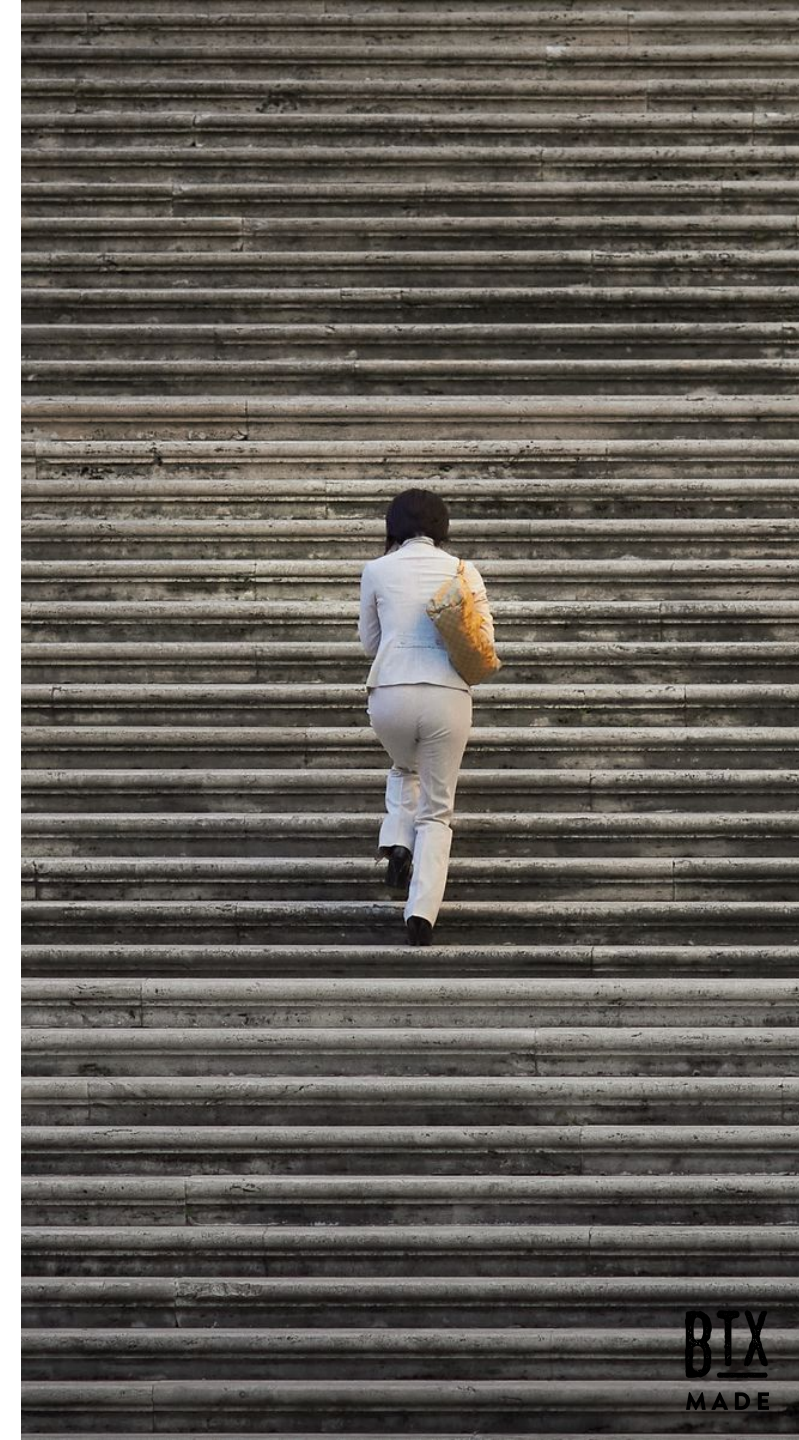
# FINANCIALS

- PREVIOUS YEAR'S CONTRACT (NOT-TO-EXCEED)
  - \$88,289.00
- PROPOSED CONTRACT
  - 15 months - June 22, 2022 through September 30, 2023 is \$166,986.12
- INCREASE IN COSTS
  - 51% Increase over prior year



# STAFF'S RECOMMENDATIONS

- DUE TO SIGNIFICANT COST INCREASES AND ONLY ONE BIDDER, STAFF IS RECOMMENDING TO REJECT THE BID
- UTILIZE REMAINING FUNDS TO PURCHASE MATERIALS FOR REST OF 2021/2022 FISCAL YEAR UNDER CURRENT CONTRACT. SET TO EXPIRE JUNE 21, 2022
- COORDINATE WITH PURCHASING TO REBID PRIOR TO NEXT FISCAL YEAR AND TRANSITION FROM A UNIT-PRICE MODEL TO A COST PLUS MODEL





# ACTION REQUESTED

RECOMMENDED



APPROVE A MINUTE ORDER TO  
FORMALLY REJECT BIDS FOR ITB  
2022 - 008 FOR A PIPE &  
APPURTENANCE CONTRACT



DO NOT APPROVE A MINUTE ORDER  
TO FORMALLY REJECT BIDS FOR ITB  
2022 - 008 FOR A PIPE &  
APPURTENANCE CONTRACT.





## City of Burleson

### City Council

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

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#### AGENDA INFORMATION SHEET

**DEPARTMENT:** Public Works

**DATE:** 05/16/2022

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#### SUBJECT

Consider approval of a resolution increasing the reimbursement amount to R.A. Development, Ltd., for sewer construction costs pursuant to an existing Chapter 380 and Economic Development and Performance Agreement in an amount not to exceed \$200,000. *(Staff Contact: Eric Oscarson, Public Works Director)*

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#### Attachments

Department Memo  
Staff Presentation  
Change Orders  
Proposed Resolution

#### Respectfully submitted:

Eric Oscarson  
Public Works Director  
eoscarson@burlesontx.com  
817-426-9837



**CITY OF BURLESON  
City Council**

City Hall  
141 W. Renfro  
Burleson, Texas  
[www.burlesontx.com](http://www.burlesontx.com)

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**DEPARTMENT MEMO**

**DEPARTMENT:** Public Works  
**FROM:** Eric Oscarson  
**MEETING:** May 16, 2022

**SUBJECT:**

Consider approval of a resolution increasing the reimbursement amount to R.A. Development, Ltd., for sewer construction costs pursuant to an existing Chapter 380 and Economic Development and Performance Agreement in an amount not to exceed \$200,000. *(Staff Presenter: Eric Oscarson, Public Works Director)*

**SUMMARY:**

On June 7, 2021, the City Council approved a Chapter 380 and Economic Development and Performance Agreement (Agreement). The Agreement is for the development of Chisholm Summit, a proposed master-planned community of approximately 1,000 acres on the west side of the City between Wilshire Blvd and the Chisholm Trail Parkway. There are several parties to this Agreement; however, R.A. Development, Ltd, will act as the Developer under the Agreement.

The Developer will design and construct a public roadway and sanitary sewer improvements in several phases as part of the Agreement. The proposed public improvements will include the extension of Lakewood Drive from just south of County Road 1020 to FM 1902 and will serve the Burleson Economic Development Corporations' future planned office park. Public sanitary sewer improvements will also be constructed to serve both the master-planned community and future office park.

The Agreement also requires the Developer to construct a gravity sanitary sewer from Mockingbird Lane to County Road 914A. The sanitary sewer will serve the master-planned community, future office park, and future development within the surrounding area. The City will reimburse the Developer for the cost of constructing the gravity sewer per the terms of the Agreement.

On October 18, 2021, the City Council approved a resolution approving the design and also reimbursement to R.A. Development, Ltd. for construction costs related to the gravity sanitary sewer from Mockingbird Lane to County Road 914A . The memo presented to the City Council stated the low bid was \$1,694,298.00, and a five percent contingency in the amount of \$84,714.90 would be added for a total project amount not to exceed \$1,779,012.90. The resolution also authorized the City Manager to review the actual receipts and invoices received from the Developer for costs actually incurred in the construction of the sanitary sewer and to reimburse the Developer in accordance with the Agreement.

Since then, R.A. Development, Ltd., has submitted six change orders totaling \$167,274.10 which are detailed below.

**Change Order #1 - \$1,900**

This change order is for concrete encasement for the gravity sanitary sewer line crossing a JCSUD water line. While TCEQ separation requirements are met, JCSUD requires any sewer crossing their water line to be encased in concrete.

**Change Order #2 - \$2,494.00**

Two additional concrete encasement locations for sewer crossing JCSUD water lines.

**Change Order #3 - \$51,088.50**

This change order is due to redesign of a portion of sewer line along County Road 1021 and County Road 914. During construction, City staff received a phone call from a resident who was concerned the City planned to construct the sewer within her property without the proper easements even though the sewer was located within the County Road. After review of her property deeds, it was determined the property line did extend into the roadway and the language within the deed did not allow for construction of a sewer line within the roadway. City staff requested the design engineer move the sewer line out of the resident's property.

**Change Order #4 - \$2,175.00**

Two different consulting engineers each designed a portion of the gravity sewer line. A discrepancy was noted where the two designs converged at a single manhole which resulted in an error in directions for the sewer line. A new manhole bottom is required to complete the construction of the manhole.

**Change Order #5 - \$69,843.00**

An error was discovered after construction began in the quantities for the backfill of the sewer line trench. The design engineer did not take into account the depth of the sewer and the location of the sewer line within the roadway resulting in the use of a trench box required in order to install the sewer line within the roadway. The trench box is required to allow the roadway to remain open to through traffic during construction hours due to the narrow width of pavement along both County Road 1021 and County Road 914. This is a cost that would have been incurred by the City regardless of the error. City staff will be meeting with the design engineer to discuss the error in quantities and determine if reimbursement is warranted.

**Change Order #6 - \$39,773.60**

An error was discovered regarding the 15-inch and 18-inch pipe quantities. The 15-inch pipe quantity was in excess of approximately 500 linear feet and the 18-inch pipe quantity was short by approximately 500 linear feet. Because the contractor had already purchased the 15-inch pipe, he is due compensation; however, the contractor was able to find a buyer for the excess 15-inch pipe which reduced the overall change order request. Since the bid in October, pipe costs have increased by approximately \$25 dollars so in addition to the additional quantity for the 18-inch pipe, the change order includes the difference in pipe costs.

Construction is approximately 60 percent complete. Staff is requesting approval of a total of \$1,979,012.90 be available for reimbursement to R.A. Development, Ltd. This includes the



original bid amount of \$1,694,298.00, 5% contingency in the amount of \$84,714.90, and an additional \$200,000.00. These funds will be reimbursement for construction costs for the sewer line including the six requested change orders. The remainder of funds will be available for additional reimbursement in the event unforeseen issues arise during the remainder of construction. Any funds not expended as part of this project will be released back to the water and sewer fund for use on future projects.

**OPTIONS:**

1. Approve a resolution increasing the reimbursement amount to R.A. Development, Ltd., for sewer construction costs pursuant to an existing Chapter 380 and Economic Development and Performance Agreement in an amount not to exceed \$200,000.
2. Deny a resolution increasing the reimbursement amount to R.A. Development, Ltd., for sewer construction costs pursuant to an existing Chapter 380 and Economic Development and Performance Agreement in an amount not to exceed \$200,000.

**RECOMMENDATION:**

Approve a resolution increasing the reimbursement amount to R.A. Development, Ltd., for sewer construction costs pursuant to an existing Chapter 380 and Economic Development and Performance Agreement in an amount not to exceed \$200,000.

**FISCAL IMPACT:**

**Budgeted Y/N:** Y

**Fund Name:** W/S Bond Fund

**Full Account #s:**

**Amount:** \$200,000

**Project (if applicable):** 22PW01

**Financial Considerations:**

**STAFF CONTACT:**

Name: Eric Oscarson  
Department: Public Works Director  
Email: eoscarson@burlesontx.com  
Phone: 817-426-9837



# RESOLUTION OF REIMBURSEMENT

Gravity Sewer - Mockingbird Lane to CR 914A

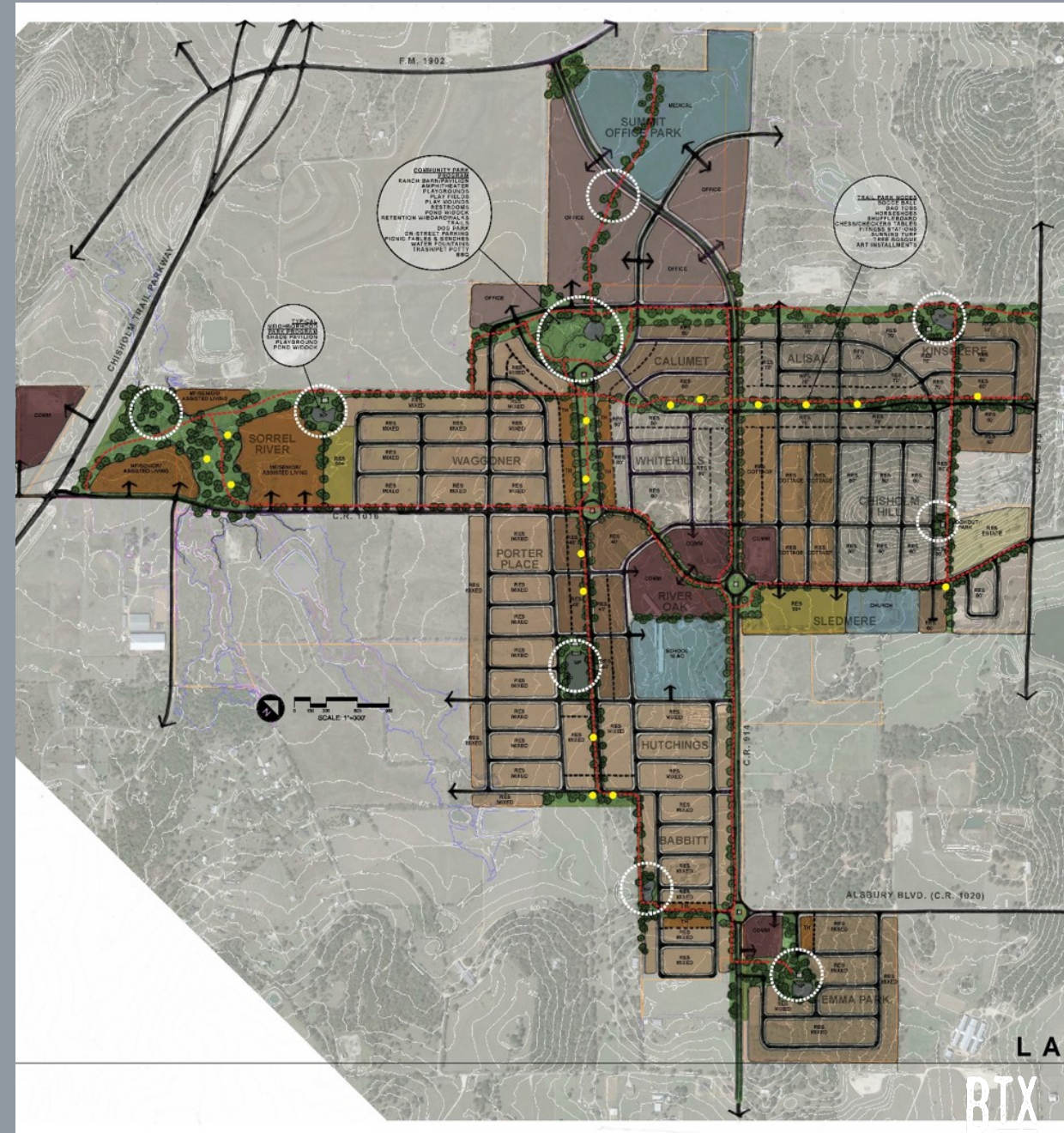
# HISTORY

## JUNE 7, 2021

- Chapter 380 and economic development and performance agreement approved
- Contract approved by Council for the purchase of 106 acres for future office / medical park

## OCTOBER 18, 2021

- Reimbursement resolution to R.A. Development, Ltd. for construction costs related to the gravity sewer to serve the Chisholm Summit Development, future office / medical park and surrounding area approved





# CITY PARTICIPATION

## Sewer Improvements

- **PHASE 1**

- Gravity sewer from Mockingbird Lane to CR 914A

- **PHASES 2 & 3**

- Lift station near FM 1902
- Two force mains
- Gravity sewer to lift station

- **TOTAL CONTRIBUTION**

- Approximately \$8 million in developer reimbursements (W/S Bond Funds)





# REIMBURSEMENT RESOLUTION



- REIMBURSEMENT BASED ON ESTIMATED CONSTRUCTION COSTS AND 5% CONTINGENCY- \$1,779,012.90
- REIMBURSEMENT LIMITED BY RESOLUTION

# CHANGE ORDERS

Total \$167,274.10

## 1 \$1,900 - APPROVED

- Concrete encasement for sewer crossing JCSUD water line

## 2 \$2,494 - APPROVED

- Concrete encasement for two additional areas where sewer line crossed JCSUD water lines

## 3 \$51,088.50 - APPROVED

- Redesign of portion of sewer line due to easement issues

## 4 \$2,175.00 - APPROVED

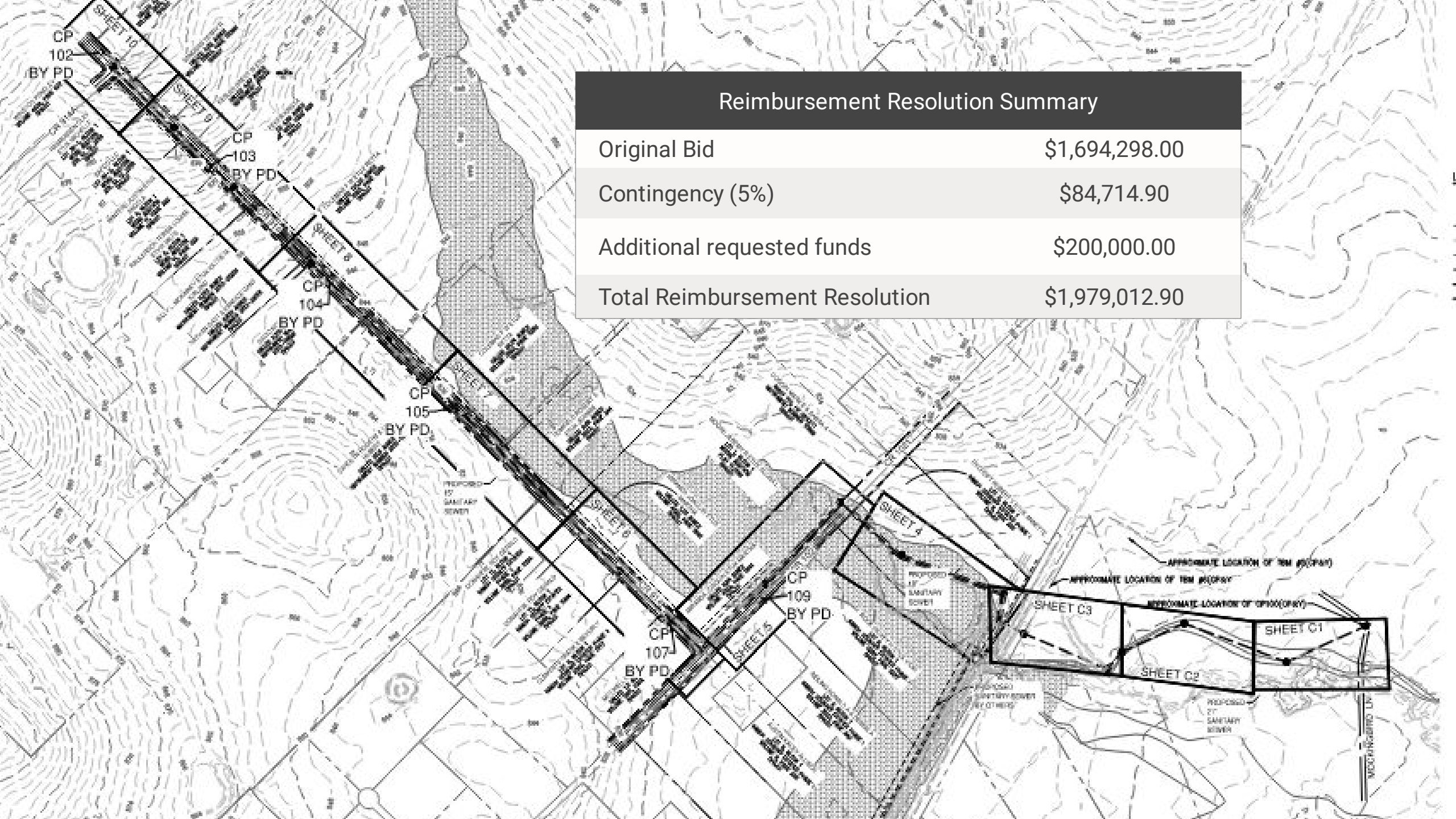
- Separate consultants designed portions of the gravity sewer.
- Issue with manhole where plans converged with coordinates - new manhole bottom required

## 5 \$69,843.00

- Backfill quantities for sewer within roadway were short
- Cost would have been incurred regardless due to depth of sewer line and use of trench boxes

## 6 \$39,773.60

- Error in pipe quantities
- Increased prices for pipe material
- Contractor able to reduce change order cost by selling excess pipe



Reimbursement Resolution Summary

Original Bid	\$1,694,298.00
Contingency (5%)	\$84,714.90
Additional requested funds	\$200,000.00
Total Reimbursement Resolution	\$1,979,012.90



# REIMBURSEMENT RESOLUTION

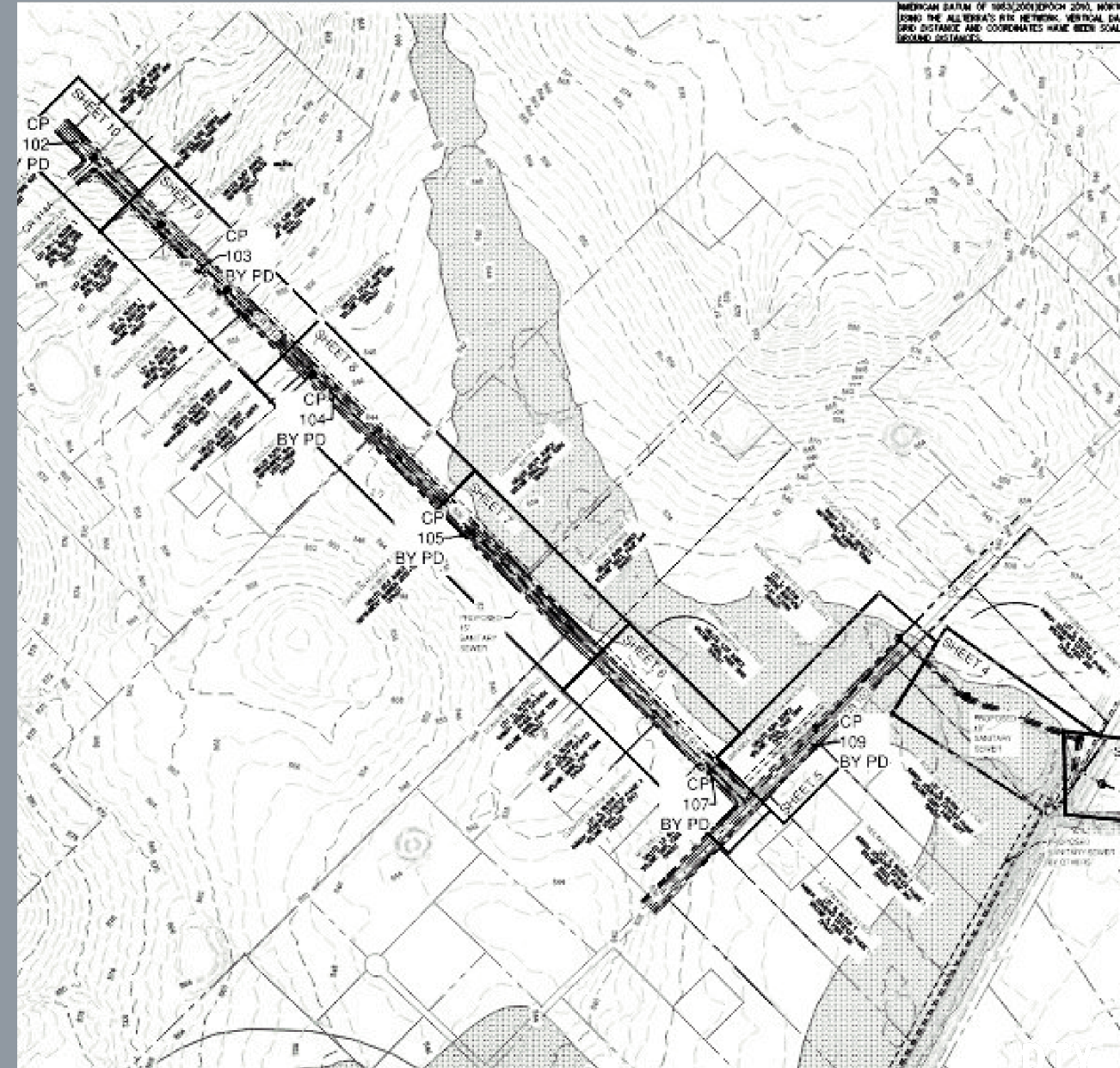
## RECOMMENDED



APPROVE A RESOLUTION  
APPROVING THE FINAL  
PHASE ONE SEWER DESIGN  
AND AUTHORIZING THE  
REIMBURSEMENT OF R.A.  
DEVELOPMENT, LTD., FOR  
SEWER CONSTRUCTION  
COSTS PURSUANT TO AN  
EXISTING CHAPTER 380  
AND ECONOMIC  
DEVELOPMENT AND  
PERFORMANCE  
AGREEMENT IN AN  
AMOUNT NOT TO EXCEED  
\$1,979,012.90.



DENY A RESOLUTION  
APPROVING THE FINAL  
PHASE ONE SEWER DESIGN  
AND AUTHORIZING THE  
REIMBURSEMENT OF R.A.  
DEVELOPMENT, LTD., FOR  
SEWER CONSTRUCTION  
COSTS PURSUANT TO AN  
EXISTING CHAPTER 380  
AND ECONOMIC  
DEVELOPMENT AND  
PERFORMANCE  
AGREEMENT IN AN  
AMOUNT NOT TO EXCEED  
\$1,979,012.90







CHANGE ORDER NO. 1  
TO  
Dagger Contracting, LLC

THE CITY OF BURLESON, TEXAS

DATE: 2-Mar-22  
OWNER: RA Development (Reimbursible by City of Burleson)  
CONTRACTOR: Dagger Contracting, LLC

INSERT REASON: Reinforced concrete encasement of new sanitary sewer main per TCEQ requirements

Original Contract Amount	\$ 1,694,298.00	
Net INCREASE in Contract Amount from <b>Previous</b> Change Orders	\$ -	
Net INCREASE in Contract Amount from <b>this</b> Change Order	\$1,900.00	Current Increase 0.11%
Revised Contract Total Amount	\$ 1,696,198.00	Overall Increase(%) 0.11%
Original Contract Completion Time	170 calendar days	Calendar Days 12-Jul-22
Change in Contract completion Time from <b>Previous</b> Change Orders		Calendar Days
Change in Contract completion Time from <b>this</b> Change Order	0 calendar days	Calendar Days
Revised Contract Completion Time		Revised Completion Date 12-Jul-22
Recommended by: CITY OF BURLESON	Accepted by: Dagger Contracting, LLC	

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

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

Title: City Manager \_\_\_\_\_

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

Approved by Owner:

CITY OF BURLESON

By: Purchasing Manager \_\_\_\_\_

# DAGGER CONTRACTING

## POTENTIAL CHANGE ORDER

To:	Justin Bond	P.C.O. No. :	001
Company:	R.A. Development	Project:	21030
Date:	March 2, 2022	City:	Burleson

### Description of Work

This Change Order includes all costs associated with the following items:

Reinforced concrete encasement of new sanitary sewer main per TCEQ requirements

No.	Description	Qty.	Unit M.	Unit	Extended
NEW	SS Concrete Encasement per TCEQ	1	LS		\$ 1,900.00
NEW		0	LS		\$ -
NEW		0	LS		\$ -
Subtotal:					\$ 1,900.00
Total:					\$ 1,900.00

This change order has the same exclusions and qualifications as original proposal.

Change Order #001 Pending	\$ 1,900.00
---------------------------	-------------

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

Submitted By,

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

Josh Hodsdon  
Dagger Contracting, LLC  
[kicker@daggercontracting.com](mailto:kicker@daggercontracting.com)  
(m) 817-401-1913  
(o) 817-481-4545



CHANGE ORDER NO. 2  
TO  
Dagger Contracting, LLC

THE CITY OF BURLESON, TEXAS

DATE: 17-Mar-22  
OWNER: RA Development (Reimbursible by City of Burleson)  
CONTRACTOR: Dagger Contracting, LLC

INSERT REASON: Reinforced concrete encasement of new sanitary sewer main per TCEQ requirements at STA 9+00 (Pape) to cross three (3) existing JCSUD waterlines

Original Contract Amount	\$ 1,694,298.00	
Net INCREASE in Contract Amount from <u>Previous</u> Change Orders	\$ 1,900.00	
Net INCREASE in Contract Amount from <u>this</u> Change Order	\$2,494.00	Current Increase 0.15%
Revised Contract Total Amount	\$ 1,698,692.00	Overall Increase(%) 0.26%
Original Contract Completion Time	170 calendar days	Calendar Days 12-Jul-22
Change in Contract completion Time from <u>Previous</u> Change Orders		Calendar Days
Change in Contract completion Time from <u>this</u> Change Order	0 calendar days	Calendar Days
Revised Contract Completion Time		Revised Completion Date 12-Jul-22
Recommended by: CITY OF BURLESON	Accepted by: Dagger Contracting, LLC	

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

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

Title: City Manager

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

Approved by Owner:

CITY OF BURLESON

By: Purchasing Manager

# DAGGER CONTRACTING

## POTENTIAL CHANGE ORDER

To:	Justin Bond	P.C.O. No. :	002
Company:	R.A. Development	Project:	21030
Date:	March 17, 2022	City:	Burleson

### Description of Work

This Change Order includes all costs associated with the following items:

Reinforced concrete encasement of new sanitary sewer main per TCEQ requirements at STA 9+00 (Pape) to cross three (3) existing JCSUD waterlines

No.	Description	Qty.	Unit M.	Unit	Extended
NEW	SS Concrete Encasement per TCEQ @ STA 9+00 (Pape)	1	LS		\$ 2,494.00
NEW		0	LS		\$ -
NEW		0	LS		\$ -
				Subtotal:	\$ 2,494.00
				Total:	\$ 2,494.00

This change order has the same exclusions and qualifications as original proposal.

Change Order #002 Pending	\$ 2,494.00
---------------------------	-------------

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

Submitted By,

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

Josh Hodsdon  
Dagger Contracting, LLC  
[kicker@daggercontracting.com](mailto:kicker@daggercontracting.com)  
(m) 817-401-1913  
(o) 817-481-4545



CHANGE ORDER NO. 3  
TO  
Dagger Contracting, LLC

THE CITY OF BURLESON, TEXAS

DATE: 21-Apr-22  
OWNER: RA Development (Reimbursible by City of Burleson)  
CONTRACTOR: Dagger Contracting, LLC

INSERT REASON: Alignment Changes Due to Easements

Original Contract Amount	\$ 1,694,298.00	
Net INCREASE in Contract Amount from <b>Previous</b> Change Orders	\$ 4,394.00	
Net INCREASE in Contract Amount from <b>this</b> Change Order	\$51,088.50	Current Increase 3.02%
Revised Contract Total Amount	\$ 1,749,780.50	Overall Increase(%) 3.27%
Original Contract Completion Time	170 calendar days	Calendar Days 12-Jul-22
Change in Contract completion Time from <b>Previous</b> Change Orders		Calendar Days
Change in Contract completion Time from <b>this</b> Change Order	20 calendar days	Calendar Days
Revised Contract Completion Time	20	Revised Completion Date 1-Aug-22
Recommended by: CITY OF BURLESON	Accepted by: Dagger Contracting, LLC	

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

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

Title: City Manager \_\_\_\_\_

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

Approved by Owner:

CITY OF BURLESON

By: Purchasing Manager \_\_\_\_\_



PO BOX 1040  
ROANOKE, TX 76262  
817.819.4117  
[nord@daggercontracting.com](mailto:nord@daggercontracting.com)

PROJECT: MOCKINGBIRD LANE SEWER  
LOCATION: BURLESON, TX  
BID DATE: 10/11/2021  
ADDENDA: N/A  
ESTIMATOR: ANDY NORD

BID NUMBER: 21030  
REVISION: 2  
REV DATE: 5/3/2022

ITEM NUMBER	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
<b>PCO #003 - REALIGNMENT OF SS ALONG CR 1021</b>					
4	HYDROMULCH SEEDING	555	SY	\$ 1.00	\$ 555.00
7	TRENCH BLOCK	1	EA	\$ 355.00	\$ 355.00
14	18" PVC (SDR 26 HEAVY WALL) SS BY OPEN CUT	40	LF	\$ 145.00	\$ 5,800.00
15	15" PVC (SDR 26 HEAVY WALL) SS BY OPEN CUT	-36	LF	\$ 95.00	\$ (3,420.00)
16	5' DIA STD MANHOLE 0'-8' DEPTH W/ VENT & WATER TIGHT LID	1	EA	\$ 7,500.00	\$ 7,500.00
18	5' STD MANHOLE 0'-8' DEPTH	1	EA	\$ 5,000.00	\$ 5,000.00
20	EXTRA DEPTH (OVER 8' FOR ALL 5' MANHOLES)	4	VF	\$ 600.00	\$ 2,400.00
22	MANHOLE VACUUM TESTING	2	EA	\$ 150.00	\$ 300.00
23	TRENCH SAFETY SYSTEMS	4	LF	\$ 1.00	\$ 4.00
24	POST CCTV INSPECTION	4	LF	\$ 1.00	\$ 4.00
25	GRAVEL ROAD REPLACEMENT	25	LF	\$ 45.00	\$ 1,125.00
	RMV / RPLC CONCRETE DRIVEWAY	45.5	SY	\$ 225.00	\$ 10,237.50
	REMOVE & RESET MAILBOX (W/ TEMP SETTING)	5	EA	\$ 195.00	\$ 975.00
	RMV / RPLC 18" HEADWALL	4	EA	\$ 2,544.00	\$ 10,176.00
	RMV / RPLC 18" RCP CULVERT (CLASS III TONGUE & GROOVE)	44	LF	\$ 117.00	\$ 5,148.00
	RMV / RESET TRAFFIC SIGN	1	EA	\$ 164.00	\$ 164.00
	NEW BASE FOR 5' MANHOLE ALREADY ONSITE	1	EA	\$ 2,175.00	\$ 2,175.00
	FREIGHT FOR NEW / REVISED MANHOLES	1	LS	\$ 2,590.00	\$ 2,590.00
<b>TOTAL CHANGE AMOUNT:</b>					<b>\$ 51,088.50</b>

**CHANGE ORDER NOTES:**

THESE CHANGES ONLY REFLECT PLAN CHANGES PROVIDED TO DAGGER ON 4/15/22. NO OTHER CHANGES ARE INCLUDED IN THIS PRICING  
NEW BASE FOR 5' MANHOLE INCLUDES DISPOSAL OF EXISTING BASE ONSITE FROM ORIGINAL PLANS

**NO MONEY HAS BEEN INCLUDED FOR REPAIRING THE 4" JCSUD WATER LINE. SHOULD THIS LINE DEVIATE FROM THE PATH IT IS BELIEVED TO BE ON, AND DAGGER IS REQUIRED TO REPAIR IT, DAGGER WILL PROVIDE A CHANGE ORDER FOR ALL REPAIR COSTS**

MANHOLE MANUFACTURERS ARE NOW CHARGING FREIGHT FOR ALL SHIPMENTS OF MANHOLES

**DAGGER WILL ATTEMPT TO PROTECT ALL CULVERTS NOT INCLUDED TO BE REMOVED AND REPLACED. SHOULD CULVERTS BE DAMAGED DURING CONSTRUCTION DESPITE PROTECTION EFFORTS, DAGGER WILL SEEK CHANGE ORDER TO MAKE NECESSARY REPAIRS.**

**DAGGER IS REQUESTING 20 DAYS BE ADDED TO THE CONTRACT FOR THESE PROPOSED CHANGES**



CHANGE ORDER NO. 4  
TO  
Dagger Contracting, LLC

THE CITY OF BURLESON, TEXAS

DATE: 21-Apr-22  
OWNER: RA Development (Reimbursible by City of Burleson)  
CONTRACTOR: Dagger Contracting, LLC

INSERT REASON: New Base for 5' Manhole Already Onsite

Original Contract Amount	\$ 1,694,298.00	
Net INCREASE in Contract Amount from <b>Previous</b> Change Orders	\$ 55,482.50	
Net INCREASE in Contract Amount from <b>this</b> Change Order	\$2,175.00	Current Increase 0.13%
Revised Contract Total Amount	\$ 1,751,955.50	Overall Increase(%) 3.40%
Original Contract Completion Time	170 calendar days	Calendar Days 12-Jul-22
Change in Contract completion Time from <b>Previous</b> Change Orders	20 calendar days	Calendar Days
Change in Contract completion Time from <b>this</b> Change Order	1 calendar days	Calendar Days
Revised Contract Completion Time	21	Revised Completion Date 2-Aug-22
Recommended by: CITY OF BURLESON	Accepted by: Dagger Contracting, LLC	

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

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

Title: City Manager \_\_\_\_\_

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

Approved by Owner:

CITY OF BURLESON

By: Purchasing Manager \_\_\_\_\_



PO BOX 1040  
ROANOKE, TX 76262  
817.819.4117  
[nord@daggercontracting.com](mailto:nord@daggercontracting.com)

PROJECT: MOCKINGBIRD LANE SEWER  
LOCATION: BURLESON, TX  
BID DATE: 10/11/2021  
ADDENDA: N/A  
ESTIMATOR: ANDY NORD

BID NUMBER: 21030  
REVISION: 0  
REV DATE: N/A

ITEM NUMBER	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
<b>PCO #004 - NEW MANHOLE BASE AT SS-1 STA 0+00 (PAPE DAWSON PLANS)</b>					
	NEW BASE FOR 5' MANHOLE ALREADY ONSITE	1	EA	\$ 2,175.00	\$ 2,175.00
<b>TOTAL CHANGE AMOUNT:</b>					<b>\$ 2,175.00</b>

**CHANGE ORDER BREAKDOWN**

LABOR & EQUIPMENT	\$ 128.00
MATERIALS	\$ 1,650.50
SUBCONTRACTORS	\$ 160.00
OVERHEAD & PROFIT (10%)	\$ 193.85
2% BOND ADJUSTMENT	\$ 42.65
<b>TOTAL CHANGE AMOUNT:</b>	<b>\$ 2,175.00</b>

**CHANGE ORDER NOTES:**

NEW BASE FOR 5' MANHOLE INCLUDES DISPOSAL OF EXISTING BASE ONSITE FROM ORIGINAL PLANS

DAGGER IS REQUESTING 1 DAY BE ADDED TO THE CONTRACT FOR THESE PROPOSED CHANGES





CHANGE ORDER NO. 5  
TO  
Dagger Contracting, LLC

THE CITY OF BURLESON, TEXAS

DATE: 25-Apr-22  
OWNER: RA Development (Reimbursible by City of Burleson)  
CONTRACTOR: Dagger Contracting, LLC

INSERT REASON: Increase HMAC Trench Repair Quantity

Original Contract Amount	\$ 1,694,298.00	
Net INCREASE in Contract Amount from <b>Previous</b> Change Orders	\$ 57,657.50	
Net INCREASE in Contract Amount from <b>this</b> Change Order	\$69,843.00	Current Increase 4.12%
Revised Contract Total Amount	\$ 1,821,798.50	Overall Increase(%) 7.53%
Original Contract Completion Time	170 calendar days	Calendar Days 12-Jul-22
Change in Contract completion Time from <b>Previous</b> Change Orders	21 calendar days	Calendar Days
Change in Contract completion Time from <b>this</b> Change Order	5 calendar days	Calendar Days
Revised Contract Completion Time	26	Revised Completion Date 7-Aug-22
Recommended by: CITY OF BURLESON	Accepted by: Dagger Contracting, LLC	

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

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

Title: City Manager \_\_\_\_\_

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

Approved by Owner:

CITY OF BURLESON

By: Purchasing Manager \_\_\_\_\_



PO BOX 1040  
ROANOKE, TX 76262  
817.819.4117  
[nord@daggercontracting.com](mailto:nord@daggercontracting.com)

PROJECT: MOCKINGBIRD LANE SEWER  
LOCATION: BURLESON, TX  
BID DATE: 10/11/2021  
ADDENDA: N/A  
ESTIMATOR: ANDY NORD

BID NUMBER: 21030  
REVISION: 0  
REV DATE: N/A

ITEM NUMBER	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
PCO #005 - INCREASE HMA TRENCH REPAIR QUANTITY (RFI #006)					
8	REPAIR HMA PAVEMENT FULL DEPTH	751	SY	\$ 93.00	\$ 69,843.00
TOTAL CHANGE AMOUNT:					\$ 69,843.00

**CHANGE ORDER NOTES:**

THIS QUANTITY ADJUSTMENT INCREASES THE TOTAL QUANTITY FOR ORIGINAL BID ITEM 8 UP TO 2718 SY.



CHANGE ORDER NO. 6  
TO  
Dagger Contracting, LLC

THE CITY OF BURLESON, TEXAS

DATE: 6-May-22  
OWNER: RA Development (Reimbursible by City of Burleson)  
CONTRACTOR: Dagger Contracting, LLC

INSERT REASON: 18IN and 15IN Quantity Adjustment

Original Contract Amount	\$ 1,694,298.00	
Net INCREASE in Contract Amount from <b>Previous</b> Change Orders	\$ 127,500.50	
Net INCREASE in Contract Amount from <b>this</b> Change Order	\$39,773.60	Current Increase 2.35%
Revised Contract Total Amount	\$ 1,861,572.10	Overall Increase(%) 9.87%
Original Contract Completion Time	170 calendar days	Calendar Days 12-Jul-22
Change in Contract completion Time from <b>Previous</b> Change Orders	21 calendar days	Calendar Days
Change in Contract completion Time from <b>this</b> Change Order	0 calendar days	Calendar Days
Revised Contract Completion Time	26	Revised Completion Date 7-Aug-22
Recommended by: CITY OF BURLESON	Accepted by: Dagger Contracting, LLC	

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

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

Title: City Manager \_\_\_\_\_

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

Approved by Owner:

CITY OF BURLESON

By: Purchasing Manager \_\_\_\_\_



PO BOX 1040  
ROANOKE, TX 76262  
817.819.4117  
[nord@daggercontracting.com](mailto:nord@daggercontracting.com)

PROJECT: MOCKINGBIRD LANE SEWER  
LOCATION: BURLESON, TX  
BID DATE: 10/11/2021  
ADDENDA: N/A  
ESTIMATOR: ANDY NORD

BID NUMBER: 21030  
REVISION: 0  
REV DATE: N/A

ITEM NUMBER	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
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**PCO #006 - 18IN AND 15IN QUANTITY ADJUSTMENT**

14	18" PVC (SDR 26 HEAVY WALL) SS BY OPEN CUT	512	LF	\$ 145.00	\$ 74,240.00
15	15" PVC (SDR 26 HEAVY WALL) SS BY OPEN CUT	-512	LF	\$ 95.00	\$ (48,640.00)
	18" PVC (SDR 26 HEAVY WALL) PRICE INCREASE FOR NEW PIPE	560	LF	\$ 25.31	\$ 14,173.60

**TOTAL UTILITY BID AMOUNT: \$ 39,773.60**

## **RESOLUTION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, AMENDING RESOLUTION CSO#1900-10-2021 BY INCREASING THE AMOUNT OF ESTIMATED CONSTRUCTION COSTS FOR THE CONSTRUCTION OF SEWER IMPROVEMENTS PURSUANT TO AN EXISTING CHAPTER 380 AND ECONOMIC DEVELOPMENT AND PERFORMANCE AGREEMENT, AND AUTHORIZING THE CITY MANAGER TO REIMBURSE R.A. DEVELOPMENT, LTD. FOR SUCH COSTS ACTUALLY INCURRED AND IN ACCORDANCE WITH SAID AGREEMENT.**

**WHEREAS**, the City of Burleson, Texas (the “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**, on June 7, 2021, the City, R.A. Development, Ltd. (“Developer”), the Burleson 4A Economic Development Corporation, and other parties entered into that certain Chapter 380 and Economic Development and Performance Agreement for the development of Chisholm Summit and Hooper Business Park (the “Agreement”); and

**WHEREAS**, the Agreement calls for the Developer to construct certain sewer improvements through a third-party contractor and for the City to reimburse Developer for the funds paid for the construction of such sewer improvements; and

**WHEREAS**, on October 18, 2021, the City Council approved the estimated construction costs for the sewer improvements and authorized the City Manager to reimburse the Developer for the actual construction costs of the sewer improvements not to exceed \$1,779,012.90 in Resolution CSO#1900-10-2021, the terms of which are incorporated herein by reference as if set forth verbatim herein for all purposes (the “Resolution”); and

**WHEREAS**, on October 18, 2021, the City Council awarded a bid for the construction of the sewer improvements through the Developer to Dagger Contracting LLC (“Contractor”); and

**WHEREAS**, Developer through Contractor has begun construction of Phase One of the sewer improvements as defined in the Agreement; and

**WHEREAS**, the Developer received six change orders from Contractor for construction of the sewer improvements; and

**WHEREAS**, the City has reviewed the submitted the change orders and find them appropriate under the Agreement, and would like to increase the Estimated Construction Costs and the amount reimbursable to Developer increased by the total amount of the change orders; and

**WHEREAS**, the City would like to further increase the Estimated Construction Costs and the amount reimbursable to Developer in an amount above the six change orders to accommodate

future construction costs; and

**WHEREAS**, the City Council desires to increase the Estimated Construction Costs set forth in the Resolution by \$200,000 to include the costs of the six change orders and additional contingency (the “Additional Costs”); and

**WHEREAS**, the City Council desires to increase the Estimated Construction Costs set forth in the Resolution to include the Additional Costs for a total cost of \$1,979,012.90 (the “Amended Estimated Construction Costs”); and

**WHEREAS**, the City Council desires to authorize to the City Manager to review the actual receipts and invoices received from the Developer for costs actually incurred in the construction of the Improvements and to reimburse the Developer in accordance with the Agreement in an amount not to exceed \$1,979,012.90; and

**WHEREAS**, the City Council, after review, desires to approve the Amended Estimated Construction Costs in accordance with the Agreement; and

**WHEREAS**, the City Council finds the Amended Estimated Construction Costs will further the purposes and findings set forth in the Agreement.

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

#### **Section 1**

The City Council, in accordance with the Agreement, hereby approves the Amended Estimated Construction Costs for the Improvements in the amount of \$1,979,012.90, and amends Resolution CSO#1900-10-2021 accordingly.

#### **Section 2**

The City Manager is authorized to reimburse the Developer for costs actually incurred in the construction of the Improvements and set forth in the Amended Estimated Construction Costs. The reimbursement amount shall not exceed the Amended Estimated Construction Costs of \$1,979,012.90. The reimbursement shall be paid in accordance with the Agreement.

#### **Section 3**

The terms and conditions of the Resolution are incorporated herein, and capitalized terms used in this resolution shall have the same meanings such terms are given in the Resolution. Except as specifically set forth herein, this resolution shall in no way modify, alter or amend the remaining terms of the Resolution.

#### **Section 4**

The findings set forth above in the recitals of this resolution are incorporated into the body of this

resolution as if fully set forth herein.

### **Section 5**

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

### **Section 6**

That the terms and provisions of this resolution shall be deemed to be severable and that if any section, subsection, sentence, clause, or phrase of this resolution shall be declared to be invalid or unconstitutional, the same shall not affect the validity of any other section, subsection, sentence, clause, or phrase of this resolution and the remainder of such resolution shall continue in full force and effect the same as if such invalid or unconstitutional provision had never been a part hereof.

### **Section 7**

This resolution shall become effective from and after its date of passage in accordance with law.

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

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

ATTEST:

APPROVED AS TO LEGAL FORM:

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

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



## City of Burleson

### City Council

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

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### AGENDA INFORMATION SHEET

**DEPARTMENT:** Development Services

**DATE:** 05/16/2022

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#### SUBJECT

**8304 Whispering Meadows Rd, Lot 25R, of Whispering Meadows (Case 22-035):** Hold a public hearing and consider approval of 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 2.9 acres of land, addressed as 8304 Whispering Meadows Rd, known as lot Lot 25R, being a portion of Lot 25, Whispering Meadows an addition to Johnson County, Texas, from A, Agricultural to SFE, Single-family Estate, 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 Presenter: Tony McIlwain, Director of Development Services) (The Planning and Zoning Commission recommended approval unanimously)*

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#### Attachments

Department Memo  
Staff Presentation  
Draft Ordinance  
Narrative

#### Respectfully submitted:

Tony McIlwain  
Development Services Director  
[817-426-9684](tel:817-426-9684)



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DEPARTMENT MEMO

DEPARTMENT: Development Services

FROM: Tony McIlwain

MEETING: May 16, 2022

**SUBJECT**

**8304 Whispering Meadows Rd, Lot 25R, of Whispering Meadows (Case 22-035):** Hold a public hearing and consider approval of 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 2.9 acres of land, addressed as 8304 Whispering Meadows Rd, known as Lot 25R, being a portion of Lot 25, Whispering Meadows an addition to Johnson County, Texas, from A, Agricultural to SFE, Single-family Estate, 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 Presenter, Tony McIlwain, Director of Development Services) (The Planning and Zoning Commission recommended approval unanimously)*

**SUMMARY:**

On March 14, 2022, an application was submitted by Marshall Miller with Lonestar Land Surveying (Applicant) on behalf of Sara Pair (Owner) requesting to rezone a 2.9 acre parcel of land to SFE, Single-Family Estate zoning district to allow for the construction of one single-family dwelling on the subject lot. The applicant has also submitted a Replat (Case 22-025) that is going through the approval process concurrently. The zoning change is necessary as the existing default-zoning district of A, Agricultural, has a minimum lot size requirement of three acres. The requested SFE, Single-Family Estate zoning district has a minimum lot size of one acre. If the requested zoning change is approved, the applicant will be able to develop a single-family dwelling on the subject lot. A draft ordinance for this zoning change request is included in this packet.

**Planning Analysis**

The City's Imagine Burleson 2030 Midpoint Update Comprehensive Plan designates this site as **Chisholm Trail Corridor** that provides the following description:

"Land uses along the Chisholm Trail Corridor should be primarily nonresidential, with the primary use being large-scale professional campuses, such as office parks or medical centers. Complementary large-scale retail will also be appropriate. This area is envisioned to develop in a coordinated manner, with both vehicular and pedestrian connectivity in mind. Development should emphasize quality building and site design and robust landscaping, reflecting a positive image of Burleson to those traveling along the corridor.

Much of this land is currently vacant or occupied by low density residential development. As areas along the corridor begin to develop, compatibility measures will be important to prevent land use conflicts between the new development and adjacent residential developments. Examples of such measure include limited building heights, enhanced landscaping, additional setbacks, and access management controls.”

Per the Chisholm Trail Corridor description, nonresidential uses are the primary vision of the area. However, the description also acknowledges that much of this land is currently vacant or occupied by low density residential development. It is the responsibility of the City to ensure that as areas along the corridor begin to develop, compatibility measures are implemented to prevent land use conflicts between the new development and adjacent residential developments. Staff supports the zoning change as the proposed zoning will conform to the subject properties existing use of single-family residential. The subject site is also surrounded by low-density residential on default-zoned A, Agricultural land.



	<b>Zoning</b>	<b>Use</b>
Subject Site	A, Agricultural (initial zoning after annexation)	Previously Developed, Residentially
North	A, Agricultural	Developed, Residentially
East	A, Agricultural	Developed, Residentially
South	N/A, ETJ	Developed, Residentially
West	N/A, ETJ	Developed, Residentially

**OPTIONS:**

1. Approve the zoning change request; or
2. Deny the zoning change request.

**RECOMMENDATION:**

Staff recommends approval of a zoning change from A, Agricultural to SFE, Single-Family Estate district on the property located at 8304 Whispering Meadows. (Case 22-035)

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

None

**PUBLIC NOTIFICATION:**

Notice was mailed to surrounding property owners within 300 feet and published in the newspaper in accordance with City ordinances and State law. In addition, a sign was placed on the subject property.

At this time staff has received no inquiries regarding this case.

**FISCAL IMPACT:**

None

**STAFF CONTACT:**

Name: Tony McIlwain  
Department: Development Services  
Email: [tmcilwain@burlesontx.com](mailto:tmcilwain@burlesontx.com)  
Phone: 817-426-9684

# 8304 Whispering Meadows ZC

## Location:

- 2.9 acres
- 8304 Whispering Meadows

## Applicant:

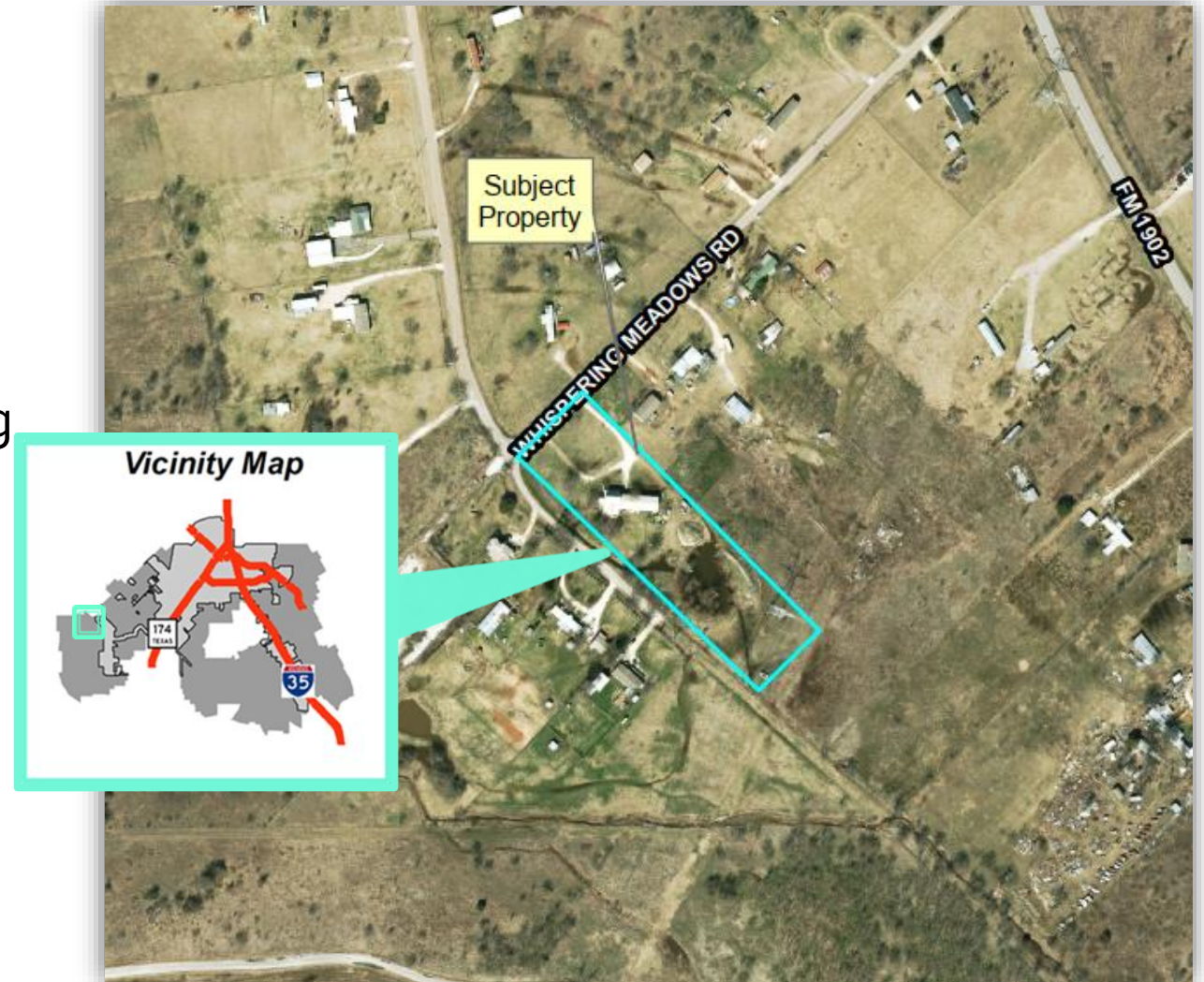
Marshall Miller with Lonestar Land Surveying

## Property Owner:

Sara Pair

## Item for approval:

Zoning Change (Case 22-035)



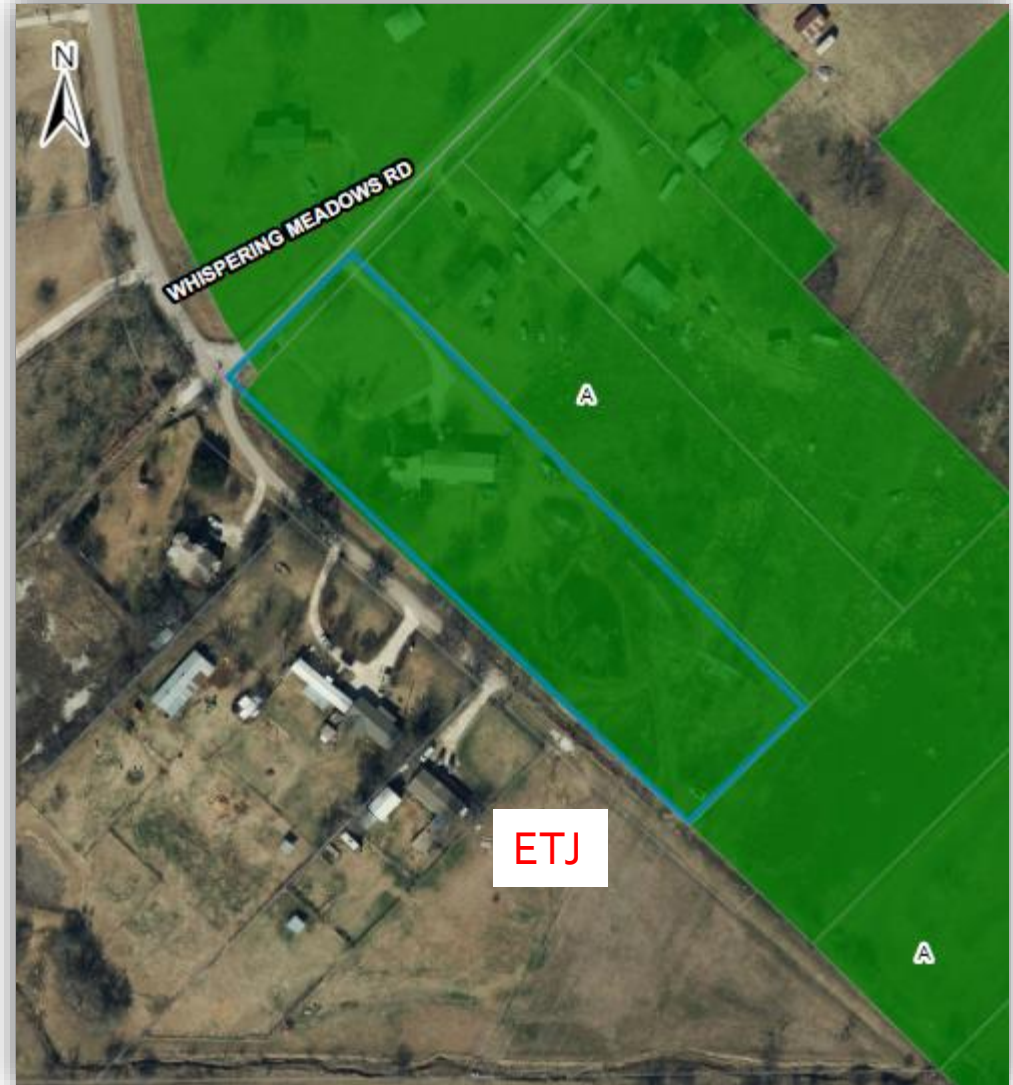


# 8304 Whispering Meadows ZC

## Zoning Information

- Current zoning is A, Agricultural
- Applicant is requesting a zone change to SFE, Single-Family Estate.
  - Allow for the construction of one single-family dwelling on the subject lot.
  - Default-zoning district of A, Agricultural, has a minimum lot size requirement of three acres.
  - The requested SFE, Single-Family Estate zoning district has a minimum lot size of one acre

Subject site is approximately 2.9 acres



# 8304 Whispering Meadows ZC

## Chisolm Trail Corridor

- Land uses should be primarily nonresidential with the primary uses being large scale professional campuses (e.g., office parks, medical centers)
- Complementary large-scale retail may also be appropriate if the development is coordinated and emphasizes quality building and site design.
- Robust landscaping and pedestrian and vehicular connectivity should be emphasized to reflect a positive image of Burleson along this major corridor.

Corresponding Zoning Districts:  
GR, C

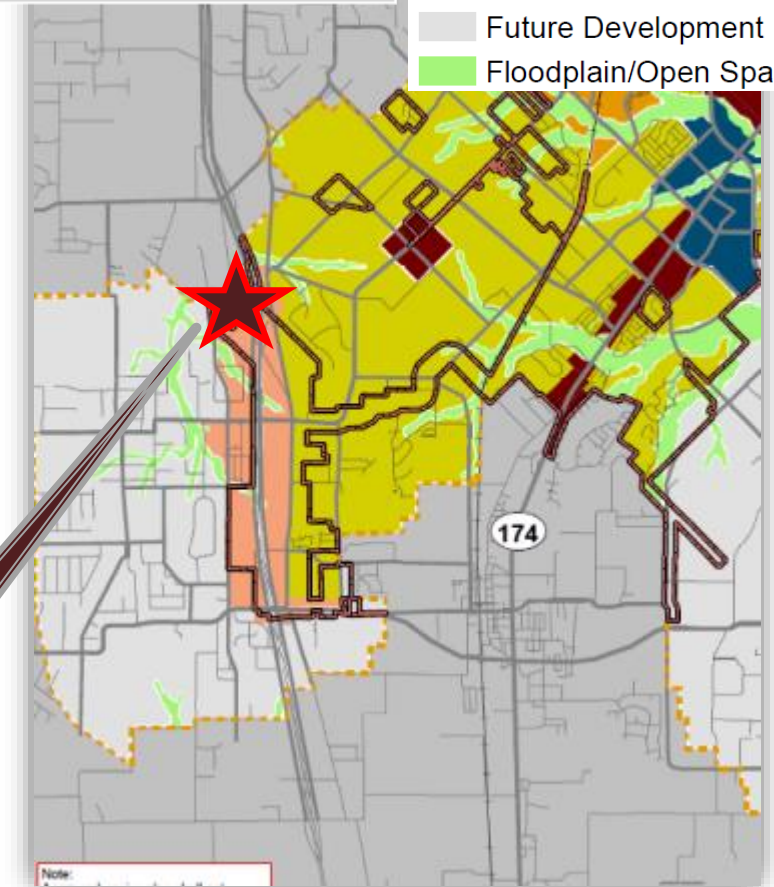
### Conformance

The proposed use does conform to the Imagine Burleson: 2030 Midpoint Update Comprehensive Plan.

### Future Land Use

- Neighborhoods
- Old Town Residential
- Old Town
- Community Commercial
- Regional Office/Commercial
- Chisholm Trail Corridor
- Employment Growth Center
- Transit-Oriented Development
- Urban Mixed Use
- Future Development
- Floodplain/Open Space

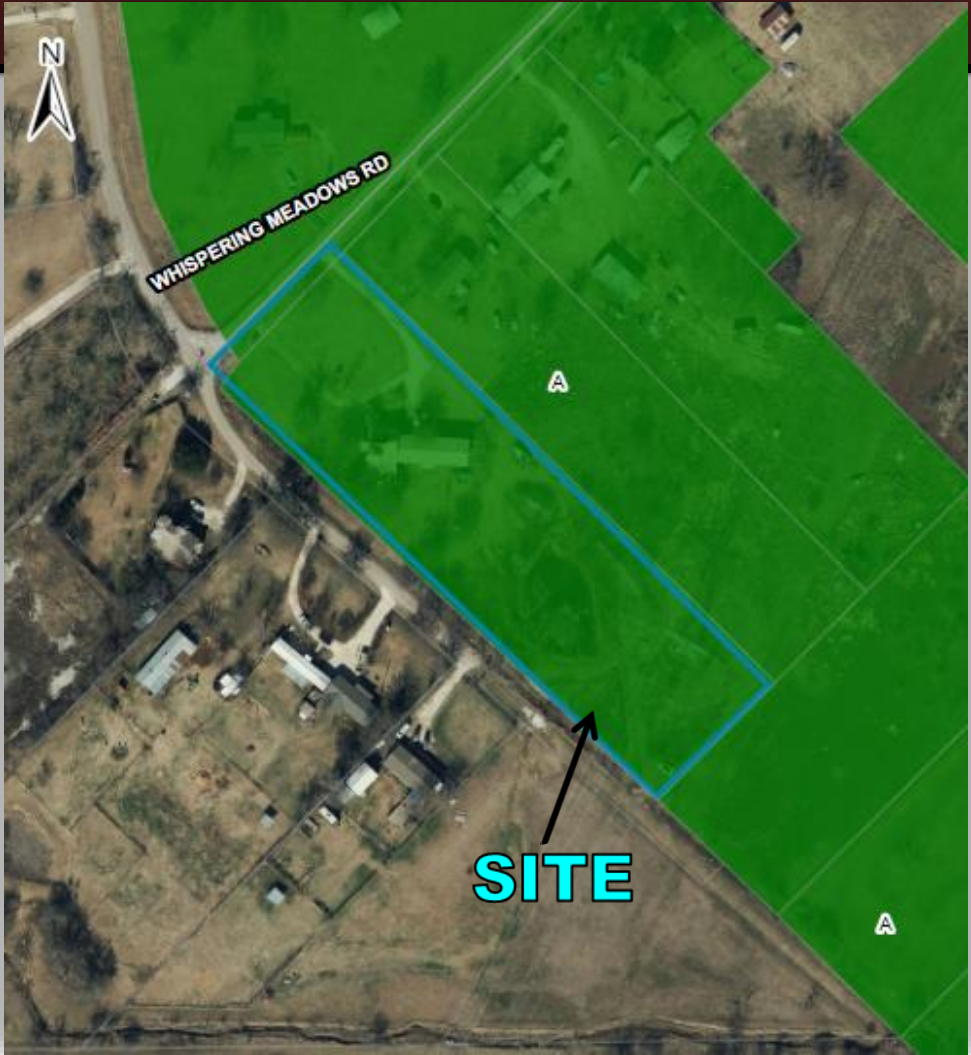
**SITE**



# 8304 Whispering Meadows ZC

	Zoning	Use
Subject Site	A, Agricultural (Initial zoning after annexation)	Previously Developed, Residentially
North	A, Agricultural	Developed, Residentially
East	A, Agricultural	Developed, Residentially
South	N/A, ETJ	Developed, Residentially
West	N/A, ETJ	Developed, Residentially

Existing Surrounding Zoning





# 8304 Whispering Meadows ZC





## Public Hearing Notice

- Public notices mailed to property owners within 300 feet of subject property.
- Published in newspaper.
- Sign posted on the property.

Staff has received no inquiries concerning this request.



### Legend

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



# 8304 Whispering Meadows ZC

## P&Z Summary

### Vote

Approved unanimously

### Discussion

None

### Speakers

None

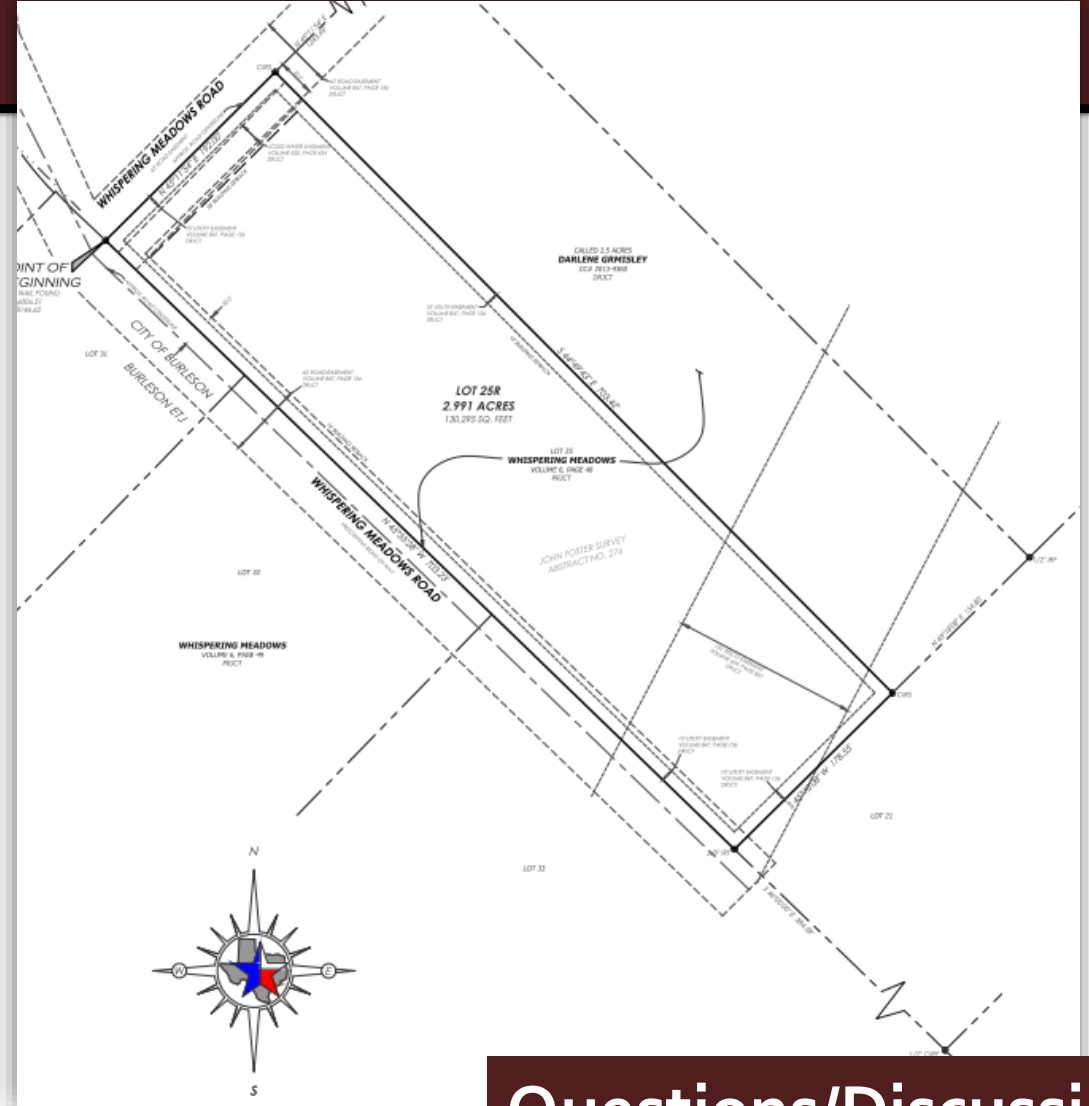


# 8304 Whispering Meadows ZC

## City Council Action Requested

1. Open the Public Hearing;
2. Close the Public Hearing; and
3. Approve a zoning change from A, Agricultural to SFE, Single-Family Estate district on the property located at 8304 Whispering Meadows. (Case 22-035)

Staff recommends approval  
of the zoning change request



Questions/Discussion

## **ORDINANCE**

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 2.9 ACRES OF LAND, ADDRESSED AS 8304 WHISPERING MEADOWS, KNOWN AS LOT 25R, BEING A PORTION OF LOT 25, WHIPSERING MEADOWS AN ADDITION TO JOHNSON COUNTY, TEXAS, FROM A, AGRICULTURAL TO SFE, SINGLE-FAMILY ESTATE, MORE PARTICULARLY DESCRIBED IN EXHIBIT A, JOHNSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING A CLAUSE STATING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND PROVIDING A CUMULATIVE CLAUSE, A SEVERABILITY CLAUSE, A SAVINGS CLAUSE, A PENALTY CLAUSE, AND AN EFFECTIVE DATE.

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

**WHEREAS**, an application for a zoning change was filed by Marshall Miller, Lonestar Land Surveying, Applicant, on March 14, 2022, under Case Number 22-035; and

**WHEREAS**, the City of Burleson has complied with the notification requirements of the Texas Local Government Code and the Burleson Zoning Ordinance; and

**WHEREAS**, the City Council and Planning and Zoning Commission have held a public hearing and the Planning and Zoning Commission has made a recommendation on the proposed zoning amendment; and

**WHEREAS**, the City Council has determined that the proposed zoning ordinance amendment is in the best interest of the City of Burleson; 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 an individual zoning case that does not propose a change to the language to the Code of Ordinances of the City of Burleson.

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

### **Section 1.**

The Official Zoning Map is hereby amended insofar as it relates to certain land described as Lot 25R, Whispering Meadows, City of Burleson, Johnson County, Texas, more particularly described

in Exhibit “A” and illustrated in Exhibit “B”, all exhibits being attached hereto and incorporated herein by reference for all purposes, by changing the zoning of said property from Agricultural (A) to Single-Family Estate district (SFE).

## **Section 2.**

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

## **Section 3.**

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

## **Section 4.**

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

## **Section 5.**

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

## **Section 6.**

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

## **Section 7.**

Any person, firm, association of persons, company, corporation, or their agents, its servants, or employees violating or failing to comply with any of the provisions of this article shall be fined, upon conviction, not less than one dollar (\$1.00) nor more than two thousand dollars (\$2,000.00), and each day any violation of noncompliance continues shall constitute a separate and distinct offense. The penalty provided herein shall be cumulative of other remedies provided by State Law,

and the power of injunction as provided in Texas Local Government Code 54.012 and as may be amended, may be exercised in enforcing this article whether or not there has been a complaint filed.

**Section 8.**

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

**PASSED AND APPROVED:**

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

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

ATTEST:

APPROVED AS TO FORM & LEGALITY:

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

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

### **Exhibit A- Legal Description**

**BEING** A 2.991 ACRE TRACT OF LAND SITUATED IN THE JOHN FOSTER SURVEY, ABSTRACT NUMBER 276, JOHNSON COUNTY, TEXAS, AND BEING A PORTION OF LOT 25, WHISPERING MEADOWS, AN ADDITION TO JOHNSON COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 6, PAGE 48, PLAT RECORDS, JOHNSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

**BEGINNING** AT MAG NAIL AT THE WESTERNMOST CORNER OF SAID LOT 25, BEING AT THE INTERSECTION OF THE APPROXIMATE CENTERLINE OF WHISPERING MEADOWS ROAD AND THE APPROXIMATE CENTERLINE OF WHISPERING MEADOWS ROAD, BOTH A PRESCRIPTIVE RIGHT-OF-WAYS, RESPECTIVELY, BEING ON THE NORTHEAST LINE OF LOT 13, WHISPERING MEADOWS, AN ADDITION TO JOHNSON COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 6, PAGE 49, PLAT RECORDS, JOHNSON COUNTY, TEXAS;

**THENCE** NORTH 45 DEGREES 11 MINUTES 54 SECONDS EAST, ALONG THE NORTHWEST LINE OF SAID LOT 25, A DISTANCE OF 192.00 FEET, TO A 5/8" CAPPED IRON ROD SET STAMPED "LONESTAR 6882" AT THE WESTERNMOST CORNER OF A CALLED 2.5 ACRE TRACT OF LAND DESCRIBED BY DEED TO DARLENE GRIMSLEY, RECORDED IN COUNTY CLERK'S INSTRUMENT NUMBER 2013-4360, DEED RECORDS, JOHNSON COUNTY, TEXAS, FROM WHICH A 1/2" IRON ROD FOUND AT THE NORTHERNMOST CORNER OF LOT 22/23, SAID WHISPERING MEADOWS (6-48) BEARS FOR REFERENCE NORTH 45 DEGREES 11 MINUTES 54 SECONDS EAST, A DISTANCE OF 1243.95 FEET;

**THENCE** SOUTH 44 DEGREES 49 MINUTES 43 SECONDS EAST, DEPARTING SAID NORTHWEST LINE AND ALONG THE SOUTHWEST LINE OF SAID CALLED 2.5 ACRE TRACT, A DISTANCE OF 703.42 FEET, TO A 5/8" CAPPED IRON ROD SET STAMPED "LONESTAR 6882" AT THE SOUTHERNMOST CORNER OF SAID CALLED 2.5 ACRE TRACT, BEING ON THE SOUTHEAST LINE OF SAID LOT 25, SAME BEING THE NORTHWEST LINE OF LOT 21, SAID WHISPERING MEADOWS (6-48), FROM WHICH A 1/2" IRON ROD FOUND AT THE EASTERNMOST CORNER OF SAID CALLED 2.5 ACRE TRACT BEARS NORTH 45 DEGREES 18 MINUTES 08 SECONDS EAST, A DISTANCE OF 154.80 FEET;

**THENCE** SOUTH 45 DEGREES 18 MINUTES 08 SECONDS WEST, DEPARTING SAID SOUTHWEST LINE AND ALONG THE SOUTHEAST LINE OF SAID LOT 25, BEING COMMON WITH THE NORTHWEST LINE OF SAID LOT 21, A DISTANCE OF 178.55 FEET, TO A 3/8" IRON ROD FOUND AT THE SOUTHERNMOST CORNER OF SAID LOT 25, SAME BEING THE WESTERNMOST CORNER OF SAID LOT 21, AND BEING ON THE NORTHEAST LINE OF LOT 33, SAID WHISPERING MEADOWS (6-49), FROM WHICH A 1/2" CAPPED IRON ROD FOUND AT THE SOUTHERNMOST CORNER OF

LOT 20, SAID WHISPERING MEADOWS (6-48) BEARS SOUTH 46 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 384.58 FEET;

**THENCE** NORTH 45 DEGREES 55 MINUTES 28 SECONDS WEST, DEPARTING SAID COMMON LINE AND ALONG THE SOUTHWEST LINE OF SAID LOT 25, BEING COMMON WITH THE NORTHEAST LINES OF LOTS 33, 32 AND 31, SAID WHISPERING MEADOWS (6-49), A DISTANCE OF 703.23 FEET, TO THE POINT OF BEGINNING, AND CONTAINING 2.991 ACRES OR 130,295 SQUARE FEET OF LAND, MORE OR LESS.









— LONESTAR —  
LAND SURVEYING, LLC

**22-035**

## **ZONING CHANGE RESPONSE LETTER**

1. DONE.
2. NOTED.
3. The subject property is 1/2 of Lot 25, Whispering Meadows. Lot 25 was illegally subdivided years ago by deed. The owner of the property demolished the existing house on the property, and wen to pull a new building permit, and was denied since records show 2 houses on the single lot (the owner's house, and the neighbor's house; both are there by deed). So the owner's portion of Lot 25 had to be replatted in order to pull a building permit. The property is currently zone agricultural, but with the proposed replat, the lot comes out to about 2.9 acres; less than the required 3 acres for the Ag. So the property is being re-zoned to SFE to be in accordance with City of Burleson.
4. DONE.



## City of Burleson

### City Council

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

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### AGENDA INFORMATION SHEET

**DEPARTMENT:** Development Services  
**DIRECTOR:** Tony McIlwain  
**DATE:** 05/16/2022

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#### SUBJECT

##### **Ordinance Amendments to Code of Ordinances Appendix A - Subdivision and Development**

**(Case 21-099):** Consider approval of an ordinance amending the Burleson Code of Ordinances as found in Appendix A (Subdivision and Development), Article 1 (General Provisions), Article 2 (Platting Policies), Article 3 (Plat Requirements), Article 4 (Community Facilities Policy, and Article 9 (Appendices - Community Facilities Contract) for the purpose of modifying platting approval authority, modifying the final plat and replat policies, designating the planning and zoning commission as the approval body for final plats and replats within the city limits, and amending the form community services contract. *(First Reading) (Staff Presenter: Tony McIlwain, Director of Development Services)*

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#### Attachments

Department Memo  
Staff Presentation  
Draft Ordinance  
Redline Platting Policies  
redline CFC Contract  
Exhibit A \_CFC Policy Article  
Exhibit B CFC Contract

#### **Respectfully submitted:**

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

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DEPARTMENT MEMO

DEPARTMENT: Development Services  
FROM: Tony McIlwain  
MEETING: **May 16, 2022**

SUBJECT

Ordinance Amendments to Code of Ordinances Appendix A – Subdivision and Development (Case 21-099): Consider approval of an ordinance amending the Burleson Code of Ordinances as found in Appendix A (Subdivision and Development), Article 1 (General Provisions), Article 2 (Platting Policies), Article 3 (Plat Requirements), Article 4 (Community Facilities Policy), and Article 9 (Appendices - Community Facilities Contract) for the purpose of modifying platting approval authority, modifying the final plat and replat policies, designating the planning and zoning commission as the approval body for final plats and replats within the city limits, and amending the form community facilities contract. (First Reading) (Staff Presenter: Tony McIlwain, Director of Development Services) (The Planning and Zoning Commission recommended approval unanimously)

SUMMARY:

On August 2, 2021, City staff was directed by City Council to modify the platting approval process to designate the Planning and Zoning Commission as the approval body for preliminary, final, and replats. The purpose of the changes to the Subdivision and Development regulations is to allow for the platting approval process to be completed at the Planning and Zoning Commission level; resulting in time savings for the applicants by eliminating the need for preliminary plats, replats, or final plats to go to City Council for final approval, within the City limits.

This process will not eliminate any other review related to Engineering. The platting process will still be required to satisfy platting policies and continue to be in compliance with HB 3167 30-day shot clock.

In addition to the modification of the platting approval process, the language related to exemptions of a preliminary plat; in certain situations, has been modified to clarify current standards and remove references to a combination plat process that no longer exists within the Subdivision and Development Regulations.

Legal counsel has provided staff with an updated community facilities policy and contract (CFC). The updated community facilities policy is attached as Exhibit A and the updated CFC is attached as Exhibit B. The current CFC is a third-party contract between the City, Developer, and Contractor. Staff proposed to modify the current CFC from a three-party contract to a two-party contract involving only the City and developer. The revised CFC removes any reference to the contractor and revises the requirements and responsibilities of the developer. The CFC is also the mechanism used for city participation reimbursement to the developer. With the current three-party CFC, if there is an amendment to the participation terms, the contractor has to agree to the amendment. This can create confusion and potential issue if the contractor refuses to sign the amended CFC if all proposed field work has been completed. Revising the

current CFC to a two-party contract will remove the need for the contractor's involvement in any subsequent amendments.

OPTIONS:

1. Recommend approval of an ordinance for text amendments to Section 2.6 of Article 2 - Platting Policies, and Sections 3.2, 3.3, and 3.6 of Article 3- Plat Requirements, and Section 9.1 of Article 9 - Community facilities contract, of Appendix A – Subdivision and Development (Case 21-099).
2. Recommend approval of an ordinance for text amendments to Section 2.6 of Article Platting Policies, and Sections 3.2, 3.3, and 3.6 of Article 3- Plat Requirements, and Section 9.1 of Article 9 - Community facilities contract, of Appendix A – Subdivision and Development (Case 21-099) with additional or different recommendations; or
3. Recommend denial of an ordinance for text amendments to Section 2.6 of Article 2 - Platting Policies, and Sections 3.2, 3.3, and 3.6 of Article 3- Plat Requirements, and Section 9.1 of Article 9 - Community facilities contract, of Appendix A – Subdivision and Development (Case 21-099).

RECOMMENDATION:

Approval of an ordinance for text amendments to Section 2.6 of Article 2 - Platting Policies, and Sections 3.2, 3.3, and 3.6 of Article 3- Plat Requirements, and Section 9.1 of Article 9 - Community facilities contract, of Appendix A – Subdivision and Development (Case 21-099).

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

April 18, 20022 - The item was removed from the City Council agenda for consideration at a future date.

March 22, 2022 - The Planning and Zoning Commission recommended approval of Case 21-099 unanimously.

September 14, 2021 - The Planning and Zoning Commission recommended approval of Case 21-099 unanimously.

August 8, 2021 – Staff presented options related to the platting process for City Council's input and direction related to the approval process for plats within the City limits.

PUBLIC NOTIFICATION:

Notice was published in the newspaper in accordance with City ordinances and State law.  
At this time staff has received no inquiries regarding this case.

FISCAL IMPACT:

None.

STAFF CONTACT:

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



# Appendix A, Subdivision and Development Ordinance Amendment (Case 21-099)

## Purpose of Amendments

- August 02, 2021, City Council directed staff to amend the plat approval process to make the Planning and Zoning Commission the approval authority for plats in the ETJ and City Limits.
- The proposed plat approval process will allow applicants and plats that meet the regulations and codes as written to be approved by the Planning and Zoning Commission. This will allow plats to be potentially approved weeks sooner.
- All plats will still go through the DAC review process and be required to comply with all engineering, building, and development standards.



# Appendix A, Subdivision and Development Ordinance Amendment (Case 21-099)

## Summary of Amendments

- Changes approval authority of preliminary plats, final plats, and replats to the Planning and Zoning Commission.
- Written appeals for denied plats will go to City Council for consideration.
- Clarifies language regarding exemption requirements for preliminary plat process.
- Updates combined facilities contract (CFF) to remove references to a contractor and make the revision and participation process between the developer and City more efficient

# Appendix A, Subdivision and Development Ordinance Amendment (Case 21-099)

## Article 2. - Platting Policies Section 2.6 Procedures for approval of subdivisions

### Code Section

### Summary of change

Section 2.6 - Procedure for approval of subdivisions  
(a) Development assistance committee comments.

Clarifies that plats will be forwarded to Planning and Zoning after DAC review

Section 2.6 - Procedure for approval of subdivisions  
(b) Schedule

Changes approval to P&Z ,but still allows for City Council if a situation required or P&Z could not meet within 30 day shot clock.

## Article 3. - Plat Requirements Section 3.2 - Preliminary Plat

Section 3.2 (5) - Approval of Preliminary Plats

Modifies approval authority of preliminary plats in the ETJ and City Limits to P&Z. Outlines when a preliminary plat would be placed on a City Council agenda (for appeals of P&Z decision)

Section 3.2 (11) Preliminary plat exemptions

Added section to clarify when a preliminary plat exemption is authorized , with specific regard to subdivision's built in a single phase.

## Section 3.3 - Final Plat

Section 3.3 (3) - Approval of Final Plats

Modifies approval authority of final plats in the ETJ and City Limits to P&Z. Clarifies that City Council is approval body for appeals of P&Z decisions.

## Section 3.6 - Replats

Section 3.6 (4) - Approval of replats

Modifies approval authority of replats in the ETJ and City Limits to P&Z. Clarifies that City Council is approval body for appeals of P&Z decisions.

Section 3.6 (5) - Final Action

Clarifies that recording of replats occurs after approval by P&Z or City Council (if approved after an appeal)

# Appendix A, Subdivision and Development Ordinance Amendment (Case 21-099)

Article 9 – Community facilities contracts

Code Section	Summary of change
Section 9.1 Community facilities contracts	Removes contractors from the equation and allows for more efficient coordination and/or revisions between developers and the City

# Appendix A, Subdivision and Development Ordinance Amendment (Case 21-099)

## **P&Z Summary**

### **Vote**

Recommended Approval Unanimously.

### **Discussion**

None.

### **Speakers**

Matt Powell spoke about the importance of plats (was not in opposition)

# Appendix A, Subdivision and Development Ordinance Amendment (Case 21-099)

## Council Action Requested

1. Open the Public Hearing;
2. Close the Public Hearing; and
3. Approve an ordinance for text amendments to Section 2.6 of Article 2 - Platting Policies, and Sections 3.2, 3.3, and 3.6 of Article 3- Plat Requirements, and Section 9.1 of Article 9 - Community facilities contract, of Appendix A – Subdivision and Development (Case 21-099).

Questions/Discussion

## **ORDINANCE**

**AN ORDINANCE FOR THE CITY OF BURLESON, TEXAS, AMENDING THE CODE OF ORDINANCES FOR THE CITY OF BURLESON, AS FOUND IN APPENDIX A-SUBDIVISION AND DEVELOPMENT, ARTICLE 1, GENERAL PROVISIONS, ARTICLE 2, PLATTING POLICIES, ARTICLE 3, PLAT REQUIREMENTS, ARTICLE 4, COMMUNITY FACILITIES POLICY, AND ARTICLE 9 APPENDICES (COMMUNITY FACILITIES CONTRACT), FOR THE PURPOSE OF MODIFYING PLATTING APPROVAL AUTHORITY, MODIFYING THE FINAL PLAT AND REPLAT POLICIES, DESIGNATING THE PLANNING AND ZONING COMMISSION AS THE APPROVAL BODY FOR FINAL PLATS AND REPLATS WITHIN THE CITY LIMITS, AND AMENDING THE FORM COMMUNITY FACILITIES CONTRACT; PROVIDING A CUMULATIVE CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING FOR PUBLICATION AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the City Council of the City of Burleson has adopted Ordinance B-582 (A0508), being Appendix A – Subdivision and Development, Code of Ordinances, City of Burleson, which establishes subdivision regulations and platting policies in accordance with the City’s comprehensive land use plan in order to promote health, safety, morals and the general welfare within the City of Burleson; and

**WHEREAS**, the City Council desires to amend certain portions of Appendix A, Subdivision and Development, Article 2, Platting Policies, Code of Ordinances, City of Burleson, for the purpose of modification of approval authority for certain types of plats; and

**WHEREAS**, the City Council desires to amend certain portions of Appendix A, Subdivision and Development, Article 3, Plat Requirements, Code of Ordinances, City of Burleson, for the purpose of modification of approval authority for certain types of plats; and

**WHEREAS**, The City Council desires to amend of Appendix A – Subdivision and Development Ordinance, Code or Ordinances, City of Burleson for the purpose of updating the contents and form of the City’s Community Facilities Contract; and

**WHEREAS**, the City of Burleson has complied with the notification requirements of the Texas Local Government Code and the Burleson Zoning Ordinance; and

**WHEREAS**, a public hearing was duly held by the Planning and Zoning Commission of the City on March 22, 2022, and by the City Council of the City on April 18, 2022 with respect to the use changes described herein; and

**WHEREAS**, the City Council has determined that the proposed ordinance amendment



promotes the health, safety, morals and the general welfare within the City of Burleson and is in the best interest of the City of Burleson.

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

**Section 1.** Appendix A – Subdivision and Development of the Code of Ordinances is hereby amended as follows:

- A. The definition of “Community facilities contract” found in Sec. 1.4, “Definitions” of Article 1 of Appendix A – Subdivision and Development Ordinance, Code of Ordinances, City of Burleson, Texas, is hereby amended to read as follows:

*Community facilities contract.* A contract between the developer and city for the construction of community facilities.

- B. Subsection (a) entitled “Development assistance committee (DAC) comments” of Section 2.6 of Article 2 of Appendix A – Subdivision and Development of the Code of Ordinances of the City of Burleson is hereby amended to read as follows:

All plats accepted for review shall be examined by the DAC for compliance with city ordinances. The DAC may make comments to assist the developer in meeting the requirements of this appendix. The plat will be forwarded to the commission and council when applicable for consideration along with any DAC comments that have not been addressed. All DAC comments must be addressed or waived through a variance request before the plat will be recorded. Failure of the DAC to make specific comments does not relieve the property owner from compliance with all ordinances.

- C. Subsection (b) entitled “Schedule” of Section 2.6 of Article 2 of Appendix A – Subdivision and Development of the Code of Ordinances of the City of Burleson is hereby amended to read as follows:

The plat shall be scheduled for consideration by the commission or city council within 30 days after the date the plat application is accepted. The plat application is considered accepted upon the determination that the plat either meets the ordinance or a variance to an ordinance requirement has been requested by the applicant and when all application fees are paid.

- D. Subsection (1) entitled “Preliminary plat requirements” of Section 3.2 of Article 3 of Appendix A – Subdivision and Development of the Code of Ordinances of the City of Burleson is hereby renamed “Preliminary plat exemptions” and amended to read as follows:

a. Minor and Amending plats. Minor, amending, and plats that do not require the creation or modification of public improvements may be exempted from the requirements for a preliminary plat.

b. Final Plat. The preliminary plat may be submitted simultaneously with a final plat application and acted upon as a final plat with the approval of the development advisory committee if it meets the following conditions: (i) does not require the acceptance of public infrastructure by the City prior to filing the final plat, and (ii) will be developed in a single phase.

- E. Subsection (5)(a) entitled “Development assistance committee” of Section 3.2 of Article 3 of Appendix A – Subdivision and Development of the Code of Ordinances of the City of Burleson is hereby amended to read as follows:

The preliminary plat shall be examined by the DAC for compliance with city ordinances. The DAC may make comments to assist the developer in meeting the requirements of this appendix. Upon determination of the administrative official that the plat substantially meets the ordinance requirements, the preliminary plat will be forwarded to the planning and zoning commission for approval. If all DAC comments have not been addressed prior to forwarding the plat to the planning and zoning commission, the preliminary plat will be forwarded to the commission with a recommendation for the commission to approve subject to DAC comments.

- F. Subsection (5)(c) entitled “City council” of Section 3.2 of Article 3 of Appendix A – Subdivision and Development of the Code of Ordinances of the City of Burleson is hereby amended to read as follows:

The administrative official shall then only place the preliminary plat on the city council agenda if an appeal of the planning and zoning commission’s decision is made in writing by the applicant within 10 calendar days. If the decision is appealed city council shall approve, approve with conditions or disapprove the approval of the preliminary plat.

- G. Subsection (5)(f) entitled “Denial of preliminary plat” of Section 3.2 of Article 3 of Appendix A – Subdivision and Development of the Code of Ordinances of the City of Burleson is hereby amended to read as follows:

If the commission or city council denies the preliminary plat, no final plat shall be accepted. The developer, at any time thereafter, may submit a new design for approval, following the same procedures as required for the original application, including the payment of application fees.

- H. Subsection (11) entitled “Preliminary plat exemptions” of Section 3.2 of Article 3 of Appendix A – Subdivision and Development of the Code of Ordinances of the City of Burleson is hereby added to read as follows:

Minor plats, amending plats, and plats that do not require the creation or modification

of public improvements may be exempted from the requirements for a preliminary plat. Additionally, residential subdivisions that are built in a single phase may be exempted from the requirement for a preliminary plat upon the approval the Director, or their designee.

- I. Subsection (3) (1) (c) entitled “Final plat” of Section 3.3 of Article 3 of Appendix A – Subdivision and Development of the Code of Ordinances of the City of Burleson is hereby added to read as follows:

The final plat may be submitted simultaneously with a preliminary plat application and acted upon as a final plat with the approval of the development advisory committee if it meets the following conditions: (i) does not require the acceptance of public infrastructure prior to the filing of the final plat, and (ii) will be developed in a single phase.

- J. Subsection (3)(b) entitled “Plats within the city’s extraterritorial jurisdiction” of Section 3.3 of Article 3 of Appendix A – Subdivision and Development of the Code of Ordinances of the City of Burleson is hereby renamed “Planning and zoning commission” and amended to read as follows:

The planning and zoning commission shall, within 30 days of the date of application acceptance, approve, approve with conditions or disapprove the final plat. If approved with conditions, the commission shall express its approval as approval with conditions and state the conditions of such approval, if any, or if denied, shall express its denial and its reasons therefor. Upon planning and zoning commission consideration, the following actions may occur:

- 1.If approved, plat may be recorded with the county upon completion of the items in subsection (4) (recording of final plats) below.
- 2.If approved with conditions, applicant may either address the conditions prior to recording with the county or appeal the conditions to the city council.
- 3.If denied, applicant may appeal the denial to the city council.

- K. Subsection (3)(c) entitled “Plats within the city limits” of Section 3.3 of Article 3 of Appendix A – Subdivision and Development of the Code of Ordinances of the City of Burleson is hereby renamed “City council” and amended to read as follows:

The city council is the approval body for the appeal of any decision made in writing by the applicant on final plats within the ETJ and city limits. The administrative official shall place the final plat on the city council agenda with a report summarizing the action of the commission. The city council shall approve, approve with conditions or disapprove the final plat.

- L. Subsection 3.3(4)(g) of Sec. 3.3, “Final plat” of Article 3 of Appendix A – Subdivision and Development Ordinance, Code of Ordinances, City of Burleson, Texas, is hereby amended to read as follows:

g. A community facilities contract for the public infrastructure has been executed by the developer and city.

- M.** Subsection 3.6(8)(g) of Sec. 3.6, “Replat” of Article 3 of Appendix A – Subdivision and Development Ordinance, Code of Ordinances, City of Burleson, Texas, is hereby amended to read as follows:

g. A community facilities contract for the public infrastructure has been executed by the developer and city, if applicable.

- N.** Subsection (4)(b) entitled “Plats within the city’s extraterritorial jurisdiction” of Section 3.6 of Article 3 of Appendix A – Subdivision and Development of the Code of Ordinances of the City of Burleson is hereby renamed “Planning and zoning commission” and amended to read as follows:

The planning and zoning commission is the approval body for replats within the city’s extraterritorial jurisdiction and city limits. The planning and zoning commission shall, within 30 days of the date of application acceptance, approve, approve with conditions or disapprove the replat. If approved with conditions, the commission shall express its approval as approval with conditions and state the conditions of such approval, if any, or if denied, shall express its denial and its reasons therefor. Upon planning and zoning commission consideration, the following actions may occur:

1. If approved, plat may be recorded with the county upon completion of the items in subsection 3.3(4) (recording of final plats).
2. If approved with conditions, applicant may either address the conditions prior to recording with the county or appeal the conditions to the city council.
3. If denied, applicant may appeal the denial to the city council.

- O.** Subsection (4)(c) entitled “Plats within the city limits” of Section 3.6 of Article 3 of Appendix A – Subdivision and Development of the Code of Ordinances of the City of Burleson is hereby renamed “City council” and amended to read as follows:

The city council is the approval body for the appeal of any decision made in writing by the applicant on replats within the ETJ and city limits. The administrative official shall place the replat on the city council agenda with a report summarizing the action of the commission. The city council shall approve, approve with conditions or disapprove the replat.

- P.** Subsection (5)(a) entitled “Approval and recoding of replats” of Section 3.6 of Article 3 of Appendix A – Subdivision and Development of the Code of Ordinances of the City of Burleson is hereby amended to read as follows:

If the commission or council approve a replat, it shall be filed of record upon compliance with requirements of this appendix including compliance with all DAC comments and all conditions of approval.

**Section 3.** Article 4, “Community Facilities Policy (Public Infrastructure)” of Appendix A – Subdivision and Development Ordinance, Code of Ordinances, City of Burleson, Texas, is hereby repealed and replace in its entirety with the attached Exhibit A.

**Section 4.** The form Community Facilities Contract contained in Sec. 9.1, “Community facilities contract” of Appendix A – Subdivision and Development Ordinance, Code of Ordinances, City of Burleson, Texas, is hereby repealed and replace in its entirety with the attached Exhibit B.

**Section 5.** The findings set forth above in the recitals of this Ordinance are incorporated into the body of this Ordinance as if fully set forth herein.

**Section 6.** 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 7.** That the terms and provisions of this ordinance shall be deemed to be severable and that if any section, subsection, sentence, clause, or phrase of this ordinance shall be declared to be invalid or unconstitutional, the same shall not affect the validity of any other section, subsection, sentence, clause, or phrase of this ordinance and the remainder of such ordinance shall continue in full force and effect the same as if such invalid or unconstitutional provision had never been a part hereof.

**Section 8.** Any complaint, notice, notice of violation, action, cause of action, hearing request, appeal, or claim which prior to the effective date of this Ordinance that has been initiated or arisen under or pursuant to any other ordinance(s) shall continue to be governed by the provision of that ordinance or ordinances, and for that purpose that ordinance or ordinances shall be deemed to remain and shall continue in full force and effect.

**Section 9.** That it is the intention of the City Council and is hereby ordained that the provisions of this ordinance shall become a part of the Code of Ordinances of the City of Burleson, and that the sections of this ordinance may be renumbered or relettered to accomplish such intention.

**Section 10.** That 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 11.** Pursuant to Section 36 of the Charter of the City of Burleson, that this ordinance shall take effect after its passage and publication, and that the City Secretary is hereby directed to give notice of the passage of this ordinance by causing the caption or title and the penalty clause of this ordinance to be published once in a newspaper of general circulation in the city and on the city’s website.

**Section 12.** Any person, firm, association of persons, company, corporation, or their agents, servants, or employees violating or failing to comply with any of the provisions of this article shall

be fined, upon conviction, not less than one dollar (\$1.00) nor more than two thousand dollars (\$2,000.00), and each day any violation of noncompliance continues shall constitute a separate and distinct offense. The penalty provided herein shall be cumulative of other remedies provided by State Law, and the power of injunction as provided in V.T.C.A. 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.

**PASSED AND APPROVED:**

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

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

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Chris Fletcher, Mayor  
City of Burleson, Texas

ATTEST:

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Amanda Campos, City Secretary

APPROVED AS TO FORM:

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E. Allen Taylor, Jr., City Attorney



## Article 2 – Platting Policies

### Sec. 2.6 - Procedures for approval of subdivisions.

- (a) Development assistance committee (DAC) comments. All plats accepted for review shall be examined by the DAC for compliance with city ordinances. The DAC may make comments to assist the developer in meeting the requirements of this appendix. The plat will be forwarded to the commission and council when applicable for consideration along with any DAC comments that have not been addressed. All DAC comments must be addressed or waived through a variance request before the plat will be recorded. Failure of the DAC to make specific comments does not relieve the property owner from compliance with all ordinances.

(1) The plat will be forwarded to the commission either upon determination of compliance with all DAC comments, or with outstanding DAC comments and a request for the commission to approve subject to the DAC comments.

(2) Appeals to ordinance requirements shall be submitted in writing to the administrative official.

- (b) Schedule. The plat shall be scheduled for consideration by the commission or city council within 30 days after the date the plat application is accepted. The plat application is considered accepted upon the determination that the plat either meets the ordinance or a variance to an ordinance requirement has been requested by the applicant and when all application fees are paid.

## Article 3 – Plat Requirements

### Sec. 3-2 – Preliminary Plats

Preliminary plat. The plat of any lot or lots of record that is not to be filed of record but is only a proposed division of land for review and study by the city. A preliminary plat is generally required whenever an owner elects to subdivide a tract of land into five or more lots

- (1) ~~Preliminary plat requirements~~ Preliminary Plat Exemptions.
  - a. ~~Preliminary plat required for five or more lots. An owner who elects to subdivide a tract into five or more lots shall submit a preliminary plat to be processed and approved prior to submitting a final plat for approval and filing of record.~~ Minor and Amending plats. Minor, amending, and plats that do not require the creation or modification of public improvements may be exempted from the requirements for a preliminary plat
  - b. ~~Preliminary plat for four or fewer lots.~~ Final Plat.
    - 1. ~~An owner may submit a preliminary plat to be processed and approved prior to submitting a final plat for filing of record when subdividing such tract into four or fewer lots; or~~
    - 2. ~~An owner may elect to submit such plat as a minor plat in accordance with section 3.4, minor plat.~~ The preliminary plat may be submitted simultaneously with a final plat application and acted upon as a final plat with the approval of the development advisory committee if it meets the following conditions:

Does not require the acceptance of public infrastructure by the City prior to filing of the final plat;  
and  
Will be developed in a single phase.

(5) Approval of Preliminary Plats

a. Development assistance committee. The preliminary plat shall be examined by the DAC for compliance with city ordinances. The DAC may make comments to assist the developer in meeting the requirements of this appendix. Upon determination of the administrative official that the plat substantially meets the ordinance requirements, the preliminary plat will be forwarded to the planning and zoning commission for ~~consideration~~ approval. If all DAC comments have not been addressed prior to forwarding the plat to the planning and zoning commission, the preliminary plat will be forwarded to the commission with a recommendation for the commission to approve subject to DAC comments.

b. Planning and zoning commission. The planning and zoning commission shall, within 30 days of the date of application acceptance, approve, approve with conditions or disapprove the approval of the preliminary plat. If approved with modifications, the commission shall express its approval as approval with modifications and state the conditions of such approval, if any, or if denied, shall express its denial and its reasons therefor.

c. City council. The administrative official shall then only place the preliminary plat on the city council agenda ~~with a report summarizing the action of the commission~~ if an appeal of the planning and zoning commission's decision is made in writing by the applicant within 10 calendar days. If the decision is appealed ~~The~~ city council shall approve, approve with conditions or disapprove the approval of the preliminary plat.

d. Approval of preliminary plat. Approval of the preliminary plat shall not constitute final acceptance or approval of the subdivision but shall constitute authority to proceed with the final plat process as described in this appendix.

e. Approval of preliminary plat with conditions. If the preliminary plat is approved with conditions, the conditions shall be met before a final plat within the subdivision is processed.

f. Denial of preliminary plat. If the commission or city council denies the preliminary plat, no final plat shall be accepted. The developer, at any time thereafter, may submit a new design for approval, following the same procedures as required for the original application, including the payment of application fees.

Sec. 3-3 – Final Plats

Final plat. The final approved plat of any lot or lots to be recorded in the plat records of Johnson or Tarrant County.

(1) Final plat requirements. A final plat application may only be submitted if:

- a. The final plat substantially conforms to the approved preliminary plat, all preliminary plat DAC comments, and any and all conditions of approval of the preliminary plat.
- b. The final plat includes all or only a portion of the area of the approved preliminary plat; or
- c. The final plat may be submitted simultaneously with a preliminary plat application and acted upon as a final plat with the approval of the development advisory committee if it meets the following conditions;

Does not require the acceptance of public infrastructure prior to the filing of the final plat; and will be developed in a single phase. ~~Is submitted as a combined preliminary and final plat in accordance with section 3.5, combination plat~~

- d. If a subdivision is proposed in phases, each phase shall carry the name of the originally approved preliminary plat and shall bear a distinguishing letter, number or subtitle. Block numbers shall run consecutively throughout the entire subdivision.

### (3) Approval of Final Plats

a. Development assistance committee. The final plat shall be examined by the DAC for compliance with city ordinances. The DAC may make comments to assist the developer in meeting the requirements of this appendix. Upon determination of the administrative official that the plat substantially meets the ordinance requirements, the final plat will be forwarded to the planning and zoning commission for consideration. If all DAC comments have not been addressed prior to forwarding the plat to the planning and zoning commission, the final plat will be forwarded to the commission with a recommendation for the commission to approve subject to DAC comments.

b. ~~Plats within the city's extraterritorial jurisdiction.~~ The planning and zoning commission is the approval authority for final plats within the city's extraterritorial jurisdiction and city limits. Planning and zoning commission. The planning and zoning commission shall, within 30 days of the date of application acceptance, approve, approve with conditions or disapprove the final plat. If approved with conditions, the commission shall express its approval as approval with conditions and state the conditions of such approval, if any, or if denied, shall express its denial and its reasons therefor. Upon planning and zoning commission consideration, the following actions may occur:

1. If approved, plat may be recorded with the county upon completion of the items in subsection (4) (recording of final plats) below.
2. If approved with conditions, applicant may either address the conditions prior to recording with the county or appeal the conditions to the city council.
3. If denied, applicant may appeal the denial to the city council.

c. ~~Plats within the city limits.~~

- ~~1. Planning and zoning commission. The planning and zoning commission is the recommending body for final plats within the city limits. The planning and zoning commission shall, within 30 days of the date of application acceptance, recommend approval, recommend approval with conditions or recommend disapproval of the final plat. If recommended for approval with conditions, the commission shall express its approval as approval with conditions and state~~

~~the conditions of such approval, if any, or if recommended for disapproval, shall express its disapproval recommendation and its reasons therefor.~~

~~2. City council. The city council is the approval body for final plats within the city limits. The administrative official shall place the final plat on the city council agenda with a report summarizing the action of the commission. The city council shall approve, approve with conditions or disapprove the final plat.~~

c. City council. The city council is the approval body for the appeal of any decision made in writing by the applicant on replats within the ETJ and city limits. The administrative official shall place the replat on the city council agenda with a report summarizing the action of the commission. The city council shall approve, approve with conditions or disapprove the final plat.

(4) Recording of final plats. Final plats shall be recorded within one year from the development assistance committee approval date. The DAC may extend the recording deadline by up to one year upon written request of the developer. The city shall record the plat with Johnson or Tarrant County when the following are complete:

- a. Three copies of the plat on mylar reproducible film or other permanent material have been executed by the owner and surveyor and submitted and the plat has been signed by the mayor and city secretary;
- b. All necessary fiscal agreements have been approved by the city;
- c. All fees have been received;
- d. The public works director has approved all engineering plans and specifications;
- e. An electronic or digital copy of plat drawing in a format acceptable to the city has been provided; and
- f. Original official tax certificates, showing no outstanding or delinquent taxes, from Tarrant or Johnson County for all parcels contained within the plat have been submitted;
- g. ~~A community facilities contract for the public infrastructure has been executed by the owner and contractor.~~ A community facilities contract for the public infrastructure has been executed by the developer and city.

#### Sec. 3-6 –Replat

##### (4) Approval of replats

- a. Development assistance committee. The replat shall be examined by the DAC for compliance with city ordinances. The DAC may make comments to assist the developer in meeting the requirements of this appendix. Upon determination of the administrative official that the plat substantially meets the ordinance requirements, the replat will be forwarded to the planning and zoning commission for consideration.

(b). ~~Plats within the city's extraterritorial jurisdiction.~~ Planning and zoning commission. The planning and zoning commission is the approval body for replats within the city's extraterritorial jurisdiction and city limits. The planning and zoning commission shall, within 30 days of the date of application acceptance, approve, approve with conditions or disapprove the replat. If approved with conditions, the commission shall express its approval as approval with conditions and state the conditions of such approval, if any, or if denied, shall express its denial and its reasons therefor. Upon planning and zoning commission consideration, the following actions may occur:

1. If approved, plat may be recorded with the county upon completion of the items in subsection 3.3(4) (recording of final plats).
2. If approved with conditions, applicant may either address the conditions prior to recording with the county or appeal the conditions to the city council.
3. If denied, applicant may appeal the denial to the city council.

~~c. Replats within the city limits.~~

~~1. Planning and zoning commission. The planning and zoning commission is the recommending body for replats within the city limits. The planning and zoning commission shall, within 30 days of the date of application acceptance, recommend approval, recommend approval with conditions or recommend disapproval of the final plat. If recommended for approval with conditions, the commission shall express its approval as approval with conditions and state the conditions of such approval, if any, or if recommended for disapproval, shall express its disapproval recommendation and its reasons therefor.~~

~~2. City council. The administrative official shall then place the replat on the city council agenda with a report summarizing the action of the commission. The city council shall approve, approve with conditions or disapprove the replat, subject to the public hearing requirements in section 3.6(3) above.~~

(c). City council. The city council is the approval body for the appeal of any decision made in writing by the applicant on replats within the ETJ and city limits. The administrative official shall place the replat on the city council agenda with a report summarizing the action of the commission. The city council shall approve, approve with conditions or disapprove the replat.

(5) Final action.

- a. Approval and recording of replats. If the commission ~~and~~ or council approve a replat, it shall be filed of record upon compliance with requirements of this appendix including compliance with all DAC comments and all conditions of approval.

(8) Recording of replat. Replats shall be recorded within one year from the city council approval date. The city council may extend the recording deadline by up to one year upon written request of the developer. The city shall record the plat with Johnson or Tarrant County when the following are complete:

- a. Three copies of the plat on mylar reproducible film or other permanent material have been submitted and the plat has been signed by the mayor and city secretary;
- b. All necessary fiscal agreements have been approved by the city;
- c. All fees have been received;
- d. The public works director has approved all engineering plans and specifications, if applicable;
- e. An electronic or digital copy of plat drawing in a format acceptable to the city has been provided;
- f. Original official tax certificates, showing no outstanding or delinquent taxes, from Tarrant or Johnson County for all parcels contained within the plat have been submitted; and
- g. ~~A community facilities contract for the public infrastructure has been executed by the owner and contractor, if applicable.~~ A community facilities contract for the public infrastructure has been executed by the developer and city.



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

STATE OF TEXAS

§

PROJECT NAME:

COUNTIES OF TARRANT §

CONTRACT NO.: **20**\_\_\_\_ -\_\_

AND JOHNSON

§

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

WHEREAS, the Developer is the owner of land which has been platted as \_\_\_\_\_ to the City of Burleson, Johnson County, or Tarrant County (whichever is applicable) Texas (hereinafter referred to as the "Subdivision"); and

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

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

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

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

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

1. Covenants of the Developer.

- a. The Developer shall install the Community Facilities for the Subdivision at no cost to the City. The Community Facilities shall include the items

shown on the construction plans and specifications as released for construction by the City.

- b. The Developer shall employ the Developer's own engineer to prepare the plans and specifications for the Community Facilities, and all engineering work shall comply with the requirements of the City's Subdivision Ordinance and Design Standards Manual. The Developer's engineer shall be a civil engineer licensed to practice in Texas. All plans and specifications prepared by the Developer's engineer must be released for construction in writing by the City Engineer of the City before the construction contract for the Community Facilities is entered.
- c. The Developer shall construct and install the Community Facilities in accordance with the plans and specifications prepared by the Developer's engineer and released for construction by the City Engineer, and the procedures, specifications and standards contained in the Subdivision Ordinance and Design Standards Manual of the City. In general, the construction shall follow provisions of the "Standard Specifications for Public Works Construction, North Central Texas," as amended, published by the North Central Texas Council of Governments, except however, when specific circumstances dictate additional requirements, it shall be the responsibility of the Developer's engineer to provide the necessary details for construction acceptable to the City Engineer. The "Standard Specifications for Public Works Construction, North Central Texas," as amended, are incorporated in this Contract by reference and made a part hereof, and the Developer may obtain a copy from the North Central Texas Council of Governments. The Developer shall perform all work in a good and workmanlike manner and to the satisfaction of the City Engineer.
- d. The Developer shall meet the City's requirements for all work to be performed by persons that are licensed and bonded, and shall provide a financial statement, demonstrate experience, and utilize equipment acceptable to the City.
- e. Before commencing construction, the Developer shall deliver to the City Engineer a signed copy of the contract for construction of the Community Facilities. It is agreed that the City has an interest in the proper performance of the construction contract and may bring suit for failure to comply with the plans and specifications. The Developer shall provide the City with access to the project for the purpose of inspection of the installation of the Community Facilities.
- f. Prior to initiating any construction of the Community Facilities, the Developer shall provide the City with one original and one copy of the following construction bonds, which shall name the City as beneficiary:

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

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

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

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

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

Developer shall not commence work on the Community Facilities until the Developer has obtained all the insurance required under this Contract and such insurance has been approved by the City, nor shall the Developer allow any subcontractor to commence work on his subcontract until all similar insurance of the subcontractor has been obtained and approved. All insurance policies provided under this Contract shall be written on an "occurrence" basis.

Compensation Insurance

Workers Compensation	Statutory Limit
Employers Liability	\$100,000 Each Occurrence
	\$500,000 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 (including coverage for owned, hired and non-owned autos)	\$500,000 Combined Single Limit
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Umbrella Liability

(Following Form and Drop Down Provisions included)	\$1,000,000 Each Occurrence
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It is agreed by all parties to this Contract that the insurance required under this Contract shall:

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

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

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

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

2. Covenants of the City

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

3. Miscellaneous

a. Compliance with Laws.

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

b. Venue and Governing Law

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

c. Assignment

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

d. Waiver

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

e. Amendments

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

f. Liens and Assessments

If the Developer fails to comply with any of the provisions of this Contract, the City shall be authorized to cease issuance of any certificates of occupancy or building permits on property in the Subdivision owned by the Developer. Should the Developer fail to complete construction of the Community Facilities, in addition to any other remedy authorized by this Contract or by law, the City shall be authorized to complete such

construction and file a mechanic's lien against the Developer's property in the Subdivision, or in the alternative, to levy an assessment against the



Developer's property for public improvements in accordance with state law.

g. Continuity

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

h. Severability

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

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

**DEVELOPER:**

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

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

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

ADDRESS:

**THE CITY OF BURLESON:**

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

141 West Renfro Street  
Burleson, Texas 76028

STATE OF TEXAS       §  
                                  §  
COUNTY OF JOHNSON §

**CITY**

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

[SEAL]

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

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

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

THE STATE OF TEXAS §  
                                  §  
COUNTY OF JOHNSON §

**DEVELOPER**

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

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

[SEAL]

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

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

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

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

Maintenance Bond

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

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

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

WITNESS

DEVELOPER

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

WITNESS

SURETY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

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

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

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

THE STATE OF TEXAS     S

Performance Bond

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

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

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

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

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

WITNESS

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

DEVELOPER

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

WITNESS

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

SURETY

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

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

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

THE STATE OF TEXAS     S

Payment Bond

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

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

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



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

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

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

WITNESS

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Address

DEVELOPER

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Address

WITNESS

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Address

SURETY

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Address

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

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

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

**SWPPP POST-CONSTRUCTION  
MAINTENANCE PLAN**

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

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

PROJECT: \_\_\_\_\_

OPERATOR: \_\_\_\_\_

(Name printed)

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

(Signature)

\_\_\_\_\_

(Signer's name printed)

## ARTICLE 4. COMMUNITY FACILITIES POLICY (PUBLIC INFRASTRUCTURE)

### Sec. 4.1 Basic policy.

This article provides general and miscellaneous policies for the construction of community facilities (public infrastructure) by a developer. Articles 5—8 provide requirements and policies for the construction of the specific types of community facilities. A community facilities contract shall be executed by the city and the developer, whenever a developer constructs community facilities within the city or the ETJ. All costs associated with the construction of the community facilities are the responsibility of the developer unless the city council agrees to participate in oversize facilities as specified in section 4.2, city participation and reimbursement. The following items are generally considered community facilities unless agreements are created to allow private infrastructure:

- (1) Local streets and thoroughfares.
- (2) Sidewalks.
- (3) Trails and other walkways within public parks.
- (4) Storm drain facilities.
- (5) Water facilities.
- (6) Sanitary sewer facilities.

Other items not included on the above list may be classified as community facilities by the public works director. The process for the execution of a community facilities contract is included in section 4.4, community facilities contract policy, and required fees.

(Ord. No. CSO#1215-12-2019 , § 1, 1-6-2020)

### Sec. 4.2 City participation and reimbursement.

All costs associated with the design, right-of-way, and construction of community facilities shall be the responsibility of the developer. However, the city may participate in the oversizing of facilities when the size of the facility required by the city exceeds the developer's responsibility to provide adequate community facilities.

- (1) Participation in thoroughfare construction. The city may participate in the construction of roadways included on the master thoroughfare plan in the following instances:
  - a. Internal streets.
    1. When a street shown on the master thoroughfare plan is located within the boundary of a subdivision, the city may participate in the design and construction cost of the roadway when the required width exceeds 40 feet (major collector classification and above). The city council may agree to fund the design and construction of the width in excess of 40 feet. Right-of-way for the entire width must be dedicated by the developer.
    2. Should the city council deny the request for the participation, the developer shall be required to dedicate the right-of-way for the full width as required by the thoroughfare plan and the developer will coordinate with the public works director to determine the street section that will allow future widening that will be most convenient for the city.
    3. The city will not participate if the trip generation of the subdivision warrants the construction of the full width of the street with the subdivision.

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- b. Perimeter streets and offsite streets.
    - 1. When a street shown on the master thoroughfare plan is located along the perimeter of the subdivision and the street is required to provide access to the development, the city may participate in the design and construction cost of the roadway when the required width exceeds 40 feet (major collector classification and above); or
    - 2. The developer may construct one-half of the roadway (24-foot minimum).
    - 3. If the perimeter street is not required to provide access to the subdivision, the developer may place funds in escrow with the city in accordance with section 4.3, escrow.
    - 4. The city will not participate if the trip generation of the subdivision warrants the construction of the full width of the roadway with the subdivision.
  - (2) Participation in water improvements. The city may participate in the costs associated with construction of onsite or offsite water improvements when the improvements shown in the city's water and wastewater master plan exceed the size required by the subdivision or when an analysis of the specific area shows a larger required size than would be required by the subdivision if constructed alone. If the size of the required waterline is 12 inches or smaller, the full cost of the water improvements shall be paid by the developer. If the size of the waterline is greater than 12 inches, the city may pay the extra size cost above a 12-inch main.
  - (3) Sewer improvements. The city may participate in the costs associated with construction of onsite and offsite sanitary sewer improvements when the improvements shown in the city's water and wastewater master plan exceed the size required by the subdivision or when an analysis of the specific area shows a larger required size than would be required by the subdivision alone. If the size of the required sewer is 15 inches or smaller, the full cost of the sewer improvements shall be paid by the developer. If the size of the sanitary sewer line is greater than 15 inches, the city may pay the extra size cost above a 15-inch main.
  - (4) Participation procedure.
    - a. All participation approval is based on the availability of funds. If funds are not available, the Public Works Director will determine the size of the community facilities. The city may not require installation of thoroughfares wider than 40 feet, water lines larger than 12 inches and sewer lines larger than 15 inches unless the subdivision requires larger lines if constructed alone.
    - b. The city may participate with the developer in an amount up to 30 percent of the total cost of the project without using the competitive bidding process. If the amount of the participation exceeds 30 percent of the total cost of the project, the city must receive competitive, sealed bids in accordance with the bidding policies used for city capital improvement projects.
    - c. In order for the city to participate in the oversizing of community facilities, the following must occur:
      - 1. The developer must submit engineering construction plans for the subdivision.
      - 2. The developer must submit a letter requesting city participation and include the reason for the request. The request must include a proposal showing the difference in cost of the community facilities if constructed in accordance with the master thoroughfare plan and/or water and wastewater master plan and the cost of the facilities required by the subdivision if constructed alone. The letter shall be submitted prior to the start of construction of the community facilities for the subdivision.
      - 3. The Public Works Director will review the letter and proposal and negotiate the participation amount with the developer. The Public Works Director will determine if funds

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are available for the participation. If funds are not available, the request will not be forwarded to the city council and the Public Works Director will determine the appropriate size of the community facilities.

4. The Public Works Director will present the request to the city council. The participation amount presented to the city council will be considered final. Staff will not resubmit a revised participation request to council unless there has been a change in scope. Errors in the participation request will not be considered by city council.
5. The city council will vote on the participation request and the Public Works Director will notify the developer of the decision in writing.
6. If the participation request is approved, the city will execute a community facilities contract with the developer. The developer shall initially defray the entire cost of the oversized facility, unless the city council determines otherwise. The city, following dedication and initial acceptance of the constructed facility, shall reimburse the developer the amount approved by the city council. The community facilities contract shall contain a performance bond, regardless of the cost of the improvements.

(Ord. No. CSO#1215-12-2019 , § 1, 1-6-2020)

#### Sec. 4.3 Escrow.

- (a) When land within the city is developed or subdivided adjacent to existing unimproved or substandard community facilities, or adjacent to community facilities proposed in the water and wastewater master plan or master thoroughfare plan (including associated drainage), the developer shall construct or improve the part of the community facilities necessary to serve the development or subdivision in conformance with the master plan unless the city determines that one of the following methods is more appropriate for the provision of the design and construction or improvement of the community facilities.
  - (1) The city elects to construct or improve the community facilities under the assessment policy; or
  - (2) The city determines that the improvements fall under the requirements of the community facilities improvement policy; or
  - (3) The city determines that the construction or improvement of the community facility is not feasible or prudent at the time of the development or subdivision of the land and the developer should be required to place funds in escrow as provided in subsection (b) below.
- (b) As provided in subsection (a)(3) above, the city may require the developer to place funds in escrow for the design and construction, or improvement of the part of the community facilities that is necessary to serve the development or subdivision. The developer's share of the cost of such part of the community facilities shall be roughly proportional to the burden the development or subdivision places on the public infrastructure system.
  - (1) Escrow shall be paid prior to filing the plat with the county.
  - (2) Should the owner construct or improve the community facility for which the owner paid escrow, the owner shall be refunded the escrow paid, plus interest accrued.
  - (3) Once the owner has paid escrow in full for any community facility, the owner is relieved of any further obligation for that community facility, unless its construction or improvement is necessary to provide adequate public facilities for a phase of the development or subdivision.

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- (4) Escrow requirements shall be based upon unit costs for comparable contracts awarded by the city over the previous year. If none exist, the escrow rate shall equal the current market value of construction and design at the time the escrow deposit is due.
  - (5) All escrow funds shall be paid in cash and shall be held in the name of the city and deposited into an escrow fund in the city's depository.
  - (6) All interest earned will accrue to the initial escrow deposit and will be used for the design and construction or improvement of the community facilities. Should the cost of the community facilities be less than the amount of escrow placed with the city, the difference shall not be refunded to the developer. Similarly, should the cost of the community facilities exceed the amount placed in escrow, the developer shall not be required to pay the difference.
  - (7) When developments are phased, the escrow requirement shall be established at the time the preliminary plat is approved through the establishment of an escrow contract. The escrow contract shall establish the developer's share of the design and construction for those community facilities the city determines are not feasible or prudent to construct or improve when the land is developed or subdivided. The developer's share required for each final plat shall be placed in escrow with the city and shall be based upon the land area contained within the final plat divided by the land area contained within the preliminary plat times the calculated developer's share. The escrow rate used to calculate the escrow requirement for any final plat shall be the escrow rate in effect at the time of the preliminary plat. Design, construction, or improvement of the community facility by persons other than the developer shall not relieve the developer of escrow requirements for phases final plat subsequent to the design, construction, or improvement of the community facility. The escrow contract shall be a covenant and restriction running with the land. The escrow contract shall be signed by the developer, the owner of the land, and the city. The escrow contract shall be recorded in the property records of the county where the land is located.
  - (8) All escrow funds deposited with the city prior to the effective date of this policy shall remain on deposit under the original escrow contract and addenda. The methodology used to calculate the amount of these funds shall not be superseded by the methodology contained herein.
  - (9) The city manager, or their designee, shall have the authority to sign the escrow agreement on behalf of the city.
- (c) When an individual property owner desires to obtain a building permit to construct a residence or building on a previously platted tract or lot that abuts an existing unimproved or substandard community facility, or where a community facility is planned, and where escrow has not been deposited for this section of community facility, the property owner shall place on deposit with the city the estimated cost of the public facilities adjacent to the tract or lot, to be determined at then current construction costs.

(Ord. No. CSO#1215-12-2019 , § 1, 1-6-2020)

#### Sec. 4.4 Community facilities contract policy.

Standard community facilities contracts, executed by the developer and the city, are required for all public infrastructure construction. The standard community facilities contract document is provided in section 9.1. Changes to the community facilities contract document will be made by city council resolution. The following is a summary of the process for the execution of a community facilities contract:

- (1) Engineering construction drawings shall be submitted when the proposed development requires the construction of public improvements. The applicant shall submit construction plans and any required engineering studies for review and acceptance by the city. The construction drawings shall conform to

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- the technical specifications contained in the design standards manual and shall be prepared and sealed by a licensed professional engineer, licensed to practice in the state.
- (2) A community facilities contract is required within the city and the ETJ for the following:
- a. Public infrastructure
  - b. Private street and associated drainage improvements.
  - c. Drainage improvements beneath a fire lane.
- (3) Engineering construction plans for community facilities are required as follows:
- a. A developer will submit final engineering plans for the construction of community facilities to the public works director. The developer shall retain a civil engineer, licensed to practice in the state, for preparation of the engineering plans.
  - b. Acceptance of construction plans is not required prior to city council action on a final plat or replat. No plat shall be recorded with Johnson or Tarrant County until such time as necessary construction plans have been accepted and a community facilities contract executed in accordance with the applicable provisions of this appendix.
  - c. The public works director, or their designee, will review the plans and return them to the developer for any needed changes on or before the 30th business day from the time of submittal.
  - d. A fee may be assessed and collected for any review provided by staff in excess of two reviews.
- (4) Waivers to the provisions of this appendix or the design standards manual shall be processed in accordance with section 1.5, waivers. All waiver requests shall be approved prior to construction of the community facilities.
- (5) Upon acceptance of the engineering plans, the developer may enter into a contract with a utility contractor provided that the construction and installation of the facilities shall be viewed by inspectors of the city to see that the installation is made in accordance with the drawings and the city's specifications which, in every instance, shall be a part of said installation contract.
- (6) Upon approval of the plat by the city council and submittal of required documents for the construction of the community facilities, three copies of the community facilities contract shall be prepared for execution by the city and the developer. If no changes are requested to the standard agreement, the city manager or their designee shall have the authority to sign the community facilities contract on behalf of the city. In the event the standard language is to be altered in any way, the community facilities contract shall be approved by the city council.
- (7) Construction of community facilities may commence following the execution of the community facilities contract, posting of the applicable bonds within the community facilities contract, payment of fees and any other requirements of the community facilities contract.
- (8) After the community facilities contract has been prepared, it must be executed by the developer and the city. The mayor will sign the contract on behalf of the city.
- (9) Grading of the site may occur following preliminary plat approval of the subdivision upon approval of an early grading permit. All erosion protection measures must be installed prior to any grading activities.
- (10) No community facilities construction may begin before a community facilities contract is approved by the city and a notice to proceed has been issued by the public works director.
- (11) Community facilities contracts not completed within a two-year time period will require renewal of the contract with all updated documents being in compliance with the policies in effect at that time. Any



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facilities or requirements included in the contract that are not completed by the developer within two years may be completed by the city at the developer's expense as provided through an acceptable means of financial security as provided in the community facilities contract.

- (12) After execution of the community facilities contract by the developer and the city, any significant changes in the contract, or the plans or specifications that alter the scope of the project will require an amendment to the community facilities contract which will include modifications of the bonds and may require additional payment of developer's contract fees.
- (13) After construction and initial (substantial) acceptance by the city, the developer's engineer shall furnish a set of drawings stamped "record drawings" to the city along within an electronic PDF file of the record drawings. The final construction of the community facilities shall be field verified to ensure they are within the dedicated right-of-way or easement. If the facility does not lie within a city right-of-way or easement, the developer shall have an instrument prepared for filing to coincide with the actual line location. The instrument will be recorded by the city in the county deed records. Any such installation, when made, shall become the property of the city, free and clear of all encumbrances, following expiration of the maintenance bond.
- (14) Construction must start within three years of the city's acceptance of the construction plans. Plans for projects which have not started construction within this time must be resubmitted for a new review and shall follow all current regulations in place at the time of resubmittal.

(Ord. No. CSO#1215-12-2019 , § 1, 1-6-2020)

#### Sec. 4.5 Fees.

Fees, as established the city council, are required for the construction of community facilities within subdivisions. Following is a summary of fees that are typically required for the construction of community facilities:

- (1) Plat application fee. The fees for specific plat types are found in the city's fee schedule. This fee shall be paid prior to the presentation of the plat to the planning and zoning commission or city council, if applicable. If the plat is approved administratively, the fee shall be paid prior to recording with the county.
- (2) Commercial plan review fee. This fee is for the review of commercial site plans by the DAC. This fee is paid with building permit application. If the commercial project does not require a building permit, then this fee shall be paid prior to DAC review.
- (3) Developer's contract fee. This fee is for the administration of the community facilities engineering plans and community facilities contract and the inspection of the construction of the community facilities. This fee is paid prior to issuance of a notice to proceed with construction of the community facilities.
- (4) Parkland dedication fee. This fee may be paid in lieu of the dedication of parkland. This fee is paid prior to recording the plat with the county. This fee may be offset by dedication of land in accordance with article 8.
- (5) Park development fee. This fee is for the installation of park infrastructure. This fee is paid prior to recording the plat with the county. This fee may be offset by construction of park infrastructure in accordance with article 8.
- (6) Emergency warning system fee. This fee is for the installation and maintenance of the city's emergency warning system. This fee is paid prior to filing the plat with the county.

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- (7) Public safety wireless access fee. This fee is for the installation and maintenance of facilities that will provide wireless access for public safety officers and access to a wireless internet system (for a fee) for residents of the area.
  - (8) Sign installation fee. This fee is for the installation of traffic control and street signs within or caused by the subdivision. This fee is paid prior to issuance of a notice to proceed with the construction of the community facilities.
  - (9) Easement filing fees. The city will file all offsite public easements required to be filed by separate instrument for the subdivision. The fee for the filing will be based on the actual cost charged by the county for the filing of the easement(s). This fee is paid when the easement documents are submitted to the city for filing.
  - (10) Escrow. Funds may be required to be placed into an escrow account with the city in accordance with section 4.3. The escrow funds are paid prior to recording the plat with the county.
  - (11) Pro-rata. Funds may be required to be paid to reimburse a developer for installation of community facilities installed with a prior subdivision. The pro-rata fee is paid prior to recording the plat with the county.
  - (12) Flood study review fee. The flood study review fee is paid to recoup the city's cost of review of flood studies. The flood study review fee is paid with the submission of the flood study for review.
  - (13) Traffic study review fee. The traffic study review fee is paid to recoup the city's cost of the review of traffic warrant studies and traffic impact analyses. The traffic study review fee is paid with the submission of the traffic study for review.
  - (14) Waiver fee. The waiver fee is paid for any waivers submitted to the planning and zoning commission or city council. The waiver fee is paid before the waiver is presented to the planning and zoning commission of city council. A single waiver fee is required for presentation to the planning and zoning commission and city council. If multiple waivers are requested, a waiver fee for each request may be required.
  - (15) Impact fees. Water and wastewater impact fees will be required with building permit application.
  - (16) Testing. Section 4.6, community facilities construction inspection, provides a list of cost responsibilities for laboratory testing. The developer or contractor must pay any outstanding testing fees prior to initial construction acceptance by the city.
  - (17) Inspector overtime. Section 4.6 community facilities construction inspection, provides a summary of the overtime inspection policy. The developer or contractor must pay any outstanding inspection overtime charges prior to initial construction acceptance by the city.

Additional fees may be identified during the review of the plans. The development services director or the public works director will notify the developer of any additional fees as soon as the fees are identified. Additional fees associated with building construction will be required during the building permit process. All fees will be charged in accordance with the current city fee schedule as adopted annually by the city council.

(Ord. No. CSO#1215-12-2019 , § 1, 1-6-2020)

#### Sec. 4.6 Community facilities construction inspection.

- (a) The developer's contractor shall give at least 48-hours' notice to the public works director of intent to commence actual construction of the facilities, so that inspection personnel can be made available. Any work initiated prior to notice to the city shall be removed if directed by the city.

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- (b) If the developer's contractor leaves the job site for five consecutive workdays (for reasons other than weather related causes), at least 24 hours' written notice of intent to commence construction shall again be required. Any work initiated prior to written notice to the city shall be removed if directed by the public works director.
  - (c) The developer will delay connection of buildings to service lines of sewer and water mains, until the sewer and water mains and service lines have been completed and accepted by the city.
  - (d) The developer may obtain from the public works director a statement that the contractor's work has been completed in accordance with the city requirements. However, the maintenance bond will not go into effect until after the entire development has been accepted for maintenance by the city. The developer shall notify all contractors and subcontractors working on the development that all of their work is subject to inspection by the city at any time.
  - (e) The city may require certification of materials being used.
  - (f) Laboratory testing will be required for quality control on all community facilities.

(1) The city will pay for initial testing for the following:

- a. Sanitary sewer trench backfill density.
- b. Water line trench backfill density.
- c. Storm drain trench backfill density.
- d. Lime or cement stabilized subgrade gradation and density.
- e. Portland cement concrete paving strength test/cylinders.
- f. Concrete thickness test/coring.
- g. Concrete structures strength test/cylinders.

The city pays for only the initial testing. Any retests based on failed tests are at the expense of the developer. The city will contract with an independent testing laboratory.

(2) The developer will pay for the following tests:

- a. Sanitary sewer line pressure test.
- b. Sanitary sewer manhole vacuum test.
- c. Video of sanitary sewer line.
- d. Water line pressure test.
- e. Water line sterilization.
- f. Pavement mix design/plant control.
- g. Concrete structure mix design/plant control.

The developer shall use an approved laboratory that is a member of the American Council of Independent Laboratories and which comply with standard recommended practice for inspection and testing agencies for concrete, steel and bituminous materials as used in construction, ASTM Designation E 329.

Additional laboratory tests may be required during construction. The developer will be responsible for the cost of any additional testing.

- (g) Should any point not covered in the plans, the community facilities contract, or the community facilities policy, the developer shall contact the public works director for a determination of the city's requirements.

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- (h) If the city determines that any work does not meet the city requirements or has not had proper city inspection, the public works director will notify the developer in writing, of the inadequacies which may require the developer to cease all operations until defects have been corrected, and property inspection has been made.
  - (i) A regular workday will be any Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m., except designated holidays. The developer's contractor may find it necessary to request inspection personnel to work overtime or on a non-regular workday. A minimum of four hours of overtime will be charged for any inspections requested on a non-regular workday. The developer will reimburse the city for costs incurred for overtime worked by city personnel. All overtime work requests shall be made by the developer a minimum of 24 hours in advance and approved, in writing, by the public works director. All city inspection overtime costs incurred by a developer's contractor shall be paid prior to the acceptance of the project by the city.

(Ord. No. CSO#1215-12-2019 , § 1, 1-6-2020)

#### Sec. 4.7 Easements.

- (a) Easements dedicated by plat. When possible, easements shall be dedicated on the plat. Easements shall be dedicated for the purposes indicated by their description including, but not limited to, the installation and maintenance of water, sanitary sewer, storm sewer, drainage, electricity, telephone, gas and cable television. When possible, easements shall be dedicated for the exclusive use of water, sanitary sewer or drainage rather than as blanket "utility easements." Owner shall have the right to use the easements, provided, however, that it does not unreasonably interfere with or impede the provision of the services to others. Ingress and egress is granted on, over and across all public easements for the benefit of the provider of services for which the easements are granted.
- (b) Easements by separate instrument. When easements have not been filed by plat for community facilities or when it is necessary to install community facilities offsite from a subdivision, easements must be filed by separate instrument. The developer is responsible for providing to the city a metes and bounds description and exhibit sealed by a licensed surveyor and an executed dedication statement on the city's standard form. The city will file the easement with the appropriate county upon receipt of the filing fees from the developer.
- (c) Easement maintenance. Routine maintenance (mowing, cleaning, etc.) of easement areas is the responsibility of the owner of the property on which the easement is contained. The city will only maintain the function of the easement.
- (d) When easements are requested on property owned and maintained by the city, the council shall consider the easement conveyance and the city manager, or their designee, shall execute the easement documents upon approval by the city council.

(Ord. No. CSO#1215-12-2019 , § 1, 1-6-2020)

#### Sec. 4.8 Ownership and maintenance.

All community facilities constructed within dedicated public rights-of-way or public easements shall be and shall remain the property of the city and, after expiration of the maintenance bonds, shall be maintained by the city, except as otherwise required by this appendix.

(Ord. No. CSO#1215-12-2019 , § 1, 1-6-2020)

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

STATE OF TEXAS

§

PROJECT NAME:

COUNTIES OF TARRANT §

CONTRACT NO.: **20**\_\_\_\_ -\_\_

AND JOHNSON

§

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

WHEREAS, the Developer is the owner of land which has been platted as \_\_\_\_\_ to the City of Burleson, Johnson County, or Tarrant County (whichever is applicable) Texas (hereinafter referred to as the "Subdivision"); and

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

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

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

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

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

1. Covenants of the Developer.

- a. The Developer shall install the Community Facilities for the Subdivision at no cost to the City. The Community Facilities shall include the items

shown on the construction plans and specifications as released for construction by the City.

- b. The Developer shall employ the Developer's own engineer to prepare the plans and specifications for the Community Facilities, and all engineering work shall comply with the requirements of the City's Subdivision Ordinance and Design Standards Manual. The Developer's engineer shall be a civil engineer licensed to practice in Texas. All plans and specifications prepared by the Developer's engineer must be released for construction in writing by the City Engineer of the City before the construction contract for the Community Facilities is entered.
- c. The Developer shall construct and install the Community Facilities in accordance with the plans and specifications prepared by the Developer's engineer and released for construction by the City Engineer, and the procedures, specifications and standards contained in the Subdivision Ordinance and Design Standards Manual of the City. In general, the construction shall follow provisions of the "Standard Specifications for Public Works Construction, North Central Texas," as amended, published by the North Central Texas Council of Governments, except however, when specific circumstances dictate additional requirements, it shall be the responsibility of the Developer's engineer to provide the necessary details for construction acceptable to the City Engineer. The "Standard Specifications for Public Works Construction, North Central Texas," as amended, are incorporated in this Contract by reference and made a part hereof, and the Developer may obtain a copy from the North Central Texas Council of Governments. The Developer shall perform all work in a good and workmanlike manner and to the satisfaction of the City Engineer.
- d. The Developer shall meet the City's requirements for all work to be performed by persons that are licensed and bonded, and shall provide a financial statement, demonstrate experience, and utilize equipment acceptable to the City.
- e. Before commencing construction, the Developer shall deliver to the City Engineer a signed copy of the contract for construction of the Community Facilities. It is agreed that the City has an interest in the proper performance of the construction contract and may bring suit for failure to comply with the plans and specifications. The Developer shall provide the City with access to the project for the purpose of inspection of the installation of the Community Facilities.
- f. Prior to initiating any construction of the Community Facilities, the Developer shall provide the City with one original and one copy of the following construction bonds, which shall name the City as beneficiary:

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

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

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

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



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

Developer shall not commence work on the Community Facilities until the Developer has obtained all the insurance required under this Contract and such insurance has been approved by the City, nor shall the Developer allow any subcontractor to commence work on his subcontract until all similar insurance of the subcontractor has been obtained and approved. All insurance policies provided under this Contract shall be written on an "occurrence" basis.

Compensation Insurance

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

Liability Insurance

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

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

(Following Form and Drop Down Provisions included)	\$1,000,000 Each Occurrence
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It is agreed by all parties to this Contract that the insurance required under this Contract shall:

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

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

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

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

2. Covenants of the City

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

3. Miscellaneous

a. Compliance with Laws.

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

b. Venue and Governing Law

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

c. Assignment

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

d. Waiver

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

e. Amendments

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

f. Liens and Assessments

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

g. Continuity

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

h. Severability

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

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

**DEVELOPER:**

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

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

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

ADDRESS:

**THE CITY OF BURLESON:**

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

141 West Renfro Street  
Burleson, Texas 76028

STATE OF TEXAS       §  
                                  §  
COUNTY OF JOHNSON §

**CITY**

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

[SEAL]

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

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

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

THE STATE OF TEXAS §  
                                  §  
COUNTY OF JOHNSON §

**DEVELOPER**

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

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

[SEAL]

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

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

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

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

Maintenance Bond

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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



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

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

WITNESS

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Address

\_\_\_\_\_

DEVELOPER

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Address

\_\_\_\_\_

WITNESS

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Address

\_\_\_\_\_

SURETY

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Address

\_\_\_\_\_

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

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

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

THE STATE OF TEXAS     S

Performance Bond

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

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

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

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

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

WITNESS

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

DEVELOPER

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

WITNESS

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

SURETY

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

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

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

THE STATE OF TEXAS     S

Payment Bond

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

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

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

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

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

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

WITNESS

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Address

DEVELOPER

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Address

WITNESS

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Address

SURETY

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Address

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

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

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

**SWPPP POST-CONSTRUCTION  
MAINTENANCE PLAN**

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

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

PROJECT: \_\_\_\_\_

OPERATOR: \_\_\_\_\_

(Name printed)

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

(Signature)

\_\_\_\_\_

(Signer's name printed)



## City of Burleson

### City Council

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

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### AGENDA INFORMATION SHEET

**DEPARTMENT:** Development Services

**DATE:** 05/16/2022

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#### SUBJECT

**AACA Parts and Supplies located at 118 NW Hillery St (Case 21-141):** Consider a Commercial Site Plan with associated waivers to the Old Town Design Standards, Masonry Construction Standards and the Design Standards Manual for an HVAC business expansion. *(Staff Presenter: Tony McIlwain, Director of Development Services) (Planning and Zoning Commission recommended approval by a unanimous vote)*

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#### Attachments

Department Memo  
Staff Presentation  
Site Plan  
SACC Narrative

#### Respectfully submitted:

Tony McIlwain  
Development Services Director  
[817-426-9684](tel:817-426-9684)

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DEPARTMENT MEMO

**DEPARTMENT:** Development Services

**FROM:** Tony McIlwain

**MEETING:** May 16, 2022

**SUBJECT**

**AACA Parts and Supplies located at 118 NW Hillery St. (Case 21-141):** Consider a Commercial Site Plan with associated waivers to the Old Town Design Standards, Masonry Construction Standards and the Design Standards Manual for an HVAC business expansion. *(Staff Presenter: Tony McIlwain, Director of Development Services) (The Planning and Zoning Commission recommended approval by a unanimous vote)*

**SUMMARY:**

On October 18, 2021, an application for a site plan was submitted by Booper Rokus with RKP Ventures LLC (Applicant) on behalf of Brad Lemons with AACA (Owner). The 0.96-acre subject site currently contains a 9,052sf metal building that was constructed in 1975. AACA Parts and Supplies (applicant) began operating out of this location in 2008 and purchased the property in 2013. The owner is now proposing to expand the building to include 7,416sf of additional warehouse space in order to accommodate the growing HVAC business. The current zoning is I, Industrial zoning district which allows for the existing use of Contractor; storage/equipment.

**Background**

The subject property is zoned I, Industrial but it is also located within the Old Town Overlay. Per Section 4-3. - Applicability of standards, "the Old Town Design Standards shall be binding standards applied to all development occurring within the Old Town Overlay District, and shall apply to all new or substantially renovated buildings". The term "substantially renovated" means that the value of the proposed renovation exceeds 50 percent of said building's value as set by the Johnson County Appraisal District. According to the Central Appraisal District of Johnson County, the appraised value (or total market value) of the existing building is \$231,207. The building permit application submitted to the City indicated that the proposed expansion has a job value of roughly \$265,000. Considering this, the proposed renovation exceeds 50 percent of said buildings value as set by Johnson County Appraisal District. Subsequently, the Old Town Design Standards and formal approval processes shall be applied to this renovation.

**Site Plan**

As previously mentioned, the subject site currently contains a 9,052sf metal building that was constructed in 1975. The current owners of the subject site, AACA Parts and Supplies, began operating out of this location in 2008 and purchased the property in 2013. The existing 9,052sf building is utilized as retail and warehouse space. According to the owner, additional warehouse space is needed to accommodate the growing business. Subsequently, the owner is proposing to expand the existing building to include an



additional 7,416sf of warehouse space. The proposed addition will tie into the rear of the existing building and will be consistent in material, color and height. The owner is also proposing to use this opportunity to improve the overall aesthetic of the site as well as the interior of the building. The intent is to accomplish these goals in two phases:

*Phase 1:*

- Add on 7,416sf of warehouse space to the rear of the existing building. The expansion will be constructed out of metal R Panel materials and include two roll up doors. The metal paneling will be consistent in material and color with the existing 9,053sf building.
  - Color: Light stone trimmed in white
  - Proposed building will tie into existing building by roof only
- Fire lanes will be extended on both sides of the building.
- Additional fire safety measures will be taken to ensure additional fire safety.
  - Installation of automatic sprinkler system
  - Fire hydrant located in front right corner of the subject property
- Construction of a masonry dumpster enclosure with gated entry.
- Re-stripe existing parking spaces (11).

*Phase 2:*

- Remodel interior showroom.
- Update the primary façade of the building to include:
  - 4' brick veneer
  - Double entrance doors
  - Attached awning over the entrance way
  - Planter pots along front façade of the building

**Building Elevations**

Site Plan submittals located within the Old Town Overlay reflecting architectural styles that do not specifically fit into the sub-classifications described in the Old Town Design Standards shall be reviewed by the Old Town Development Standards Review Committee, Planning and Zoning Commission and City Council. Architectural creativity can be pursued, however, the applicant must provide a Statement of Architectural and Contextual Compatibility (SACC). A full site plan along with a Statement of Architectural and Contextual Compatibility (SACC) is included in this packet.

According to the Old Town Design Standards, the material lists are divided into materials that generally are unrestricted, materials that are desirable in small quantities, and materials that are undesirable unless used in an unusual or artistic fashion. Unrestricted siding materials are materials that may be used, in a manner consistent with the chosen architectural style, without limits. These materials include brick, stone, cast stone, ceramic tile and stucco.

The proposed 7,416sf warehouse expansion will be constructed out of 100 percent R Panel metal materials and include two roll up doors. Per the Old Town Design Standards: Buildings Sec. 4-63 (G.3.a), architectural metal panels shall be no more than fifteen percent (15%) of any single type A or type B

façade. According to the applicant, the design and materials proposed for the addition are strictly based on maintaining consistency with the existing building. The proposed addition will tie into the rear of the existing building and will be consistent in material, color and height.

Waivers Requested

Six waivers requested by the applicant for the following reasons and staff responses.

1. **Materials:** Old Town Design Standards: Buildings Sec. 4-63 (G.3.a)

Required: Architectural metal panels shall be no more than fifteen percent (15%) of any single type A or type B façade.

Provided: 100% R Panel metal on all facades (with the exception of the 4' brick veneer on the primary facade).

Justification: Staff supports this waiver because the proposed materials were selected to maintain consistency with the existing building. The applicant is also proposing to improve the existing primary façade (facing Hillery St.) to include a 4' brick veneer along the south elevation.

2. **Total Glass Area:** Old Town Design Standards: Buildings Sec. 4-63 (A.11)

Required: Total glass area of the primary façade shall be between 40 and 80 percent.

Provided: Applicant did not provide exact percentages, but is not interested providing additional glazing.

Justification: Staff supports this waiver as the primary façades existing windows will not be altered. The applicant is proposing to provide new double entrance doors, however, the primary utilization of the building will be that of a warehouse, additional glass is not necessary.

3. **Parking:** Sec. 134-110 Nonresidential Uses (18 & 21)

Required: 15 parking spaces

Provided: 11 parking spaces

Justification: Staff supports this waiver as the subject site currently provides 11 parking spaces and believes no additional parking is necessary as the proposed expansion will not increase vehicular traffic or require additional staffing.

4. **Landscaping:** Old Town Design Standards Sec. 4-61 (D) (1 & 2) / Sec. 4-62 (E.3)

Required: There shall be plantings along parkway and trees spaced 40' apart along the block. Landscape screen along parking lot street frontage.

Provided: Planter pots to be placed along front façade of the building.

Justification: Staff supports this waiver as the developed site does not provide adequate areas to accommodate these landscaping requirements. The applicant has agreed to provide landscaping where possible.

5. **Fire Lane:** Design Standards Manual: Fire Lane Requirements Sec. 5.7 (B.2)

Required: All buildings or structures shall be constructed in such a way that all ground level exterior sides of the building are within 150' of the fire lane.

Provided: Installation of an automatic sprinkler system.

Justification: The Fire Code authorizes the Fire Code Official to increase the distance where the building is equipped throughout with an automatic sprinkler system. The Fire Marshal is in support of increasing the distance because the applicant has agreed to install an automatic sprinkler system.

6. **Building:** Old Town Design Standards: Buildings Sec. 4-63 (G.6)

Required: Pre-fabricated metal buildings shall not be allowed.

Provided: 7,416sf pre-fabricated metal addition.

Justification: Staff supports this waiver as the applicant is proposing to expand the existing buildings warehouse space while also maintain consistency with the existing building. The proposed addition will tie into the rear of the existing building and will be consistent in material, color and height.

The following is a summary of requested waivers:

**Summary Waiver Table**

Item (Ordinance Reference)	Required	Provided	Conformance
Old Town Design Standards: Buildings Sec. 4-63 (G.3.a)	Architectural metal panels shall be no more than fifteen percent (15%) of any single type A or type B façade.	100% R Panel metal on all facades (with the exception of the 4' brick veneer)	Waiver Requested

Old Town Design Standards: Buildings Sec. 4-63 (A.11)	Total glass area of the primary façade shall be between 40 and 80 percent.	Not Provided	Waiver Requested
Parking: Sec. 134-110 Nonresidential Uses (18.21)	Retail: one space for each 200 square feet of total floor area = 12 Spaces Warehouse: one space for each two employees = 3 Total = 15	11 parking spaces provided (existing spaces to be re-stripped)	Waiver Requested
Old Town Design Standards: Landscaping Sec. 4-61 (D) (1 & 2) / Sec. 4-62 (E.3)	Parkway: Plantings along parkway & trees along block spaced 40 feet apart  Parking: Landscape screen along parking lot street frontage	Planter pots to be placed along front façade of the building	Waiver Requested
Design Standards Manual: Fire Lane Requirements Sec. 5.7 (B.2)	All buildings or structures shall be constructed in such a way that all ground level exterior sides of the building are within 150' of the fire lane	Installation of an automatic sprinkler system	Waiver Requested
Old Town Design Standards: Buildings Sec. 4-63 (G.6)	Pre-fabricated metal buildings shall not be allowed	7,416sf Pre-fabricated metal addition	Waiver Requested

#### Utilities and Drainage

Utilities have already been extended to the site. A fire hydrant and valve will be added with this project. The site is accounted for in existing drainage facilities. No additional improvements are required.

#### Traffic

The use for the site has not changed and a TIA was not warranted.

#### **OPTIONS:**

1. Open a Public Hearing;
2. Close a Public Hearing;
3. Consider waiver requests.
4. If waiver requests are approved as proposed or with additional conditions, approve a site plan for AACA Parts and Supplies located at 118 NW Hillery St. (21-141)

#### **RECOMMENDATION:**

Staff recommends approval of the Commercial Site Plan with associated waivers to the Old Town Design Standards, Masonry Construction Standards and the Design Standards Manual for AACA Parts and Supplies. (21-141)

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

April 26, 2022: The Planning and Zoning Commission recommended approval unanimously.

April 19, 2022: The Old Town Design Standards Review Committee recommended approval unanimously.

**FISCAL IMPACT:**

None

**PUBLIC NOTIFICATION:**

Public notices were mailed to property owners within 200 feet of the subject property and published in the newspaper. Staff has received no inquiries concerning this request.

**STAFF CONTACT:**

Name:	Tony McIlwain
Department:	Development Services
Email:	<a href="mailto:tmcilwain@burlesontx.com">tmcilwain@burlesontx.com</a>
Phone:	817-426-9684

# AACA Site Plan

## Location:

- 0.96 acres
- 118 NW Hillery St.

## Applicant:

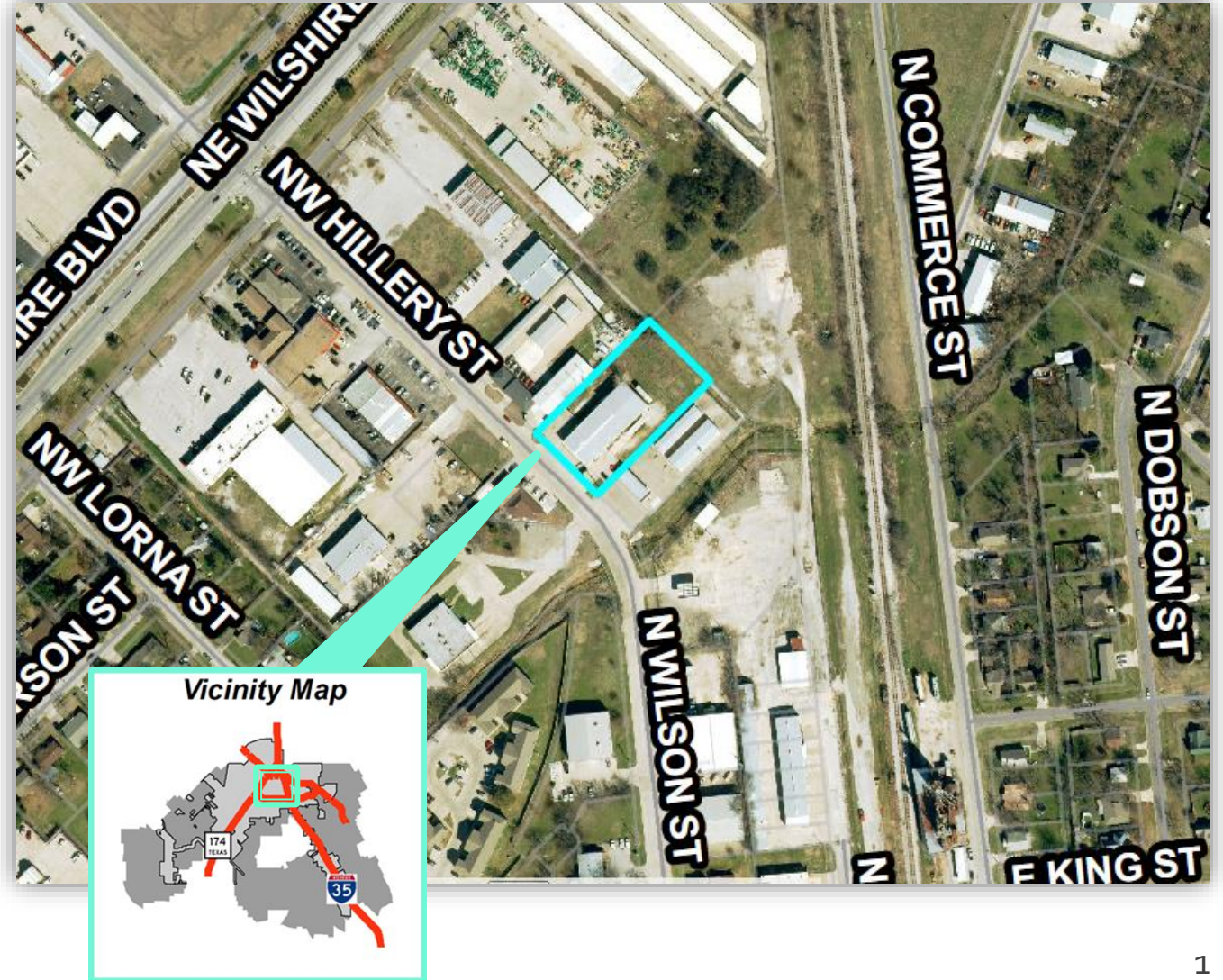
- Booper Rokus with RKP Ventures LLC

## Owner:

- Brad Lemons with AACA Parts and Supplies

## Item for approval:

Site Plan (21-141)





# AACA Site Plan

## Company Name:

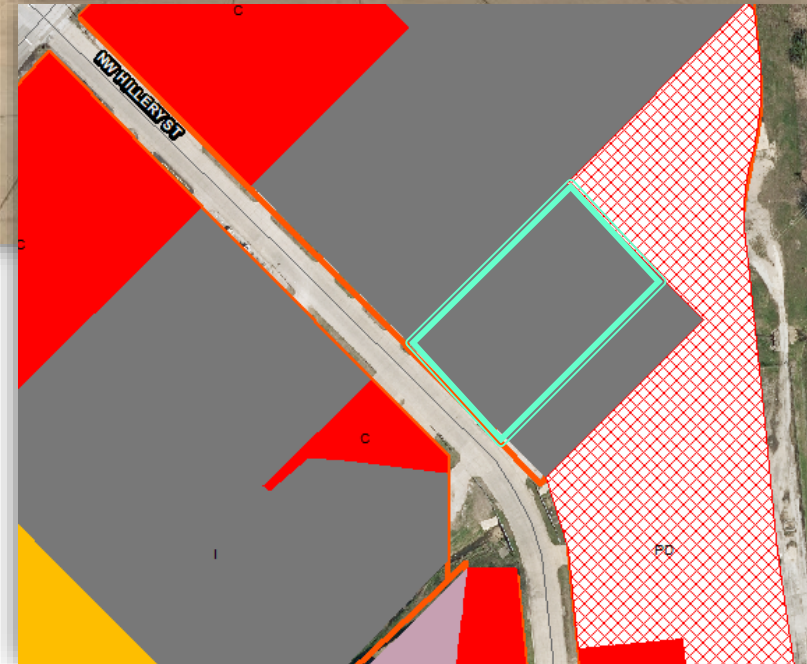
AACA Parts and Supplies (HVAC)

## Property Information:

- Current Zoning – “I” Industrial
- 9,052sf existing metal building (1975)
- AACA Parts and Supplies (applicant) began operating out of this location in 2008 and purchased the property in 2013

## Site Plan Summary:

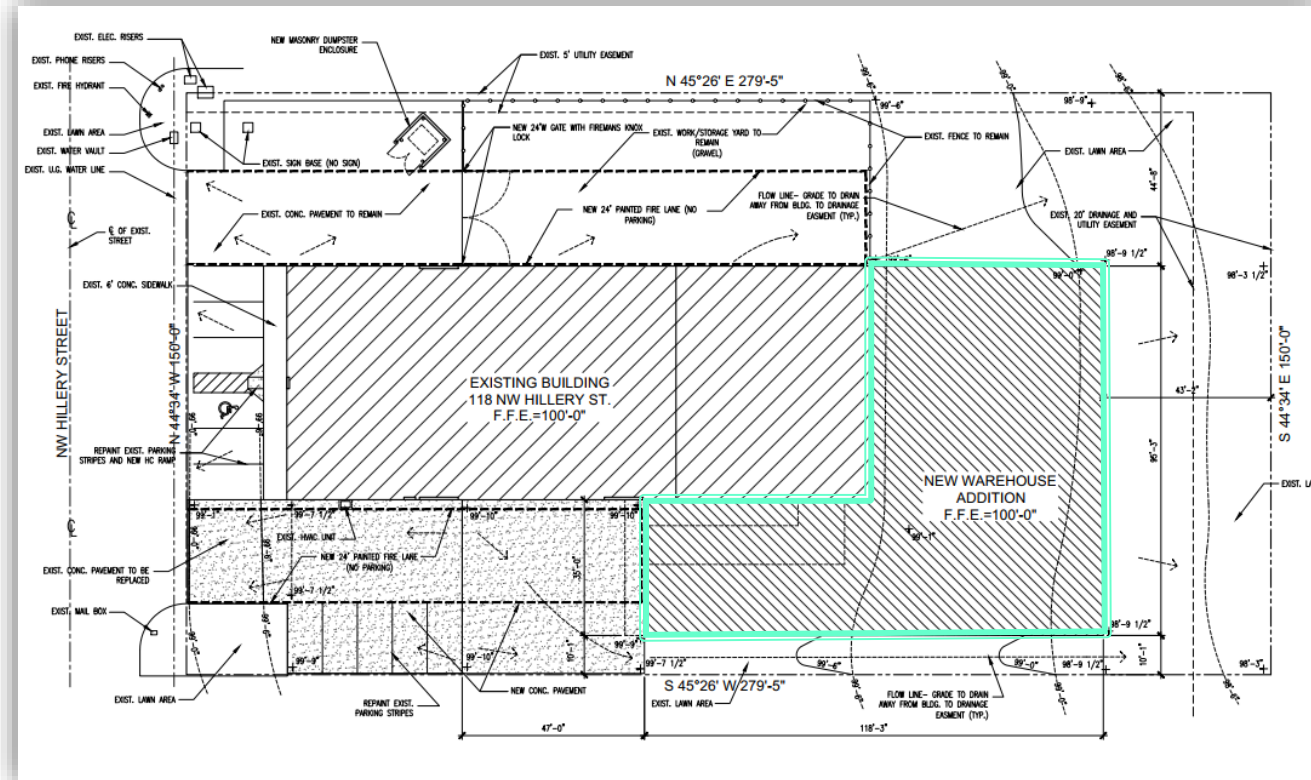
Expand building to include **7,416sf** of additional warehouse space



# AACA Site Plan

## Site Plan

- 7,416 SF addition:
- Tie into rear of the existing building
- Consistent in material, color and height
  - R Panel metal with a light stone color
- Single-story 18' avg.
- 11 total parking spaces
- Use – “Contractor; storage/equipment”

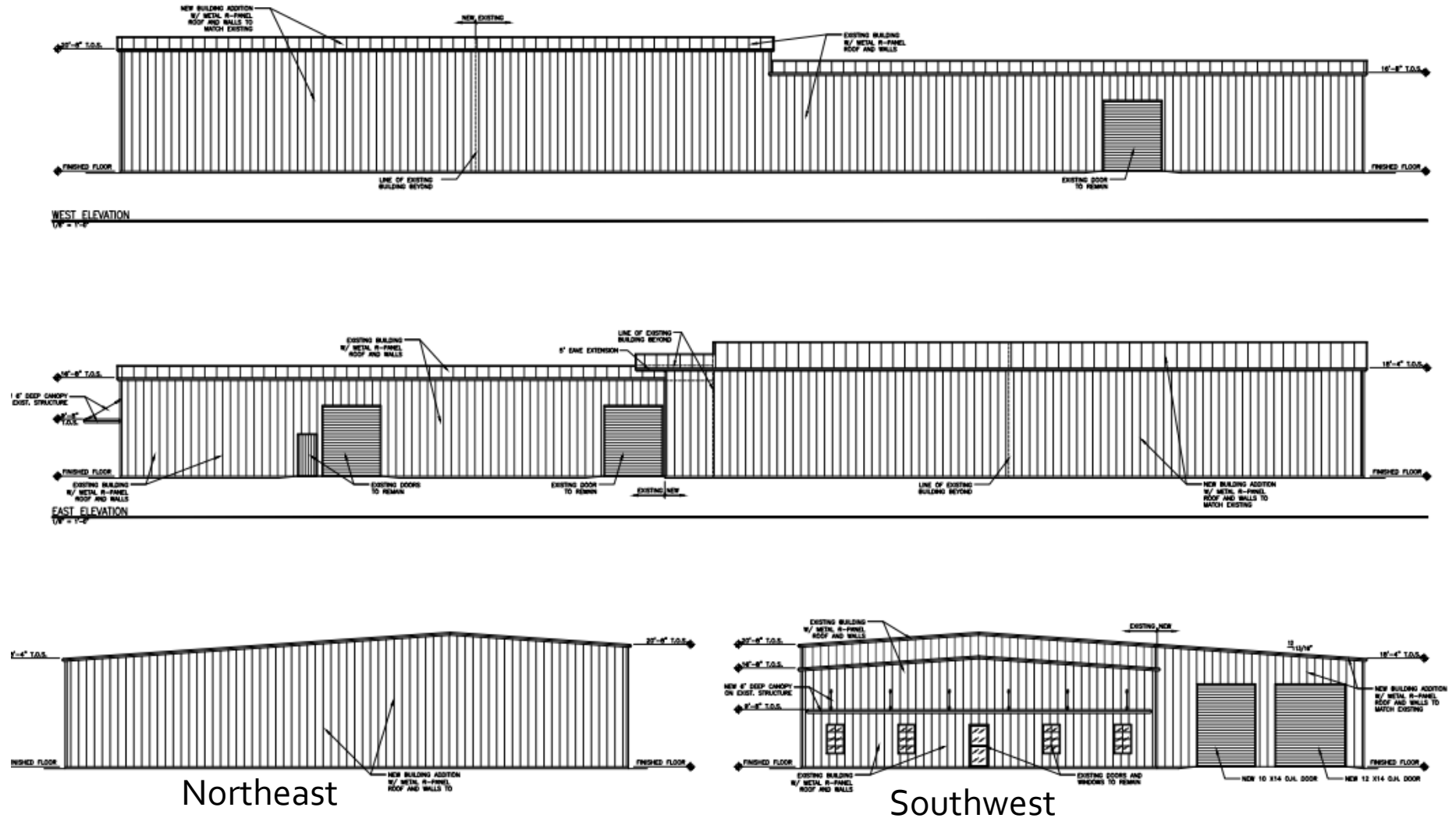


- The use of Contractor; storage/equipment is allowed by right in the current zoning district



# AACA Site Plan

## Renderings



# AACA Site Plan

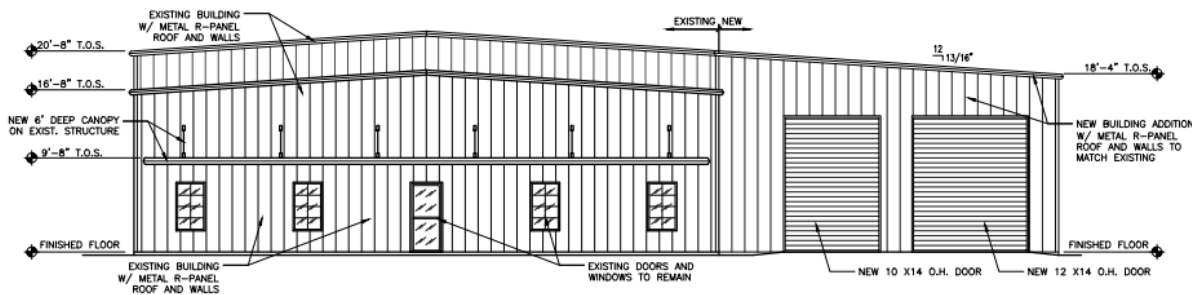
Existing Primary Façade



## WAIVER REQUEST: Materials

Required	Architectural metal panels shall be no more than fifteen percent (15%) of any single type A or type B façade.
Provided	100% R Panel metal on all facades
Justification	Proposed materials were selected to maintain consistency with the existing building.

Proposed Primary Façade



**Staff supports this waiver request.**

# AACA Site Plan

**WAIVER REQUEST:**

**Total Glass Area**

Required	Primary façade shall be between 40 and 80 percent
Provided	Unknown
Justification	Proposing to provide new double entrance doors. Existing windows will not be altered.

**Staff supports this waiver request.**



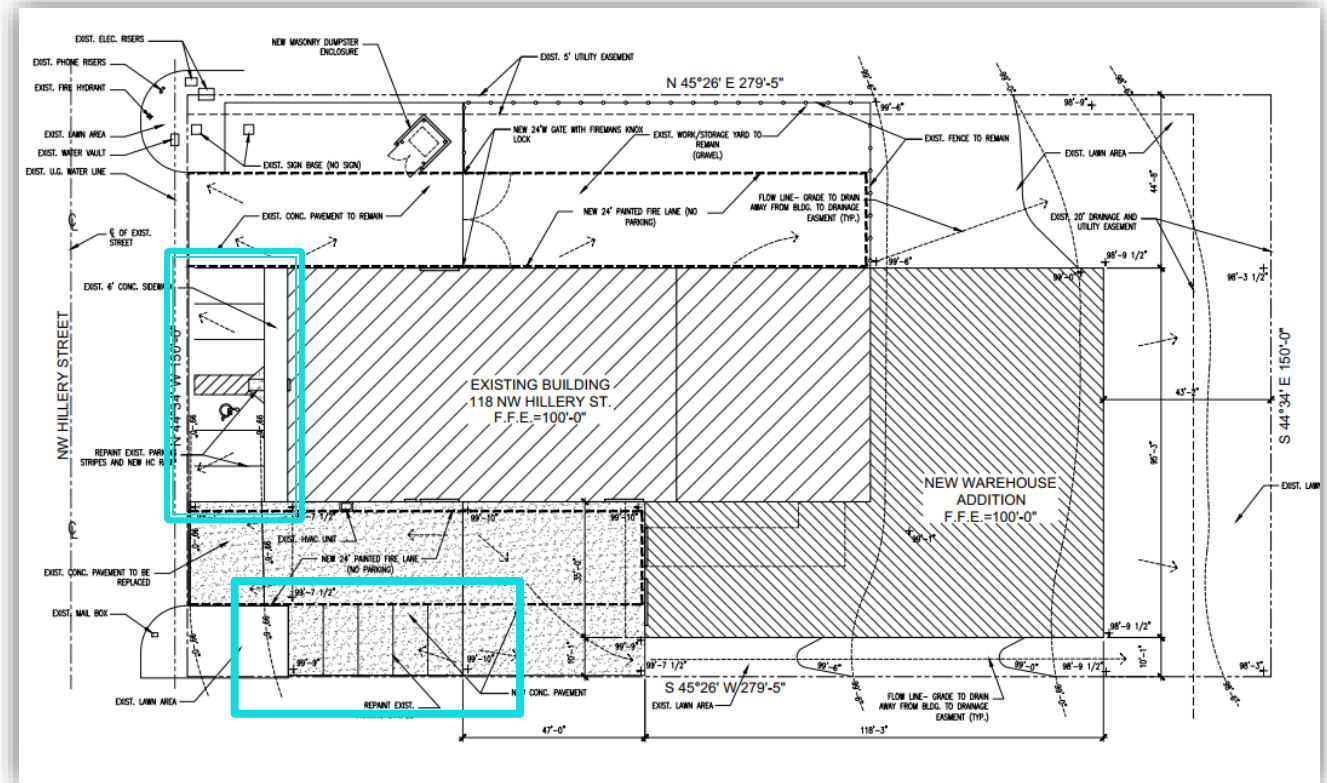
# AACA Site Plan

**WAIVER REQUEST:**

# Parking

Required	15 parking spaces
Provided	11 parking spaces
Justification	Currently provides 11 parking spaces. Proposed expansion will not increase vehicular traffic or require additional staffing.

## Staff supports this waiver request.





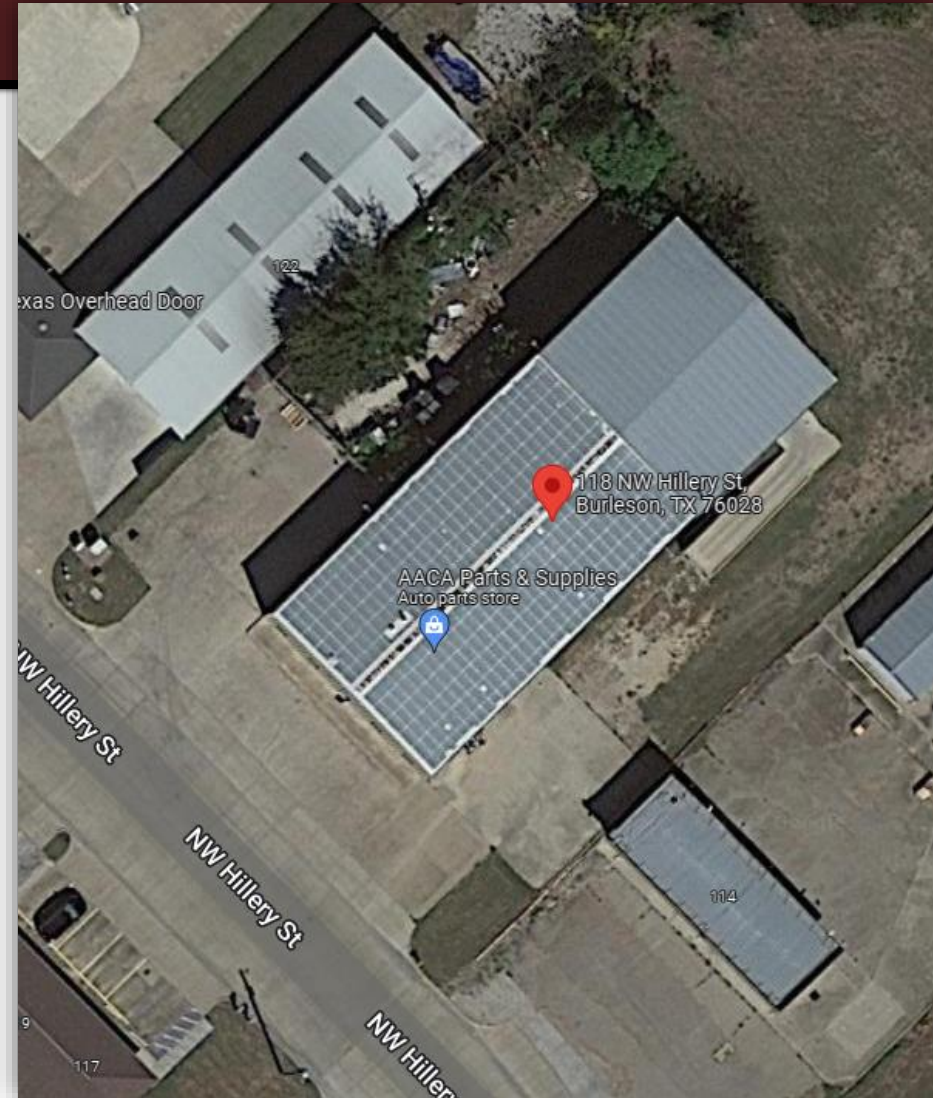
# AACA Site Plan

## WAIVER REQUEST:

### Landscaping

Required	Plantings along parkway / trees spaced 40' apart along the block / Parking lot screen
Provided	Planter pots along primary façade
Justification	Developed site does not provide adequate areas to accommodate landscaping requirements. The applicant has agreed to provide landscaping where possible.

**Staff supports this waiver request.**



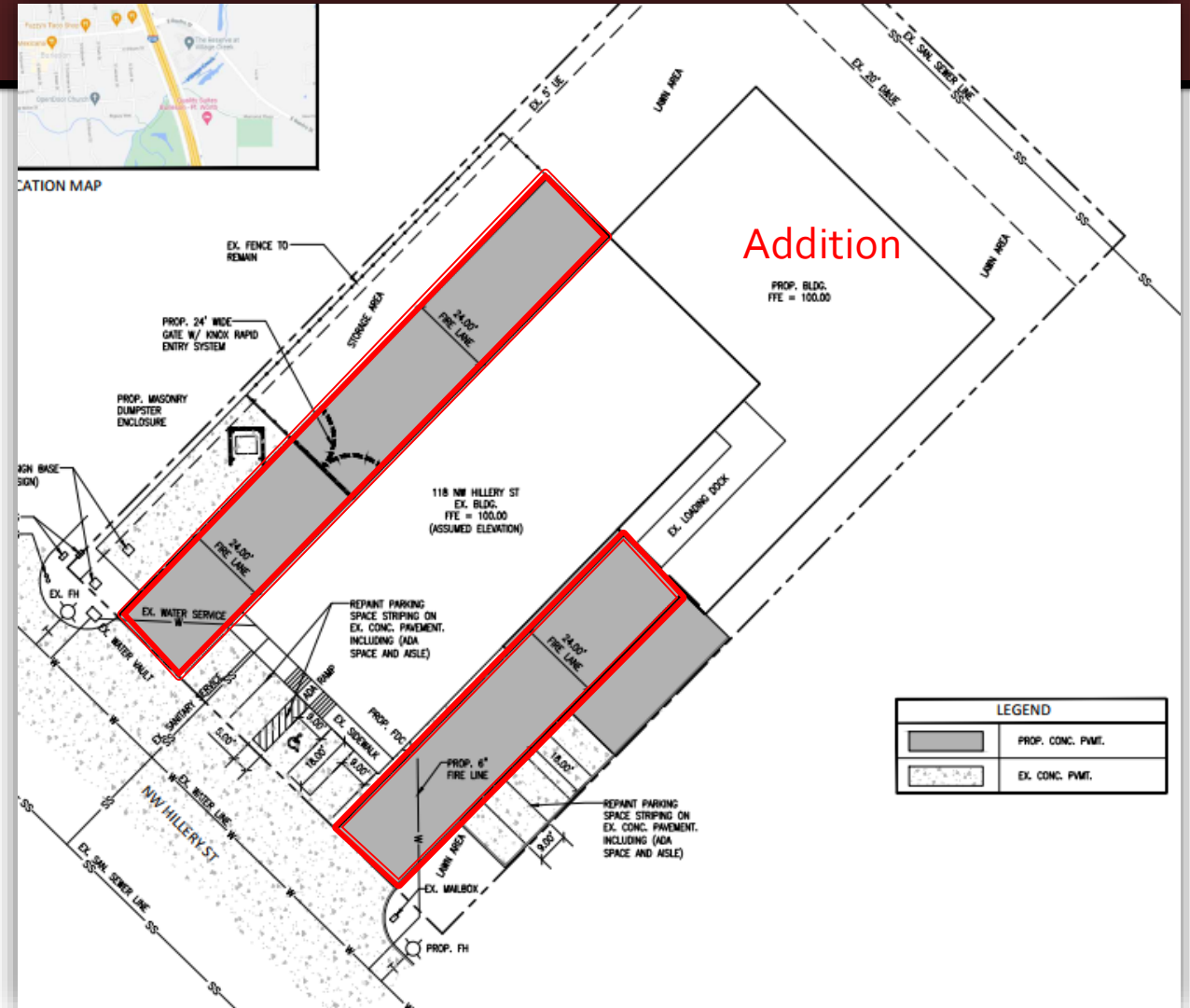
# AACA Site Plan

## WAIVER REQUEST:

# Fire Lane

Required	All ground level exterior sides of the building are within 150' of the fire lane.
Provided	Installation of an automatic sprinkler system.
Justification	The Fire Marshal is in support of increasing the distance because the applicant has agreed to install an automatic sprinkler system.

## Staff supports this waiver request.

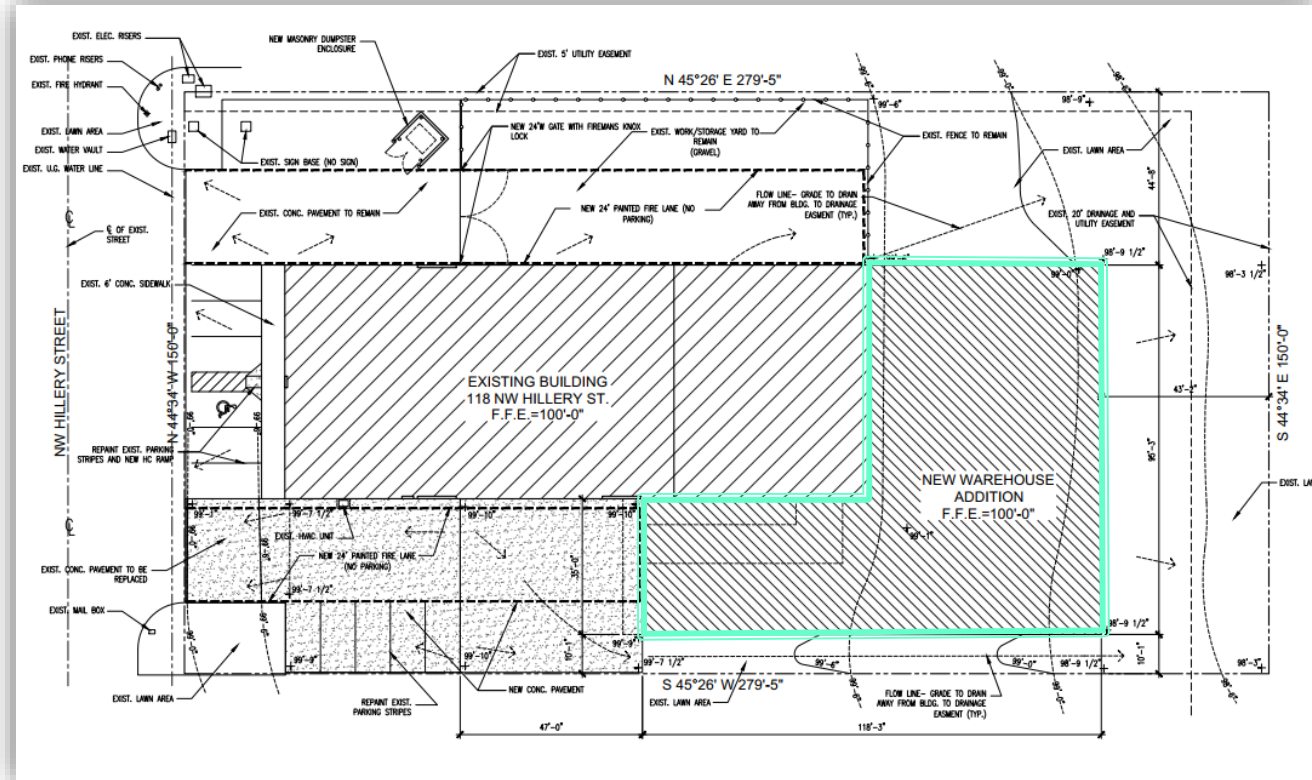


# AACA Site Plan

**WAIVER REQUEST:**

# Building

Required	Pre-fabricated metal buildings shall not be allowed.
Provided	7,416sf pre-fabricated metal addition.
Justification	Proposed addition will tie into the rear of the existing building and will be consistent in material, color and height.



## Staff supports this waiver request.

# AACA Site Plan

## Improvements

1. Install 4' brick veneer to the primary façade
2. Install new double doors as the main entrance
3. Install awning over main entrance
4. Provide large planter pots along primary façade
5. Construct a dumpster enclosure with gated entry
6. Extend fire lanes along east and west side of the building
7. Re-stripe existing parking spaces (11)
8. Install automatic sprinkler system
9. Remodel interior showroom





## Current Aerial



# AACA Site Plan

## Utilities & Drainage:

- Utilities have already been extended to the site. A fire hydrant and valve will be added with this project. The site is accounted for in existing drainage facilities. No additional improvements are required.

## Traffic:

- The use for the site has not changed and a TIA was not warranted.

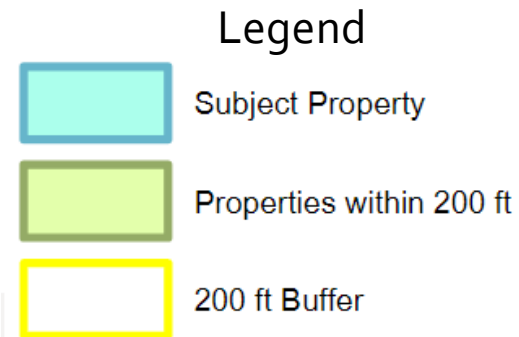


# AACA Site Plan

## Public Hearing Notice

- Public notices mailed to property owners within 200 feet of subject property.
- Published in newspaper.

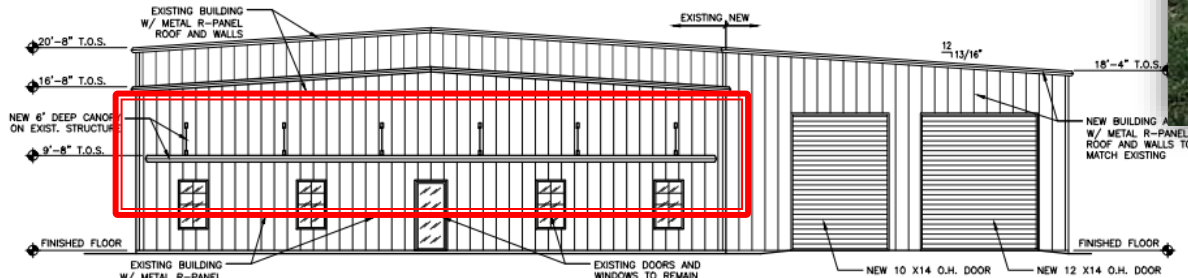
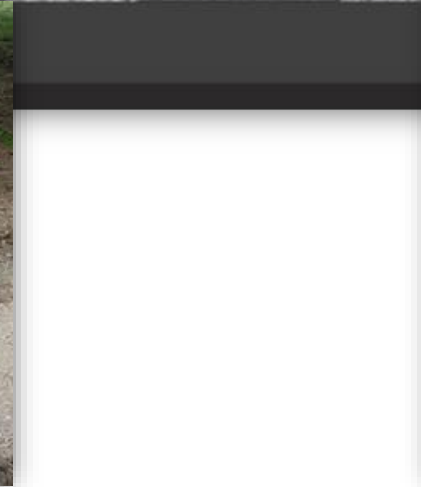
Staff has received no inquiries concerning this request.



# AACA Site Plan

## OTDSRC Comments

- Landscaping
  - Number of pots? – Two
  - Minimum pot size? – 30 gallon
  - Plant type? – Seasonal
- Awning
  - Prefer wall mounted/free hung awning in lieu of ground mounted.



Wall Mounted Awning

# AACA Site Plan

## P&Z Summary

### Vote

Recommended approval unanimously of the subject site plan with associated waivers and the following conditions:

- Install a wall mounted awning (in lieu of ground mounted)
- Install a four foot masonry veneer along the primary façade

### Discussion

Discussion was held regarding the opportunity to uphold the Old Town Design Standards. Chairman Mobley shared reservations about approving waivers and missing an opportunity to improve Old Town and the subject area as desired by code.

### Speakers

None



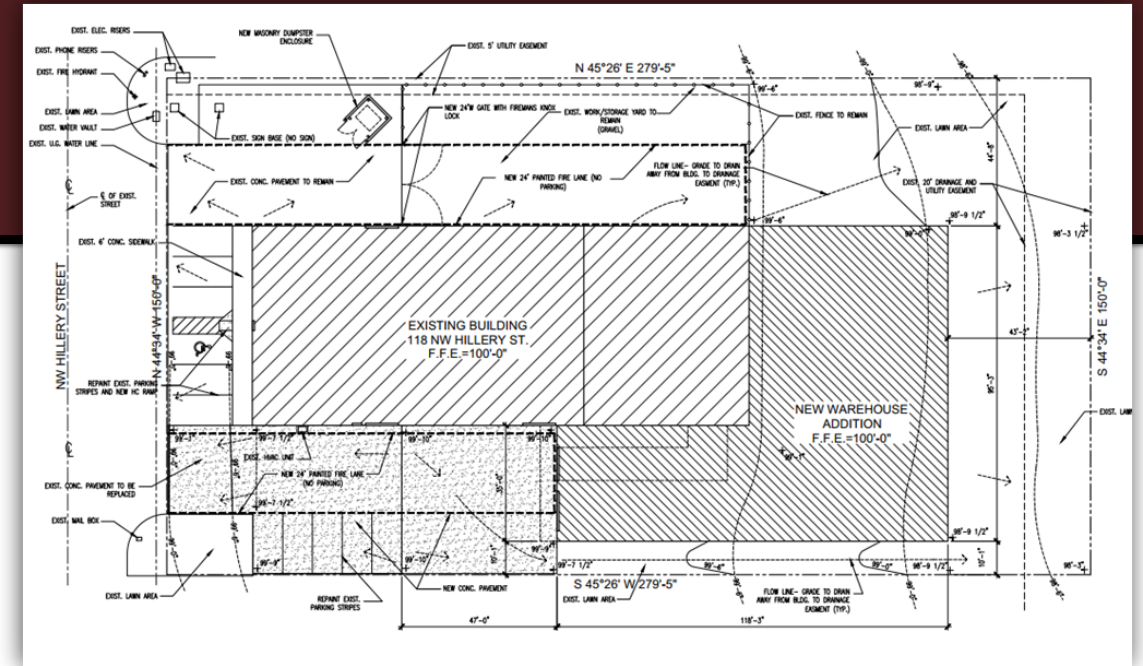
# AACA Site Plan

## City Council Action Requested

1. Open Public Hearing;
2. Close Public Hearing;
3. Consider waiver requests.
4. If waiver requests are approved as proposed or with additional conditions, approve the site plan for AACA Parts and Supplies located at 118 NW Hillery St.

## Staff Recommendation:

Staff recommends approval of the Commercial Site Plan with associated waivers to the Old Town Design, Masonry Construction Standards and the Design Standards Manual for AACA Parts and Supplies. (21-141)

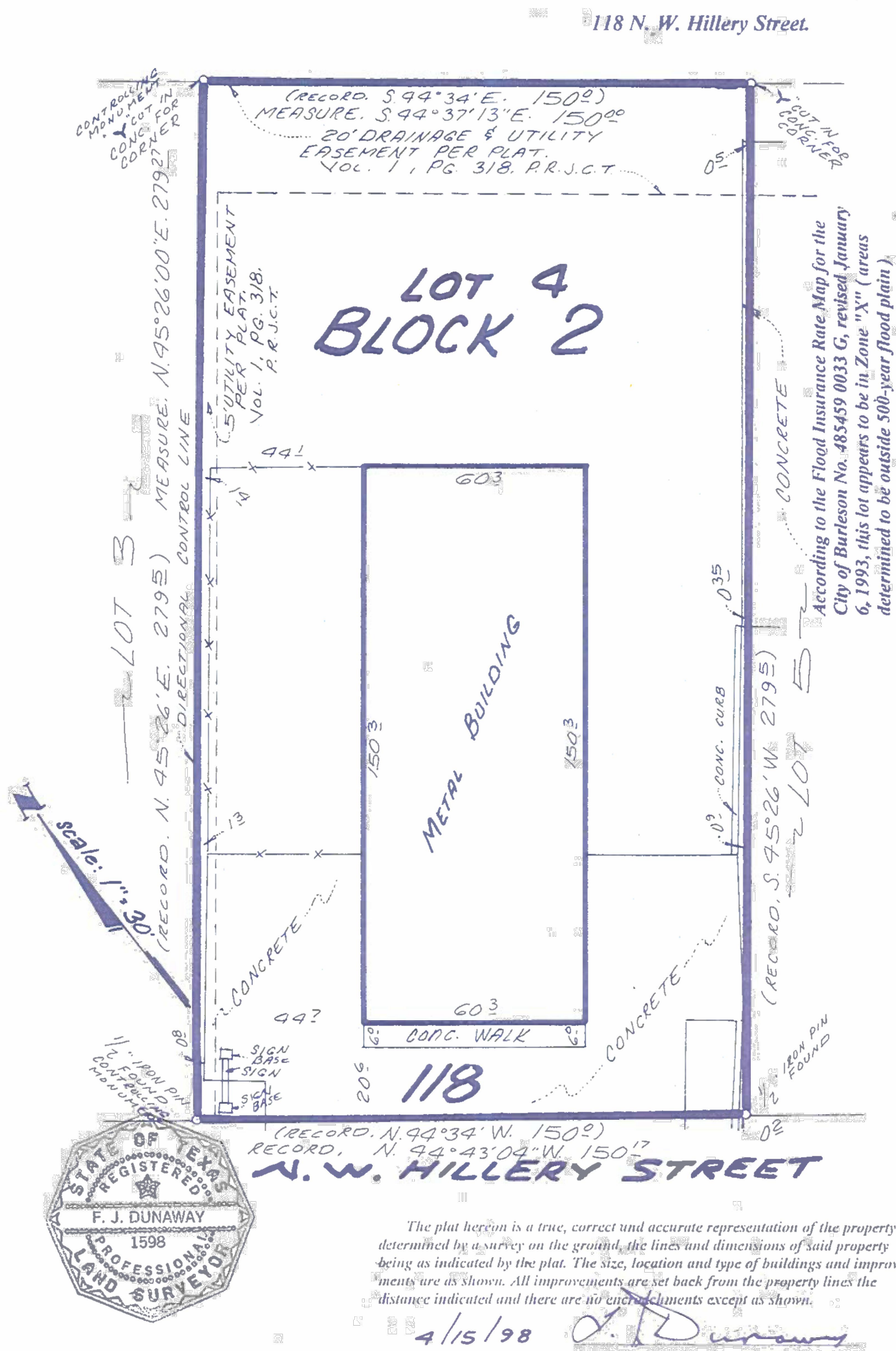


- Old Town Design Standards Review Committee Recommendation on April 19, 2022 recommendation of approval was unanimous.
- P&Z Recommendation on April 26, 2022 recommendation of approval was unanimous.

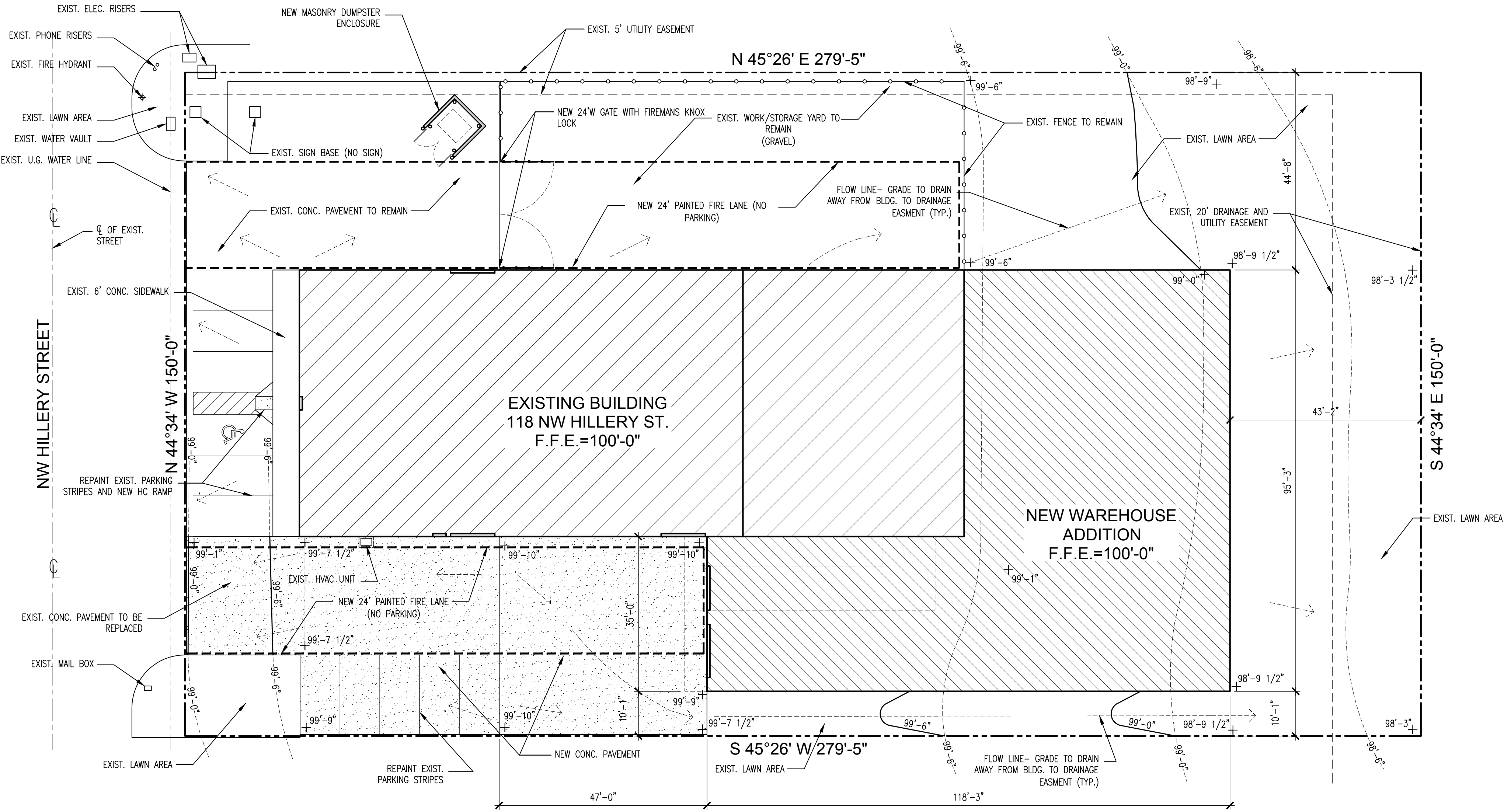


TRIANGLE SURVEYING COMPANY  
Post Office Box 546  
Burleson, Texas, 76097.  
Phone: 817-295-1148

Plat showing survey of Lot 4, Block 2,  
WILSHIRE VILLAGE, an Addition to  
the City of Burleson, Johnson County,  
Texas, according to the plat recorded in  
Volume 1, Page 318, Plat Records,  
Johnson County, Texas.



EXISTING SURVEY  
1" = 30'-0"



SITE PLAN  
1/16" = 1'-0"

EXISTING BUILDING: 9,052 SF  
NEW BUILDING ADDITION: 7,761 SF  
TOTAL BUILDING AREA: 16,813 SF

IMPERVIOUS PAVEMENT:  
EXISTING PAVEMENT: 7,139 SF  
NEW PAVEMENT: 2,118 SF  
TOTAL PAVEMENT: 9,257 SF

PERVIOUS GROUND OR VEGETATED AREA:  
0.363 AC. (15,840 SF)

PROPERTY TOTAL: 0.962 AC. (41,912 SF)

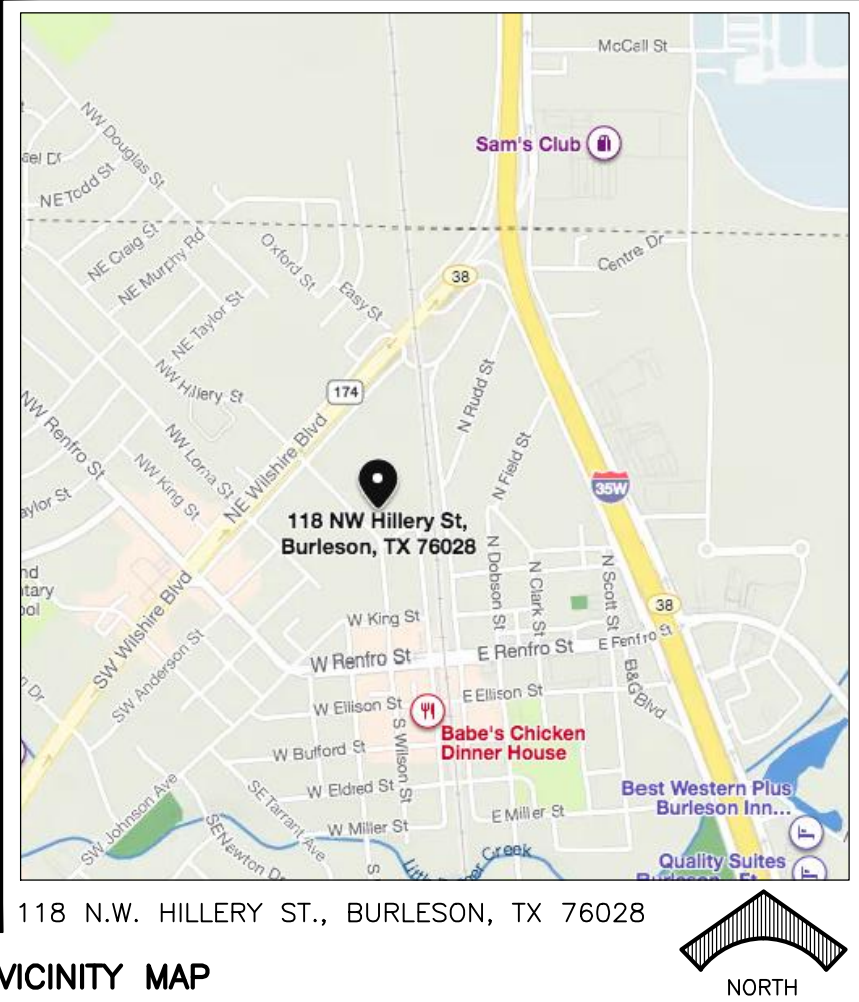
TOTAL IMPERVIOUS: 0.598 AC. (26,070 SF)  
TOTAL PERVIOUS: 0.364 AC. (15,842 SF)

AREA CALCULATIONS

SPACES REQUIRED:  
RETAIL: 2400 SF / 300 = 8 SPACES  
WAREHOUSE: 14,413 SF / 5000 = 3 SPACES  
11 SPACES REQUIRED

SPACES PROVIDED:  
STANDARD SPACES: 10  
ACCESSIBLE SPACE: 1  
TOTAL SPACES PROVIDED: 11

PARKING SPACE CALCULATIONS



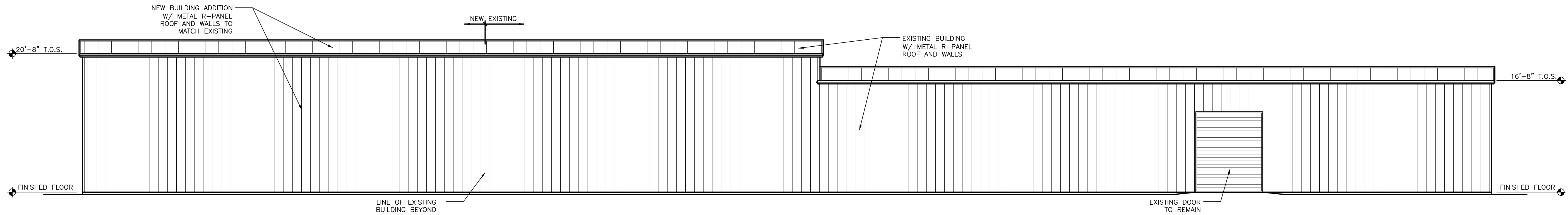
BUILDING ADDITIONS AND RENOVATIONS  
118 NW HILLERY STREET  
BURLESON, TEXAS 76028

Project:

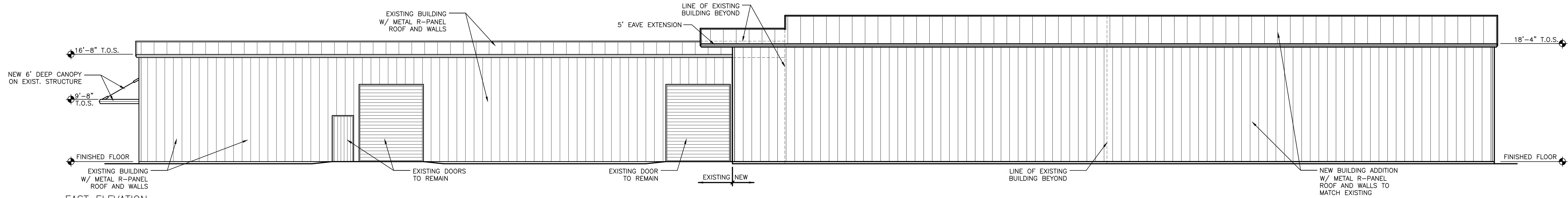
SITE PLAN  
SURVEY

Job. No. Sheet No.  
Drawn By: NDS  
Date: OCTOBER 17, 2021  
A1  
Sheet of

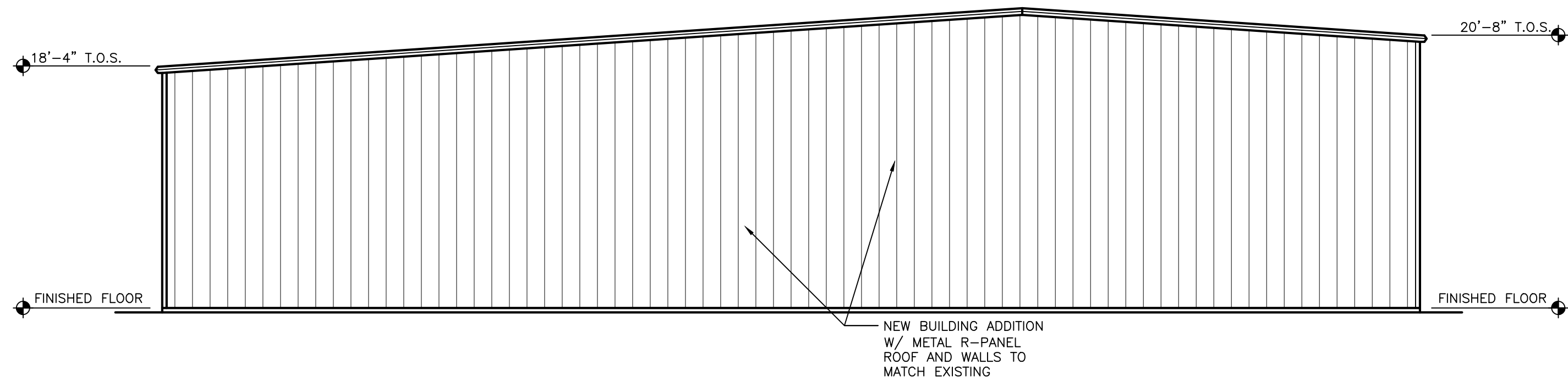




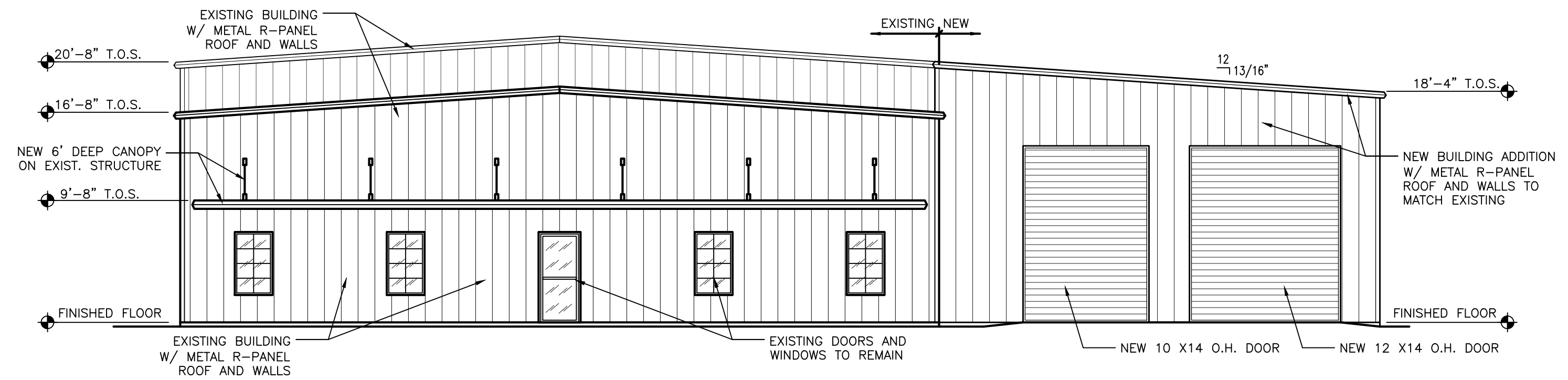
WEST ELEVATION  
1/8" = 1'-0"



EAST ELEVATION  
1/8" = 1'-0"



NORTH ELEVATION  
1/8" = 1'-0"



SOUTH ELEVATION  
1/8" = 1'-0"

**BUILDING ADDITIONS AND RENOVATIONS**  
**118 NW HILLERY STREET**  
**BURLESON, TEXAS 76028**

Project:

EXTERIOR ELEVATIONS

Job. No.	Sheet No.
Drawn By: NDS	A2
Date: OCTOBER 17, 2021	

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J:\070 BOOPER\KOKUS2110 BURLESON\118 NW HILLERY\100 CAD\100 DWG\01 CIVIL PLAN SET\1021-10.BN\W-C1\_1\_12162022.1649:53 AM - JORDAN

GENERAL:

- All construction and materials shall be in accordance with these plans, City (or town) standard details and specifications, the final geotechnical report and all issued addenda, and commonly accepted construction standards. The City specifications shall govern where other specifications do not exist. In case of conflicting specifications or details, the more restrictive specification and detail shall be followed.
- The Contractor shall comply with City (or Town) "General Notes" for construction, if existing and required by the City. For instances where they conflict with these JE General Notes, then the more restrictive shall apply.
- The Contractor shall furnish all material and labor to construct the facility as shown and described in the construction documents in accordance with the appropriate authorities' specifications and requirements.
- The Contractor shall visit the site prior to bidding to determine existing conditions.
- The existing conditions shown on these plans were provided by the topographic survey prepared by the Project Surveyor and are based on the benchmarks shown. The Contractor shall reference the same benchmarks.
- The Contractor shall review and verify the existing topographic survey shown on the plans represents existing field conditions prior to construction and shall report any discrepancies found to the Owner and JE immediately.
- If the Contractor does not accept the existing topographic survey as shown on the plans, without exception, then the Contractor shall supply at their own expense, a topographic survey by a Registered Professional Land Surveyor to the Owner and JE for review.
- Contractor shall provide full construction surveying and staking.
- Contractor shall verify horizontal and vertical control, including benchmarks prior to commencing construction or staking of improvements. Property lines and corners shall be held as the horizontal control.
- The Contractor shall review and verify all dimensions, elevations, and field conditions that may affect construction. Any discrepancies on the drawings shall be immediately brought to the attention of the Architect and JE before commencing work. No field changes or deviations from design are to be made without prior approval of the Architect, JE, and if applicable the City and Owner. No consideration will be given to change orders for which the City, JE, and Owner were not contacted prior to construction of the affected item.
- Contractor shall thoroughly check coordination of civil, landscape, MEP, architectural, and other special prior to commencing construction. Owner/JE shall be notified of any discrepancy prior to commencing with construction.
- It is the Contractor's responsibility to contact the various utility companies which may have buried or aerial utilities within or near the construction area before commencing work to have them locate their existing utilities prior to construction. The Contractor shall provide an adequate minimum notice to all utility companies prior to beginning construction.
- Contractor shall call Texas 811 an adequate amount of time prior to commencing construction or any excavation.
- Contractor shall use extreme caution as the site contains various known and unknown public and private utilities.
- The locations, elevations, depth, and dimensions of existing utilities shown on the plans were obtained from available utility company maps and plans and are considered approximate and incomplete. It shall be the Contractors' responsibility to verify the presence, location, elevation, depth, and dimension of existing utilities sufficiently in advance of construction so that adjustments can be made to provide adequate clearances. JE shall be notified immediately when a proposed improvement conflicts with an existing utility.
- The Contractor is responsible for coordinating any adjustments and relocations of existing utilities that conflict with the proposed improvements, including but not limited to, adjusting existing manholes to match proposed grades, relocating existing poles and guy wires that are located in proposed driveways, adjusting the horizontal or vertical alignment of existing underground utilities to accommodate proposed grade or crossing with a proposed utility, and any others that may be encountered that are unknown at this time and not shown on these plans.
- Contractor shall arrange for or provide, at its expense, all gas, telecommunications, cable, overhead and underground power line, and utility pole adjustments needed.
- Contractor is responsible for coordinating installation of franchise utilities that are necessary for on-site and off-site construction, and service to the proposed development.
- The Contractor shall be fully responsible for all damages due to the Contractors' failure to exactly locate and preserve all utilities. The Owner or Engineer will assume no liability for any damages sustained or cost incurred because of the operations in the vicinity of existing utilities or structures. If it is necessary to show, brace, swing or relocate a utility, the utility company or department affected shall be contacted by the Contractor and their permission obtained regarding the method to use for such work.
- Bracing of utility poles may be required by the utility companies when trenching or excavating in close proximity to the poles. The cost of bracing poles will be borne by the Contractor, with no separate pay item for this work. The cost is incidental to the pay item.
- Contractor shall use all necessary safety precautions to avoid contact with overhead and underground power lines. Contractor shall comply with all applicable local, state, federal and utility Owner regulations pertaining to work setbacks from power lines.
- The Contractor shall be responsible to obtain all required construction permits, approvals, and bonds prior to construction.
- The Contractor shall have available at the job site at all times a copy of the contract documents including plans, geotechnical report and addenda, project and city specifications, and standard conditions, copies of any required construction permits, erosion control plan, SWPPP and inspection reports.
- All shop drawings and other documents that require Engineer review shall be submitted by the Contractor sufficiently in advance of construction of that item, so that no less than 10 business days for review and response is available.
- All necessary inspections and/or certifications required by codes, jurisdictional agencies, and/or utility service companies shall be performed prior to use of the facility and the final connection of services.
- Contractor shall arrange for required City inspections.
- Contractor's bid price shall include all inspection fees.
- All symbols shown on these plans (e.g. Fire hydrant, meters, valves, inlets, etc...) are for presentation purposes only and are not to scale. Contractor shall coordinate final sizes and locations with appropriate City Inspector.
- The scope of work for the civil improvements shown on these plans terminates 5-feet from the building. Reference the building plans (e.g. Architectural, structural, MEP) for areas within 5-feet of the building and within the building footprint.
- Refer to architectural and structural plans for all final building dimensions.
- The proposed building footprint(s) shown in these plans was provided to Jordan Engineering, LLC. (JE) by the Project Architect at the time these plans were prepared. It may not be the final correct version because the building design was ongoing. The Contractor is solely responsible for confirming the final correct version of the building footprint with the Architect and Structural Engineer prior to layout. Dimensions and/or coordinates shown on these plans were based on the above stated architectural footprint and are therefore a preliminary location of the building. The Contractor is solely responsible to verify what part of the building the Architect's footprint represents (e.g. Slab, outside wall, masonry ledge, etc...) And to confirm its final position on the site based on the final architectural footprint, civil dimension control plan, survey boundary and/or plot. Any differences found shall be reported to JE immediately.
- All construction shall comply with the project's final geotechnical report (or latest edition), including subsequent addenda.
- Contractor is responsible for all materials testing and certification, unless specified otherwise by Owner. All materials testing shall be coordinated with the appropriate City Inspector and comply with City Standard specifications and geotechnical report. Testing shall be performed by an approved independent agency for testing materials. Owner shall approve the agency nominated by the Contractor for materials testing.
- All copies of materials test results shall be sent to the Owner, Engineer and Architect directly from the testing agency.
- It shall be the Contractors responsibility to show, by the standard testing procedures of the materials, that the work constructed meets the project requirements and city specifications.
- Due to the potential for differential soil movement adjacent to the building, the Contractor shall adhere to Geotechnical report's recommendation for subgrade preparation specific to flatwork adjacent to the proposed building. The Owner and Contractor are advised to obtain a Geotechnical Engineer recommendation specific to flatwork adjacent to the building, if none is currently existing.
- All Contractors must confine their activities to the work area. No encroachments outside of the work area will be allowed. Any damage resulting thereafter shall be Contractor's sole responsibility to repair.
- The Contractor shall protect all existing structures, utilities, manholes, poles, guy wires, valve covers, vault lids, fire hydrants, communication boxes/pedestals, and other facilities to remain and shall repair any damage to the Owner.
- The Contractor shall immediately repair or replace any physical damage to private property or public improvements, including but not limited to: fences, walls, signs, pavement, curbs, utilities, sidewalks, grass, trees, landscaping, and irrigation systems, etc... to original condition or better at no cost to the Owner.
- All areas in existing right-of-way disturbed by site construction shall be repaired to original condition or better, including as necessary grading, landscaping, culverts, and pavement.
- The Contractor shall salvage all existing power poles, signs, water valves, fire hydrants, meters, etc... That are to be relocated during construction.
- Contractor shall maintain adequate site drainage during all phases of construction, including maintaining existing ditches or culverts free of obstructions at all times.
- The Contractor is responsible for obtaining and submitting a Trench Safety Plan, prepared by a Professional Engineer in the State of Texas, to the city prior to construction. Contractor is responsible for maintaining trench safety requirements in accordance with City, State, and Federal Requirements, including OSHA for all trenches. No open trenches shall be allowed overnight without prior written approval of the city.
- The Contractor shall keep trenches free from water.
- Site safety is solely the responsibility of the Contractor.
- These plans do not extend to or include designs or systems pertaining to the safety of the Contractor or its employees, agents or representatives in the performance of the work. JE's seal herein does not extend to any such safety system. The Contractor shall be responsible for implementation of all required safety procedures and programs.
- Signs related to site operation or safety are not included in these plans.
- Contractor office and staging area shall be agreed on by the Owner and Contractor prior to beginning of construction. Contractor is responsible for all permitting requirements for the construction office, trailer, storage, and staging operations and locations.
- Light poles, signs, and other obstructions shall not be placed in accessible routes.
- All signs, pavement markings, and other traffic control devices shall conform to the "Texas Manual On Uniform Traffic Control Devices".
- The top elevations of all existing and proposed manholes shall be coordinated with top of pavement or finished grade and shall be adjusted to be flush with the actual finished grade at the rim elevations.
- Contractor shall adjust all existing and proposed valves, fire hydrants, and other utility appurtenances to match actual finished grades at the time of paving.
- The Contractor is responsible for construction sequencing and phasing, and shall contact the appropriate City Officials, including Building Official, Engineering Inspector, and Fire Marshal to learn of any requirements.
- Contractor is responsible for preparation, submital, and approval by the City of a traffic control plan prior to the start of construction, and then the implementation of the plan.
- Contractor shall keep a neat and accurate record of construction, including any deviations or variances from the plans.
- The Contractor shall be responsible for providing as-built plans to JE and City identifying all deviations and variations from these plans made during construction.

DEMOLITION:

- JE is not responsible for the means and methods employed by the Contractor to implement this demolition plan. This preliminary demolition plan simply identifies the known objects on the subject tract that are to be demolished and removed from the site.
- JE does not warrant or represent that the plan, which was prepared based on survey and utility information provided by others, shows all existing improvements and utilities, that the improvements and utilities are shown accurately, or that the utilities shown can be removed. The Contractor is responsible for performing its own site reconnaissance to scope its work and to confirm with the Owners of improvements and utilities the ability and process for the removal of their facilities.
- This plan is intended to give a general guide to the Contractor, nothing more. The goal of the demolition is to leave the site in a state suitable for the construction of the proposed development. Removal or preservation of improvements, utilities, etc. To accomplish this goal are the responsibility of the Contractor.
- Contractor is strongly cautioned to review the following reports describing site conditions prior to bidding and implementing the demolition plan:
  - Environmental site assessment provided by the Owner,
  - Asbestos building inspection report(s) provided by the Owner,
  - Geotechnical report provided by the Owner,
  - Other reports that are applicable and available.
- Contractor shall contact the Owner to verify whether additional reports or amendments to the above cited reports have been prepared and to obtain/review/and comply with the recommendation of such studies prior to starting any work on the site.
- Contractor shall comply with all local, state, and federal regulations regarding the demolition of objects on the site and the disposal of the demolished materials off-site. It is the Contractor's sole responsibility to review the site, determine the applicable regulations, receive the required permits and authorizations, and comply.
- JE does not represent that the reports and surveys referenced above are accurate, complete, or comprehensive showing all items that will need to be demolished and removed.
- Surface pavement indicated may overlay other hidden structures, such as additional layers of pavement, foundations or walls, that are also to be removed.

DETENTION / RETENTION POND NOTES:

- Any ponds that are intended to hold water indefinitely shall be constructed watertight.
- For any ponds intended to hold water indefinitely: The Contractor shall refer to the geotechnical report for pond liner specifications.
- A Geotechnical Engineer shall review and approve all pond liner material, placement procedures, and provide testing to ensure the pond liner material placed is watertight.
- Storm sewer pipes and headwalls that connect to a pond intended to hold water indefinitely shall be installed with watertight joints to at least 1-foot above the normal pool water surface elevation.
- Any gravel or other pervious embedment around pipes or outfall structures near the pond shall be eliminated for at least 20-feet from the pond so no route for water to leak through the embedment material is provided. Backfill in these areas shall be of impervious material.
- For any ponds intended to hold water indefinitely: the water level following completion and filling of the pond shall be monitored by the Contractor for at least 60 days to observe water inflow, outflow, and calculate evaporation to verify that the pond is watertight.
- For any ponds intended to hold water indefinitely: the pond water level shall also be maintained by the Contractor for the duration of construction so that it remains full to its design water level, and is not lowered, as this may dry-out the pond liner and risk its watertight properties.

GRADING:

- The Contractor and grading subcontractor shall verify the suitability of existing and proposed site conditions including grades and dimensions before start of construction. JE shall be notified immediately of any discrepancies.
- Contractor shall obtain any required grading permits from the City.
- Unless otherwise noted, proposed contours and spot elevations shown in paved area reflect top of pavement surface. In locations along a curb line, add 6-inches (or the height of the curb) to the paving grade for top of curb elevation.
- Proposed spot elevations and contours outside the pavement are to top of finished grade.
- Proposed contours are approximate. Proposed spot elevations and designated gradient are to be used in case of discrepancy.
- All finished grades shall transition uniformly between the finished elevations shown.
- Contours and spot grades shown are elevations of top of the finished surface. When performing the grading operations, the Contractor shall provide an appropriate elevation hold-down allowance for the thickness of pavement, sidewalk, topsoil, mulch, stone, landscaping, rip-rap and all other surface materials that will contribute to the top of finished grade. For example, the limits of earthwork in paved areas is the bottom of the pavement section.
- No representations of earthwork quantities or volume of earthwork are made by these plans. The Contractor shall provide their own earthwork calculation to determine their contract quantities and cost. Any significant variance from a balanced site shall be immediately brought to the attention of JE.
- All grading and earthwork shall comply with the project's final geotechnical report (or latest edition), including subsequent addenda.
- All excavation is unclassified and shall include all materials encountered. Unusable excavated material and all waste resulting from site clearing and grubbing shall be removed from the site and appropriately disposed by the Contractor at no additional expense.
- Erosion control devices shown on the erosion control plan for the project shall be installed prior to the start of grading. Reference erosion control plan, details, general notes, and SWPPP for additional information and requirements.
- Before any earthwork is performed, the Contractor shall stake out and mark the limits of the project's property line and site improvements. The Contractor shall provide all necessary Engineering and surveying for line and grade control points related to earthwork.
- Contractor to dispose of all excess excavation materials in a manner that adheres to local, state and federal laws and regulations. The Contractor shall keep a record of where excess excavation was disposed, along with the receiving land Owner's approval to do so.
- Contractor is responsible for removal and replacement of topsoil at the completion of fine grading. Contractor shall refer to Landscape Architecture plans for specifications and requirements for topsoil.
- Contractor shall maintain adequate site drainage during all phases of construction, including maintaining existing ditches or culverts free of obstructions at all times.
- No earthwork fill shall be placed in any existing drainage way, swale, channel, ditch, creek, or floodplain for any reason or any length of time, unless these plans specifically indicate this is required.
- Temporary culverts may be required in some locations to convey run-off.
- Refer to dimension control plan, and plot for horizontal dimensions.
- The Contractor shall clear and grub the site and place, compact, and condition fill per the project Geotechnical Engineer's specifications. The fill material to be used shall be approved by the Geotechnical Engineer prior to placement.
- Contractor is responsible for all soils testing and certification, unless specified otherwise by Owner. All soils testing shall be coordinated with the appropriate City Inspector and shall comply with City Standard specifications and the geotechnical report. Soils testing shall be performed by an approved independent agency for testing soils. The Owner shall approve the agency nominated by the Contractor for soils testing.
- All copies of soils test results shall be sent to the Owner, JE and Architect directly from the testing agency.
- It shall be the Contractors responsibility to show, by the standard testing procedures of the soils, that the work constructed meets the project requirements and City specifications.
- The scope of work for civil improvement shown on these plans terminates 5-feet from the building. Contractor shall refer to the geotechnical report and structural plans and specifications fill, conditioning, and preparation in the building pod.
- Due to the potential for differential soil movement adjacent to the building, the Contractor shall adhere to Geotechnical report's recommendation for subgrade preparation specific to flatwork adjacent to the proposed building. The Owner and Contractor are advised to obtain a Geotechnical Engineer recommendation specific to flatwork adjacent to the building, if none is currently existing.
- Contractor shall ensure that sufficient positive slope away from the building pod is achieved for entire perimeter of the proposed building(s) during grading operations and in the final condition. If the Contractor observes that this will not be achieved, the Contractor shall contact the Engineer to review the location.
- The Contractor shall take all available precautions to control dust. Contractor shall control dust by sprinkling water, or by other means approved by the City, at no additional cost to the Owner.
- Contractor shall coordinate with the utility companies for any required utility adjustments and/or relocations needed for grading operations and to accommodate proposed grades, including the unknown utilities not shown on these plans. Contractor shall refer to the general notes 'overall' section these plans for additional information.
- Existing tree locations shown on these plans are approximate. Contractor shall report any discrepancies found in the field that affect the grading plan to JE.
- Contractor shall field verify all protected tree locations, individual protected tree critical root zones, and proposed site grading, and notify JE and Landscape Architect of any conflicts with the tree preservation plan by the Landscape Architect prior to commencing the work.
- Tree protection measures shall be installed in accordance with the City Standard tree protection details and the approved tree preservation plans by the Landscape Architect.
- Contractor shall refer to the landscaping and tree preservation plans for all information and details regarding existing trees to be removed and preserved.
- No tree shall be removed unless a tree removal permit has been issued by the City, or City has otherwise confirmed in writing that one is not needed for the tree(s).
- No tree shall be removed or damaged without prior authorization of the Owner or Owner's representative. Existing trees shall be preserved whenever possible and grading impact to them held to a minimum.
- After placement of subgrade and prior to placement of pavement, Contractor shall test and observe pavement areas for evidence of ponding and inadequate slope for drainage. All areas shall adequately drain towards the intended structure to convey stormwater runoff. Contractor shall immediately notify Owner and JE if any areas of poor drainage are discovered.
- Contractor field adjustment of proposed spot grades is allowed, if the approval of JE is obtained.

PAVING:

- All paving materials and construction shall be in accordance with these plans, the City Standard details and specifications, the final geotechnical report and all issued addenda, and commonly accepted construction standards. The City specifications shall govern where other specifications do not exist. In case of conflicting specifications or details, the more restrictive specification and detail shall be followed.
- All private on-site paving and paving subgrade shall comply with the project's final geotechnical report (or latest edition), including all addenda.
- All firelane paving and paving subgrade shall comply with City Standards and details. If these are different than those in the geotechnical report, then the more restrictive shall be followed.
- All public paving and paving subgrade shall comply with City Standard Construction Details and Specifications.
- Contractor is responsible for all paving and paving subgrade testing and certification, unless specified otherwise by Owner. All paving and paving subgrade testing shall be coordinated with the appropriate City Inspector. Testing shall be performed by an approved independent agency for testing paving and subgrade. Owner shall approve the agency nominated by the Contractor for paving and paving subgrade testing.
- It shall be the Contractors responsibility to show, by the standard testing procedures of the paving and paving subgrade, that the work constructed meets the project requirements and City specifications.
- Due to the potential for differential soil movement adjacent to the building, the Contractor shall adhere to geotechnical report's recommendation for subgrade preparation specific to flatwork adjacent to the proposed building. The Owner and Contractor are advised to obtain a Geotechnical Engineer recommendation specific to flatwork adjacent to the building, if none is currently existing.
- Curb ramps along public streets and in the public right-of-way shall be constructed based on the City Standard construction detail and specifications.
- Private curb ramps on the site (i.e. Outside public street right-of-way) shall conform to ADA and TAS standards and shall have a detectable warning surface that is full width and full depth of the curb ramp, not including flares.
- All accessible ramps, curb ramps, striping, and pavement markings shall conform to ADA and TAS standards, latest edition.
- Any components of the project subject to residential use shall also conform to the Fair Housing Act and comply with the Fair Housing Act design manual by the US Department of Housing and Urban Development.
- Contractor shall construct proposed pavement to match existing pavement with a smooth, flush, connection.
- Contractor shall furnish and install all pavement markings for fire lanes, parking stalls, handicapped parking symbols, and miscellaneous striping within parking lot and around building as shown on the plans. All paint and pavement markings shall adhere to City and Owner standards.
- Refer to geotechnical report for paving joint layout plan requirements for private pavement.
- Refer to City Standard details and specifications for joint layout plan requirements for public pavement.
- All reinforcing steel shall conform to the geotechnical report, City Standards, and ASTM A-615, grade 60, and shall be supported by bar chairs. Contractor shall use the more stringent of the City and geotechnical standards.
- All joints shall extend through the curb.
- The minimum length of offset joints at radius points shall be 2 feet.
- Contractor shall submit a jointing plan to JE and Owner prior to beginning any of the paving work.
- All sawcuts shall be full depth for pavement removal and connection to existing pavement.
- Fire lanes shall be marked and labeled as a firelane per City Standards.
- Unless the plans specifically dictate to the contrary, on-site and other directional signs shall be oriented, so they are readily visible to the oncoming traffic for which they are intended.
- Contractor is responsible for installing necessary conduit for lighting, irrigation, etc. prior to placement of pavement. All construction documents (civil, MEP, landscape, irrigation, and architect) shall be consulted.
- Before placing pavement, Contractor shall verify that suitable accessible pedestrian routes (per ADA, TAS, and FHWA) exist to and from every door and along sidewalks, accessible parking spaces, access aisles, and accessible routes. In no case shall an accessible ramp slope exceed 1 vertical to 12 horizontal. In no case shall sidewalk cross slope exceed 2.0 percent. In no case shall longitudinal sidewalk slope exceed 5.0 percent. Accessible parking spaces and access aisles shall not exceed 2.0 percent slope in any direction.
- Contractor shall take field slope measurements on finished subgrade and form boards prior to placing pavement to verify that ADA/TAS slope requirements are provided. Contractor shall contact JE prior to paving if any excessive slopes are encountered. No Contractor change orders will be accepted for ADA and TAS slope compliance issues.

DRAINAGE:

- All storm sewer materials and construction shall comply with City Standard Construction Details and Specifications.
- The Site Utility Contractor shall provide all materials and appurtenances necessary for complete installation of the storm sewer.
- The Contractor shall field verify the size, condition, horizontal, and vertical locations of all existing storm sewer facilities that are to be connected to, prior to start of construction of any storm sewer, and shall notify JE of any conflicts discovered.
- The Contractor shall verify and coordinate all dimensions shown, including the horizontal and vertical location of curb inlets and grate inlets and all utilities crossing the storm sewer.
- Flow line, top-of-curb, rim, throat, and grade elevations of proposed inlets shall be verified with the grading plan and field conditions prior to their installation.
- All public storm sewer construction, pipe, structures, and fittings shall adhere to City Public Works Standard Details and Specifications. Contractor shall arrange for required city inspections.
- All private storm sewer construction, pipe, structures, and fittings shall adhere to the applicable plumbing code. Contractor shall arrange for required city inspections.
- All PVC to RCP connections and all storm pipe connections entering structures or other storm pipe shall have a concrete collar and be grouted to assure the connection is watertight.
- All public storm sewer lines shall be minimum class III RCP. Private storm sewer lines 18-inches and greater shall be class III RCP or other approved material.
- Where cover exceeds 20-feet or is less than 2-feet, class IV RCP shall be used.
- If Contractor proposes to use HDPE or PVC in lieu of RCP for private storm sewer, Contractor shall submit technical data to the Owner, JE and City Engineer/Inspector for approval prior to ordering the material. Any proposed HDPE and PVC shall be watertight.
- The Contractor shall provide construction surveying for all storm sewer lines.
- Embedment for all storm sewer lines, public or private, shall be per City Standard Details.
- All WYE connections and pipe bends are to be prefabricated and installed per manufacturers specifications.
- Use 4 foot joints with beveled ends if radius of storm sewer is less than 100 feet.
- The Contractor is responsible for obtaining and submitting a Trench Safety Plan, prepared by a Professional Engineer in the State of Texas, to the City prior to construction. Contractor is responsible for maintaining trench safety requirements in accordance with City, State, and Federal Requirements, including OSHA for all trenches. No open trenches shall be allowed overnight without prior written approval of the City.
- The Contractor shall keep trenches free from water.

WATER AND WASTEWATER:

- All water and wastewater materials and construction shall comply with City Standard Construction Details and Specifications.
- Contractor shall field verify the size, condition, horizontal, and vertical locations of all existing water and wastewater facilities that are to be connected to, prior to start of construction of any water or wastewater construction and shall notify JE of any conflicts discovered.
- Contractor shall verify and coordinate all dimensions shown, including the horizontal and vertical location of all utility services entering the building.
- The Contractor shall field verify the elevation of all utility crossings prior to the installation of any pipe.
- The site utility Contractor shall provide all materials and appurtenances necessary for complete installation of the water and wastewater improvements.
- All public water and wastewater construction, pipe, structures, and fittings shall adhere to City Public Works Standard Details and Specifications. Contractor shall arrange for required city inspections.
- All private water and wastewater construction, pipe, structures, and fittings shall adhere to the applicable plumbing code. Contractor shall arrange for required city inspections.
- Fire sprinkler lines shall be designed and installed by a licensed fire sprinkler Contractor and comply to the applicable codes and inspections required. These plans were prepared without the benefit of the fire sprinkler design. Contractor shall notify JE of any discrepancies.
- Embedment for all water and wastewater lines, public or private, shall be per City Standard Details.
- Contractor shall take required sanitary precautions, following any City, TCEQ, and AWWA standards, to keep water pipe and fittings clean and capped at times when installation is not in progress.
- Contractor shall provide construction surveying for all water and wastewater lines.
- All water and wastewater services shall terminate 5-feet outside the building, unless noted otherwise.
- Contractor shall comply with city requirements for water and wastewater service disruptions and the amount of prior notice that is required and shall coordinate directly with the appropriate city department.
- Contractor shall sequence water and wastewater construction to avoid interruption of service to surrounding properties.
- Contractor shall maintain water service and wastewater service to all customers throughout construction (If necessary, by use of temporary methods approved by City and Owner). This work shall be considered subsidiary to the project and no additional compensation shall be allowed.
- The Contractor is responsible to protect all water and wastewater lines crossing the project. The Contractor shall repair all damaged lines immediately. All repairs of existing water mains, water services, sewer mains, and sanitary sewer services are subsidiary to the work, and no additional compensation shall be allowed.
- Valve adjustments shall be constructed such that the covers are at finished surface grade of the proposed pavement.
- The ends of all existing water mains that are cut, but not removed, shall be plugged and abandoned in place. This work shall be considered as a subsidiary cost to the project and no additional compensation shall be allowed.
- All fire hydrants, valves, tees, bends, wyes, reducers, fittings, and ends shall be mechanically restrained and/or thrust blocked to City Standards.
- Contractor shall install a full segment of water or wastewater pipe centered at all utility crossings so that the joints are greater than 9-feet from the crossing.
- All crossings and locations where wastewater is less than 9-feet from water, wastewater construction and materials shall comply with TCEQ Chapter 217.53.
- All crossing and locations where water is less than 9-feet from wastewater, water construction and materials shall comply with TCEQ Chapter 290.44.
- All water and wastewater shall be tested in accordance with the City, AWWA, and TCEQ Standards and Specifications. At a minimum, this shall consist of the following:
  - All waterlines shall be hydrostatically tested and chlorinated before being placed into service. Contractor shall coordinate with the City for their required procedures and shall also comply with TCEQ Regulations.
  - Wastewater lines and manholes shall be pressure tested. Contractor shall coordinate with the City for their required procedures and shall also comply with TCEQ Regulations.
- Contractor shall install detectable wiring or marking tape a minimum of 12" above water and wastewater lines. Marker decals shall be labeled 'caution - water line', or 'caution - sewer line'. Detectable wiring and marking tape shall comply with City Standards and shall be included in the cost of the water and wastewater pipe.
- Ductile iron pipe shall be protected from corrosion by a low-density polyethylene liner wrap that is at least a single layer of 8-mil. All ductile iron joints shall be bonded.
- Waterlines shall be installed at no less than the minimum cover required by the City.
- Contractor shall provide clean-outs for private sanitary sewer lines at all changes in direction and 100-foot intervals, or as required by the applicable plumbing code. Clean-outs required in pavement or sidewalks shall have cast iron covers flush with finished grade.
- Contractor shall provide backwater valves for plumbing fixtures as required by the applicable plumbing code (e.g. Floor elevation of fixture unit is below the elevation of the manhole cover of the next upstream manhole in the public sewer). Contractor shall review both MEP and civil plans to confirm where these are required.
- The Contractor is responsible for obtaining and submitting a Trench Safety Plan, prepared by a Professional Engineer in the State of Texas, to the City prior to construction. Contractor is responsible for maintaining trench safety requirements in accordance with City, State, and Federal Requirements, including OSHA for all trenches. No open trenches shall be allowed overnight without prior written approval of the City.
- The Contractor shall keep trenches free from water.

RETAINING WALLS:

- Retaining walls shown are for site grading purposes only and include only location and surface spot elevations at the top and bottom of the wall.
- Retaining wall type or system shall be selected by the Owner.
- Retaining wall design shall be provided by others and shall fit in the wall zone or location shown on these plans.
- Structural design and permitting of retaining walls, grades, and other wall safety devices shall be performed by a licensed Engineer and are not part of this plan set.
- Retaining wall design shall meet the intent of the grading plan and shall account for any influence on adjacent building foundations, utilities, property lines and other constructability notes.
- Retaining wall Engineer shall consult these plans and the geotechnical report for potential conflicts.

EROSION CONTROL:

- The Contractor shall comply with all local, state, and federal erosion control and water quality requirements, laws, and ordinances that apply to the construction site land disturbance.
- Contractor shall comply with the requirements of the TCEQ General Permit To Discharge Under the Texas Pollutant Discharge Elimination System TXR 150000.
- Erosion control devices shown on the erosion control plan for the project shall be installed prior to the start of land disturbance.
- All erosion control devices are to be installed in accordance with the approved plans and specifications for the project.
- Contractor is solely responsible for installation, implementation, maintenance, and effectiveness of all erosion control devices, Best Management Practices (BMPs), and for updating the erosion control plan during construction as field conditions change. This includes filing and posting of any/all required TCEQ notices along with the production and implementation of the Storm Water Pollution Prevention Plan (SWPPP).
- Contractor shall document the dates of installation, maintenance or modification, and removal for each BMP employed in the storm water pollution prevention plan (SWPPP) if applicable.
- As storm sewer inlets are installed on-site, temporary erosion control devices shall be installed at each inlet per approved details.
- The erosion control devices shall remain in place until the area it protects has been permanently stabilized.
- Contractor shall provide adequate erosion control devices needed due to project phasing.
- Contractor shall observe the effectiveness of the erosion control devices and make field adjustments and modifications as needed to prevent sediment from leaving the site. If the erosion control devices do not effectively control erosion and prevent sedimentation from existing off the site, then the Contractor shall notify JE.
- Off-site soil borrow, spoil, and storage areas (if applicable) are considered as part of the project site and must also comply with the erosion control requirements for this project. This includes the installation of BMPs to control erosion and sedimentation and the establishment of permanent ground cover on disturbed areas prior to final approval of the project. Contractor is responsible for modifying the SWPPP and erosion control plan to include BMPs for any off-site that are not anticipated or shown on the erosion control plan.
- All staking, stockpiles, spoil, and storage shall be located such that they will not adversely affect storm water quality. Protective measures shall be provided if needed to accomplish this requirement, such as covering or encircling the area with an appropriate barrier.
- Contractor shall inspect erosion control devices, BMPs, disturbed areas, and vehicle entry and exit areas weekly and within 24 hours of all rainfall events of 0.5 inches or greater, and keep a record of this inspection in the SWPPP booklet if applicable, to verify that the devices and erosion control plan are functioning properly.
- Contractor shall construct a stabilized construction entrance at all primary points of access in accordance with City specifications. Contractor shall ensure that all construction traffic uses the stabilized entrance at all times for all ingress/egress.
- Site entry and exits shall be maintained in a condition that will prevent the tracking and flowing of sediment and dirt onto off-site roadways. All sediment and dirt from the site that is deposited onto an off-site roadway shall be removed immediately.
- The Contractor is responsible for removing all silt and debris from the affected off-site roadways that are a result of the construction, as requested by Owner and City. At a minimum, this should occur once per day for the off-site roadways.
- When washing of vehicles is required to remove sediment prior to exiting the site, it shall be done in an area stabilized with crushed stone that drains into an approved sediment trap BMP.
- Contractor shall install a temporary sediment basin for any on-site drainage areas that are greater than 10 Acres, per TCEQ and City Standards. If no Engineering design has been provided for a sedimentation basin on these plans, then the Contractor shall arrange for an appropriate design to be provided.
- All fines imposed for sediment or dirt discharged from the site shall be paid by the responsible Contractor.
- When sediment or dirt has clogged the construction entrance void spaces between stones or dirt is being tracked onto a roadway, the aggregate pad must be washed down or replaced. Runoff from the wash-down operation shall not be allowed to drain directly off site without first flowing through another pad to control sedimentation. Periodic re-grading or new stone may be required to maintain the effectiveness of the construction entrance.
- Temporary seeding or other approved stabilization shall be initiated within 14 days of the last disturbance of any area, unless additional construction of an area is expected within 21 days of the last disturbance.
- Contractor shall follow good housekeeping practices during construction, always cleaning up dirt, loose material, and trash as construction progresses.
- Upon completion of fine grading, all surfaces of disturbed areas shall be permanently stabilized. Stabilization is achieved when the area is either covered by permanent impervious structures, such as buildings, sidewalk, pavement, or a uniform perennial vegetative cover.
- At the conclusion of the project, all inlets, drain pipes, channels, drainageways and borrow ditches affected by the construction shall be dredged, and the sediment generated by the project shall be removed and disposed in accordance with applicable regulations.

STORM WATER DISCHARGE AUTHORIZATION:

- Contractor shall comply with all TCEQ and EPA Storm Water Pollution Prevention Requirements.
- Contractor shall comply with the requirements of the TCEQ General Permit To Discharge Under the Texas Pollutant Discharge Elimination System TXR 150000.
- The Contractor shall ensure that all primary operators submit a notice of intent to TCEQ at least seven days prior to commencing construction (if applicable), or if utilizing electronic submital, prior to commencing construction. All primary operators shall provide a copy of the signed notice of intent to the operator of any MS4 (typically the City) receiving discharge from the site.
- Contractor shall be responsible for the implementation of the storm water pollution prevention plan (SWPPP) if applicable, including posting site notice, inspections, documentation, and submission of any information required by the TCEQ and EPA (e.g. Notice of intent).
- All Contractors and Subcontractors providing services related to the SWPPP shall sign the required Contractor certification statement acknowledging their responsibilities as specified in the SWPPP.
- A copy of the SWPPP, including notice of intent, site notice, Contractor certifications, and any revisions, shall be submitted to the City by the Contractor and shall be retained on-site during construction.
- A notice of termination (not) shall be submitted to TCEQ by any primary operator within 30 days after all said disturbing activities at the site have been completed and a uniform vegetative cover has been established on all unpaved areas and areas not covered by structures, a transfer of operational control has occurred, or the operator has obtained alternative authorization under a different permit. A copy of the not shall be provided to the operator of any MS4 receiving discharge from the site.

REVISION SCHEDULE	DATE			
DESCRIPTION				
REV. No.				

JE

JORDAN

ENGINEERING, LLC

CIVIL ENGINEERING • LAND PLANNING

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PROFESSIONAL ENGINEER

Jordan Bishop

2-16-2021

SEAL OF THE PROFESSIONAL ENGINEER

ISSUED BY THE BOARD OF ENGINEERING EXAMINERS

EXPIRATION DATE 12-31-2025

GENERAL NOTES

118 NW HILLERY ST  
CITY OF BURLESON  
JOHNSON COUNTY, TEXAS

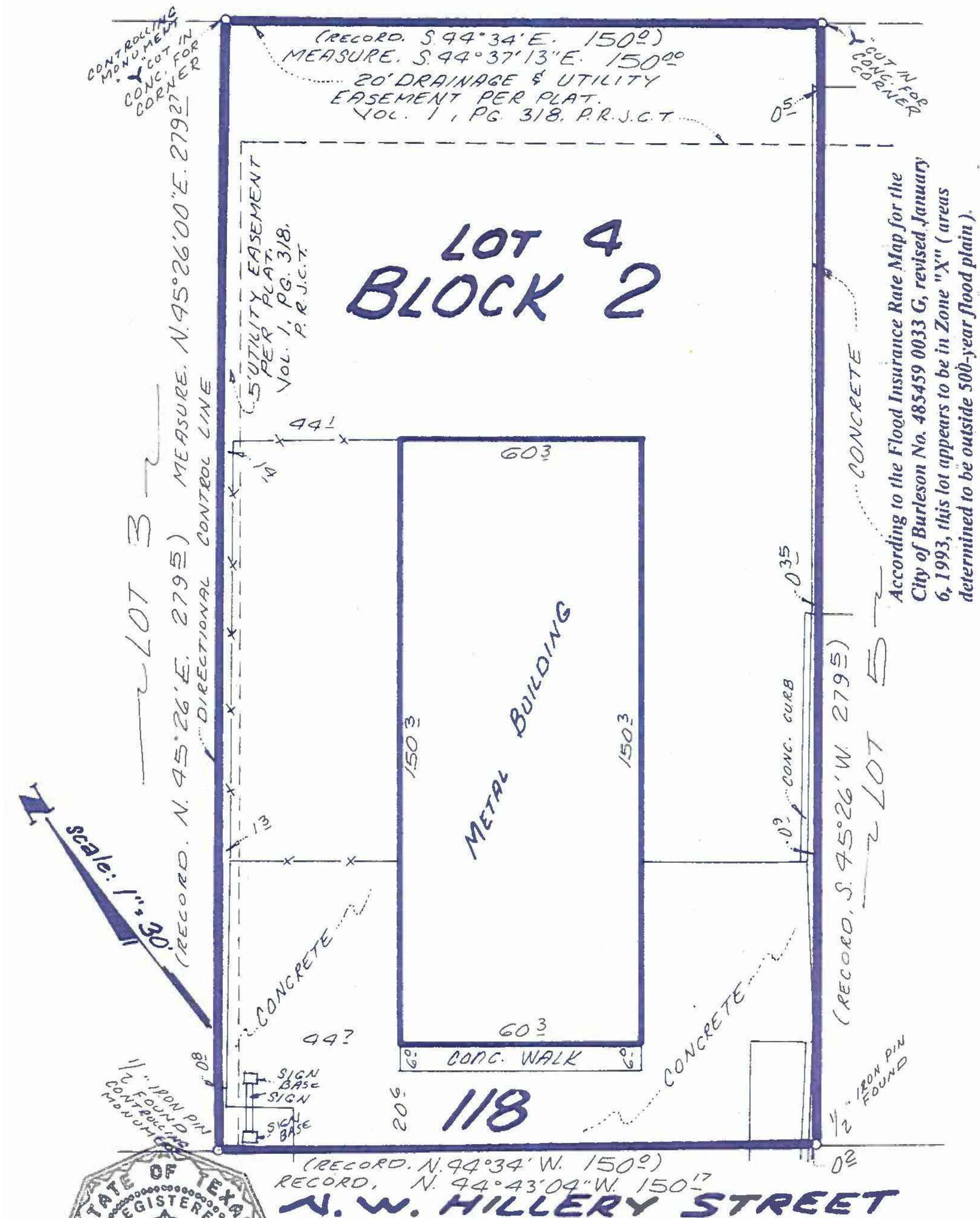
DESIGN: WJB  
DRAWN: WJB  
CHECKED: WJB  
DATE: DEC 2021

SHEET #  
C1.1  
CLIENT #: 070 JOB #: 2110



*Post Office Box 546  
Burleson, Texas, 76097  
Phone: 817-295-1148*

118 N. W. Hillery Street.



The plat hereon is a true, correct and accurate representation of the property as determined by a survey on the ground, the lines and dimensions of said property being as indicated by the plat. The size, location and type of buildings and improvements are as shown. All improvements are set back from the property lines the distance indicated and there are no encroachments except as shown.

4/15/98

are no encroachments except as shown.

REVISION

SCHEDULE

REVISION

SCHEDULE

DESCRIPTION

REV. No.

**JE**  
**JOHNSON**  
**ENGINEERING, LLC**  
CIVIL ENGINEERING • LAND PLANNING

WEATHERFORD, TX 76086  
(817) 319-9931  
TEXAS REG. FIRM # 17586

# SURVEY

118 NW HILLERY ST  
CITY OF BURLESON  
JOHNSON COUNTY, TEXAS

DESIGN: WJB

DRAWN: WJB

CHECKED: WJB

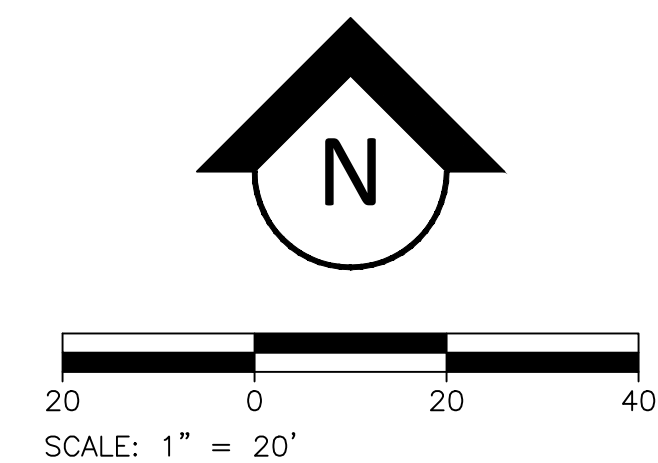
DATE: DEC 2021

SHEET #

## C2.0

CLIENT #: 070      JOB #: 2110





\*\*\* NOTICE \*\*\*

IT SHALL BE CONTRACTOR'S RESPONSIBILITY TO VERIFY HORIZONTAL & VERTICAL LOCATION ALL EXISTING UNDERGROUND UTILITIES IN THE AREA PRIOR TO CONSTRUCTION ACTIVITIES. CONTRACTOR SHALL TAKE NECESSARY PRECAUTIONS TO PROTECT ALL EXISTING UTILITIES & SHALL BE RESPONSIBLE FOR ANY DAMAGE TO SAID UTILITIES. CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES PRIOR TO CONSTRUCTION. CALL DIG-TRESS® (811) PRIOR TO CONSTRUCTION. IF CONFLICTS ARE PRESENT BETWEEN EXISTING UTILITIES AND PROPOSED IMPROVEMENTS AS SHOWN, PLEASE NOTIFY ENGINEER.

\*\*\* NOTICE \*\*\*

EXISTING SURVEY & TOPOGRAPHY DATA PROVIDED TO JORDAN  
ENGINEERING, LLC BY OTHERS.  
JORDAN ENGINEERING, LLC ACCEPTS NO RESPONSIBILITY FOR  
ACCURACY. DATUM AND COORDINATE SYSTEM SHALL BE  
CONFIRMED WITH PROJECT SURVEYOR PRIOR TO  
BEGINNING CONSTRUCTION ACTIVITIES &/OR STAKING.

## LEGEND



DEMOLITION / REMOVAL AREA

[illegible]

104 S WALNUT ST  
WEATHERFORD, TX 76086  
(817) 319-9931  
TEXAS REG. FIRM # 17586



# DEMOLITION PLAN

118 NW HILLERY ST  
CITY OF BURLESON  
JOHNSON COUNTY, TEXAS

DESIGN: WJB

DRAWN: WJB

CHECKED: WJB

DATE: DEC 2021

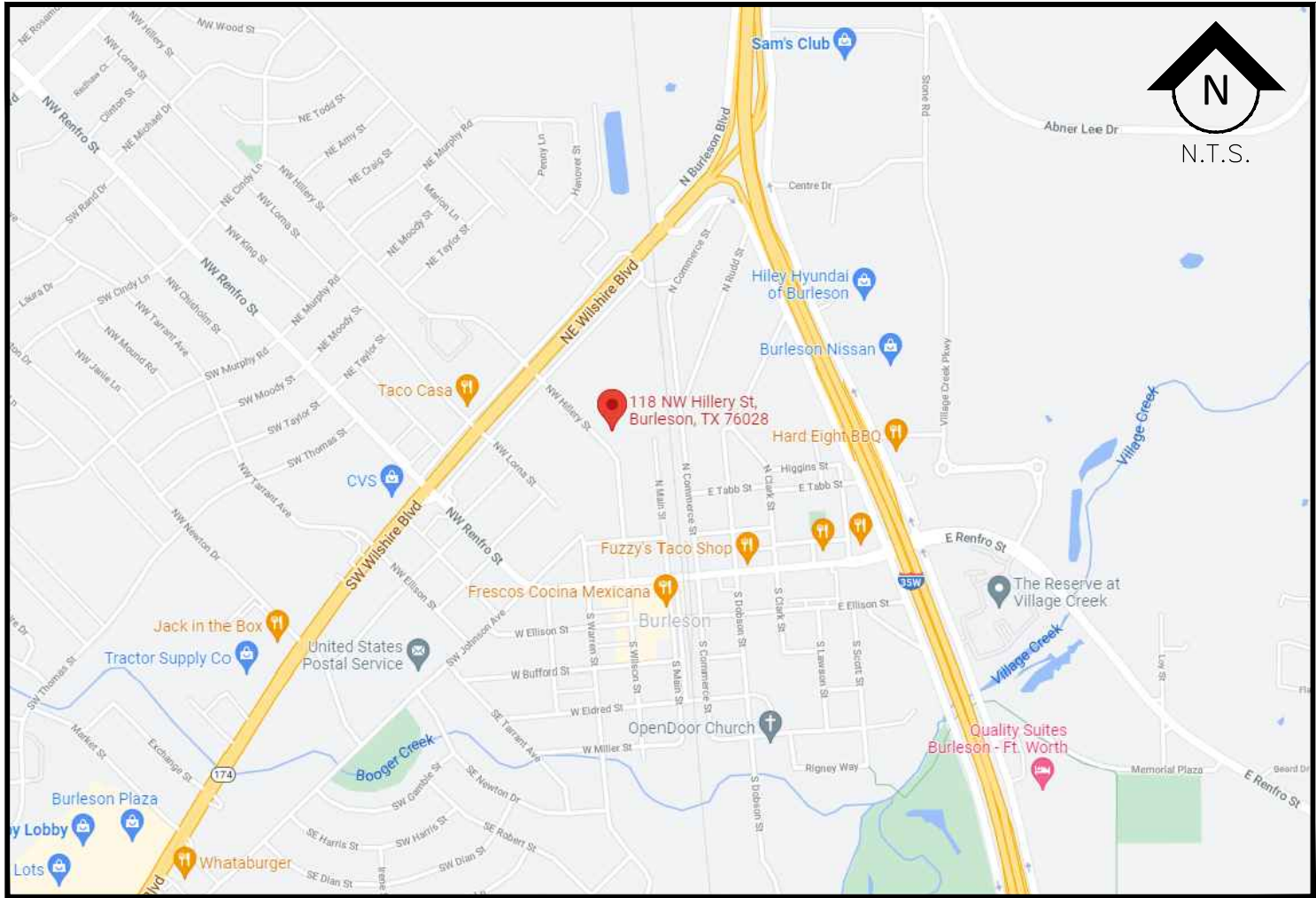
SHEET #

### C3.0

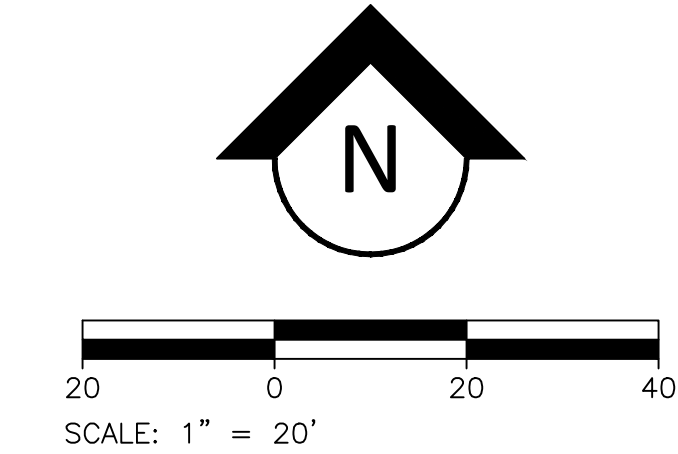
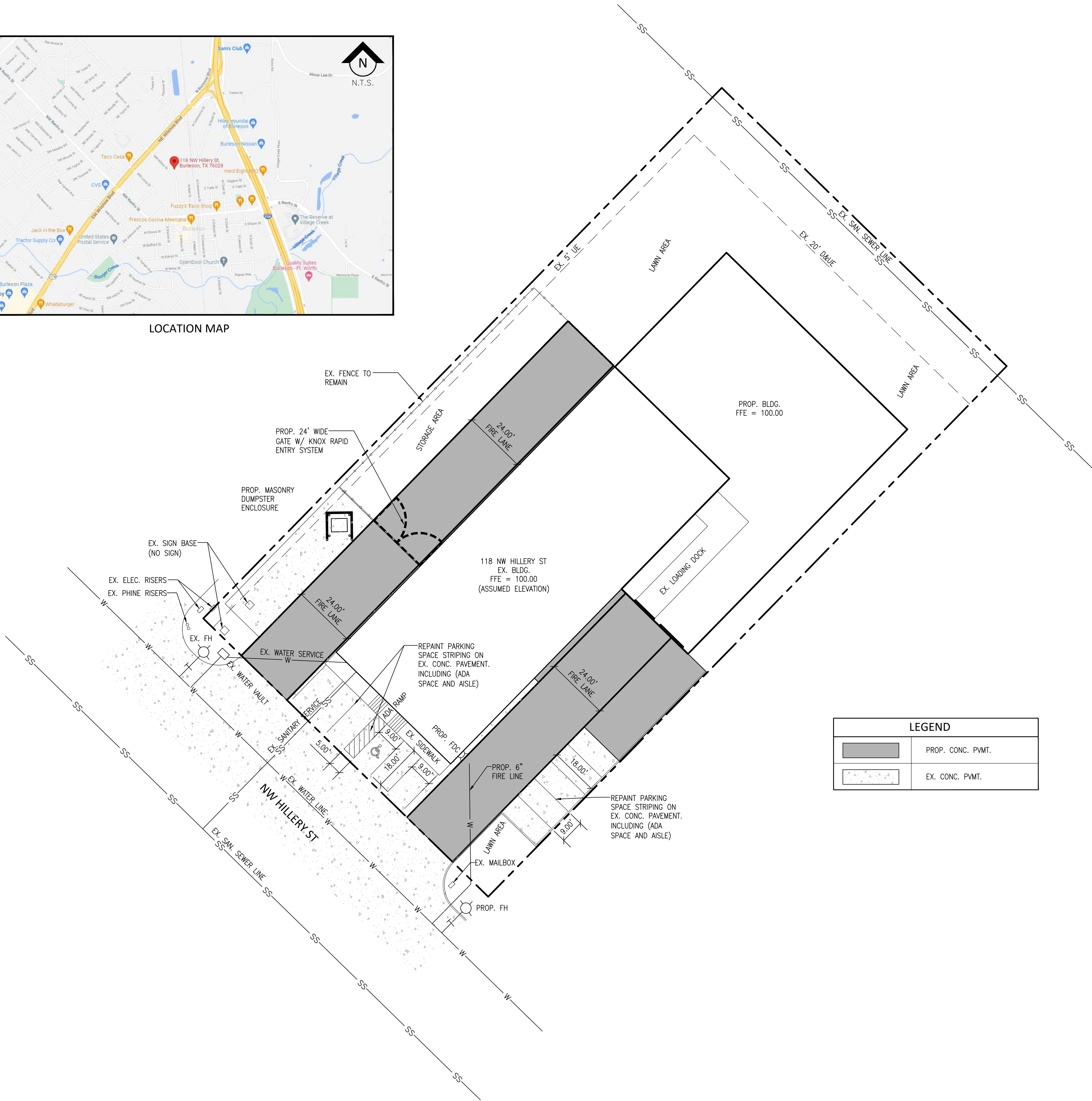
CLIENT #: 070

JOB #: 2110





LOCATION MAP



\*\*\* NOTICE \*\*\*

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SITE PLAN DATA TABLE	
Ex. Bldg. Area	9,052 SF
Prop. Bldg. Area	7,761 SF
Total Bldg. Area	16,813 SF
Impervious Pavement	
Ex. Pvmt. Area	7,139 SF
Prop. Pvmt. Area	2,118 SF
Total Pvmt. Area	9,257 SF
Pervious Ground Area	0.364 AC (15,842 SF)
Property Total	0.962 AC (41,912 SF)
Total Impervious	0.598 AC (26,070 SF)
Total Pervious	0.364 AC (15,842 SF)
Parking Spaces Required	
Retail = 2400 SF / 300 =	8 Spaces
Warehouse = 14,413 SF / 5000 =	3 Spaces
Total Spaces Required =	11 Spaces
Spaces Provided	
Standard Spaces =	10 Spaces
ADA Spaces =	1 Space
Total Spaces Provided	11 Spaces


LEGEND	
	PROP. CONC. PVMT.
	EX. CONC. PVMT.

REVISION SCHEDULE	
REV. No.	DESCRIPTION



**JORDAN ENGINEERING, LLC**  
CIVIL ENGINEERING • LAND PLANNING

104 S WALNUT ST  
WEATHERFORD, TX 76086  
(817) 519-9931  
TEXAS REG. FIRM # 17586



**Jordan Bishop**  
12-16-2021

USE OF THIS ELECTRONIC SIGNATURE  
AUTHORIZED BY JORDAN BISHOP P.E.  
TEXAS LICENSE NO. 118755

**SITE PLAN**

118 NW HILLERY ST  
CITY OF BURLESON  
JOHNSON COUNTY, TEXAS

DESIGN: WJB  
DRAWN: WJB  
CHECKED: WJB  
DATE: DEC 2021

SHEET #

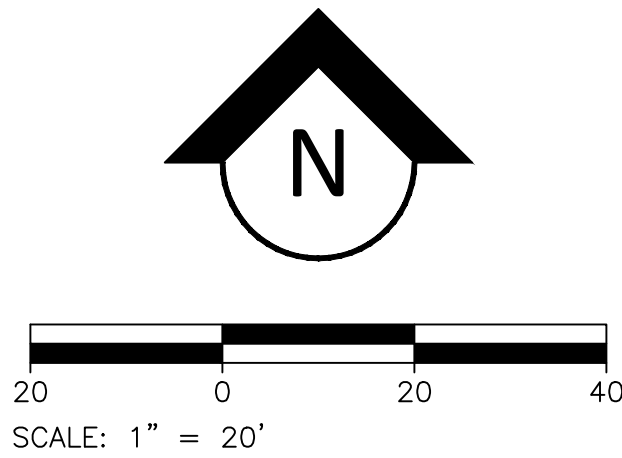
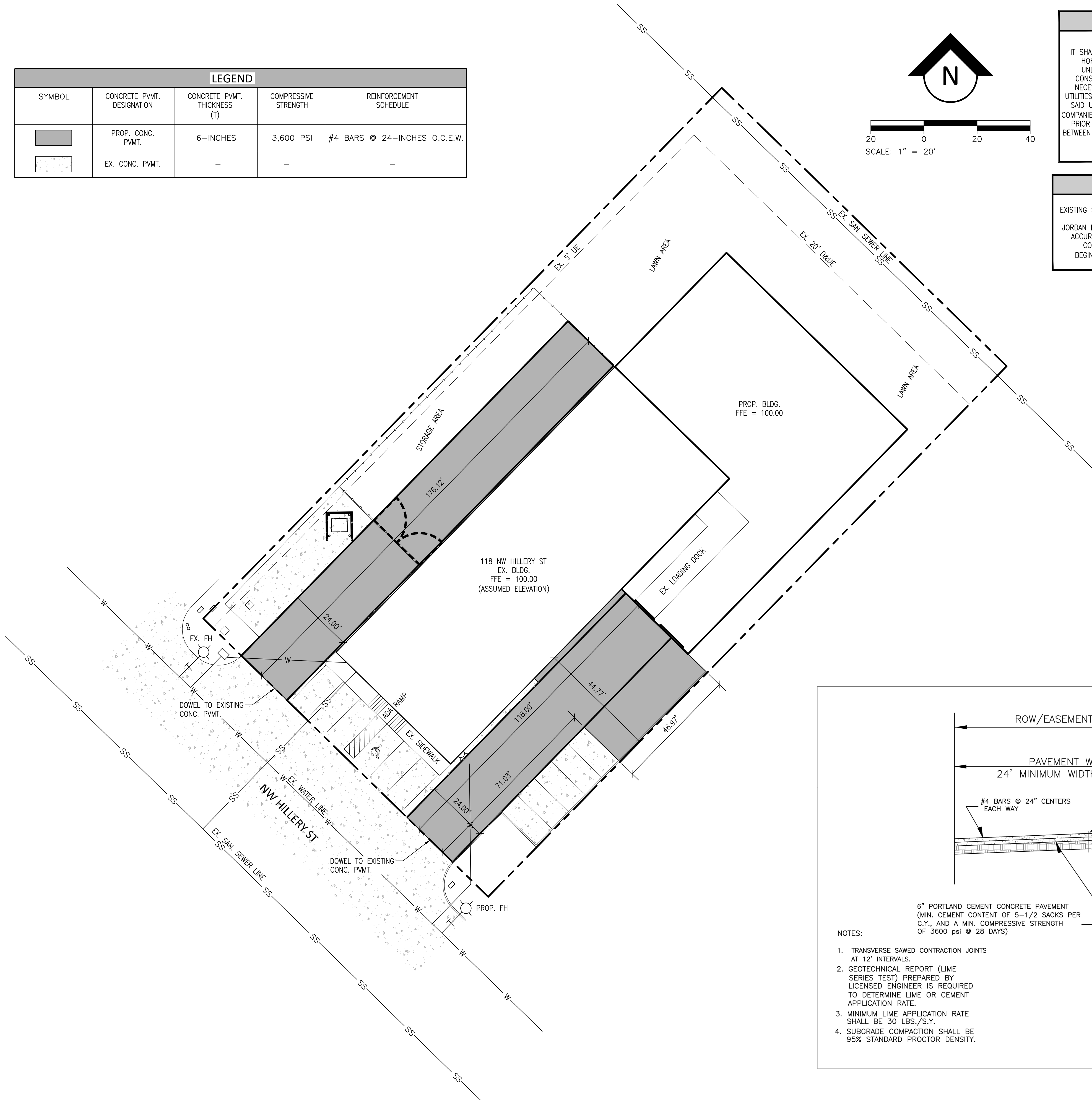
**C4.0**

CLIENT #: 070    JOB #: 2110



J:\070 BOOPER\ROKUS\2110 BURLESON\118 NW HILLERY\100 CAD\100 DWG\04 CIVIL PLAN SET\070-2110 BNWH C5.0 PAVING PLAN.dwg, C5.0, 12/17/2021 8:50:11 AM, JORDAN

LEGEND				
SYMBOL	CONCRETE P.V.M.T. DESIGNATION	CONCRETE P.V.M.T. THICKNESS (1)	COMPRESSIVE STRENGTH	REINFORCEMENT SCHEDULE
	PROP. CONC. P.V.M.T.	6-INCHES	3,600 PSI	#4 BARS @ 24-INCHES O.C.E.W.
	EX. CONC. P.V.M.T.	-	-	-



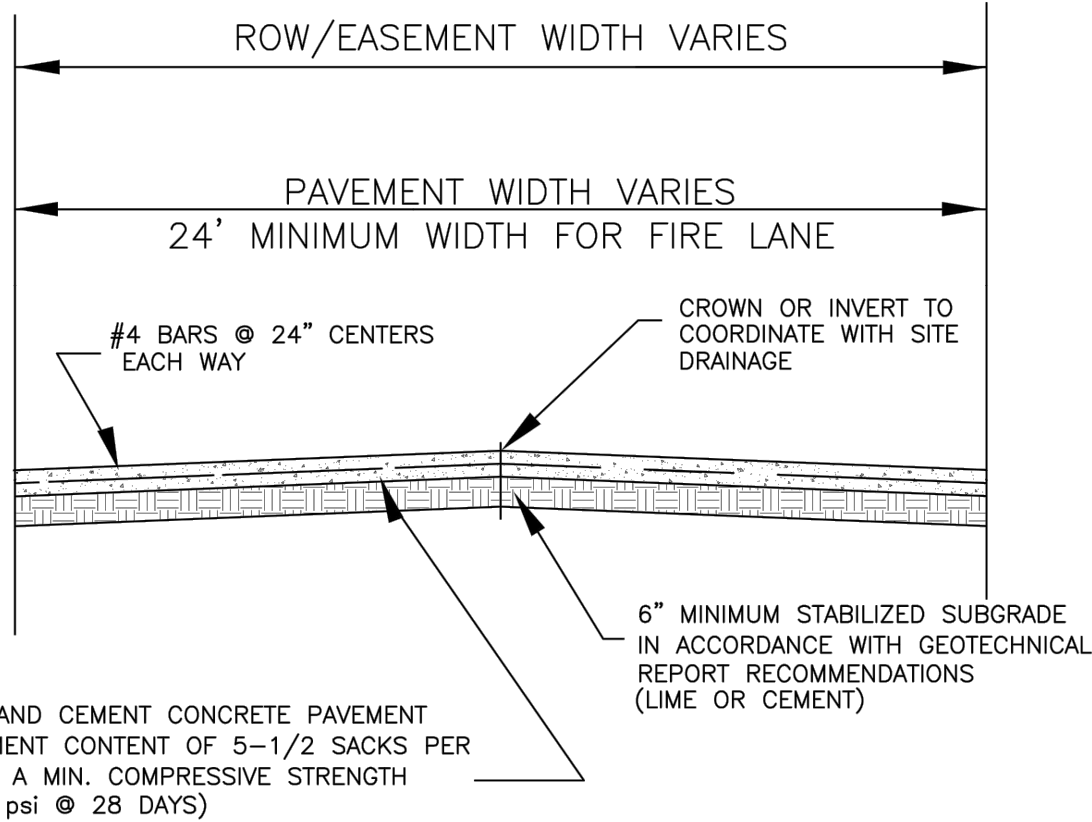
\*\*\* NOTICE \*\*\*

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- NOTES:
- ALL PAVEMENT & SUBGRADE SECTIONS SHALL COMPLY WITH THE PROJECT GEOTECHNICAL REPORT. CONTRACTOR SHALL REVIEW GEOTECHNICAL REPORT PRIOR TO BIDDING & CONSTRUCTION ACTIVITIES.  
  
- REFER TO GEOTECHNICAL REPORT LIME APPLICATION RATE FOR SUBGRADE PREPARATION.
  - ALL PAVEMENT MARKINGS SHALL CONFORM TO TxDOT ITEM 666, TYPE 1 OR 2.  
  
PARKING SPACES - 4" WHITE  
FIRE LANE - 6" WHITE
- FIRE APPARATUS ACCESS ROADS SHALL BE CONTINUOUSLY MARKED BY PAINTED LINES OF RED TRAFFIC PAINT SIX INCHES (6") IN WIDTH TO SHOW THE BOUNDARIES OF THE LANE. THE WORDS "NO PARKING FIRE LANE" OR "FIRE LANE NO PARKING" SHALL APPEAR IN FOUR INCH (4") WHITE LETTERS AT 25 FEET INTERVALS ON THE RED BORDER MARKINGS ALONG BOTH SIDES OF THE FIRE LANES. WHERE A CURB IS AVAILABLE, THE STRIPING SHALL BE ON THE VERTICAL FACE OF THE CURB. MARKINGS SHALL BE IN ACCORDANCE WITH THE CITY OF BURLESON'S ADOPTED FIRE CODE AND LOCAL AMENDMENTS, WHICH MAY NOT FIT THE DESCRIPTION ABOVE. CONTRACTOR SHALL CONFIRM EXACT MARKING INSTRUCTIONS WITH FIRE MARSHAL AND PUBLIC WORKS DEPARTMENT PRIOR TO INSTALLATION.
- ADA PARKING SPACE SIGNAGE & STRIPING SHALL COMPLY WITH TAS AND CITY OF BURLESON STANDARDS & SPECIFICATIONS.
  - ALL PAVEMENT REINFORCEMENT SHALL BE PLACED ON CHAIRS PRIOR TO POUR.
  - PAVEMENT JOINTS SHALL NOT FORM ACUTE ANGLES. PROVIDE MINIMUM 2'-0" RADIAL AT ALL CURB & JOINT INTERSECTIONS. IF DESIRED BY OWNER, CONTRACTOR MAY PROVIDE JOINT LAYOUT PLAN TO ENGINEER FOR REVIEW/APPROVAL PRIOR TO CONSTRUCTION. REFER TO GEOTECHNICAL REPORT FOR FURTHER DETAILS.
  - REFER ARCHITECTURAL & STRUCTURAL PLANS FOR PORCH AREA, RAILING & DUMPSTER ENCLOSURE PAD DETAILS.
  - REFER TO IRRIGATION PLANS TO INSTALL PVC CONDUITS FOR IRRIGATION LINE CROSSINGS PRIOR TO PAVEMENT POUR.



- NOTES:
- TRANSVERSE SAWED CONTRACTION JOINTS AT 12' INTERVALS.
  - GEOTECHNICAL REPORT (LIME SERIES TEST) PREPARED BY LICENSED ENGINEER IS REQUIRED TO DETERMINE LIME OR CEMENT APPLICATION RATE.
  - MINIMUM LIME APPLICATION RATE SHALL BE 30 LBS./S.Y.
  - SUBGRADE COMPACTION SHALL BE 95% STANDARD PROCTOR DENSITY.

P-11	ALLEY/FIRE LANE PAVING
CITY OF BURLESON	
ORIGINAL	10/6/06 SWC
REVISION	
REVISION	
REVISION	

REVISION SCHEDULE	
REV. No.	DESCRIPTION



104 S WALNUT ST  
WEATHERFORD, TX 76086  
(817) 519-9931  
TEXAS REG. FIRM # 17586



PAVING PLAN  
118 NW HILLERY ST  
CITY OF BURLESON  
JOHNSON COUNTY, TEXAS

DESIGN: WJB  
DRAWN: WJB  
CHECKED: WJB  
DATE: DEC 2021

SHEET #

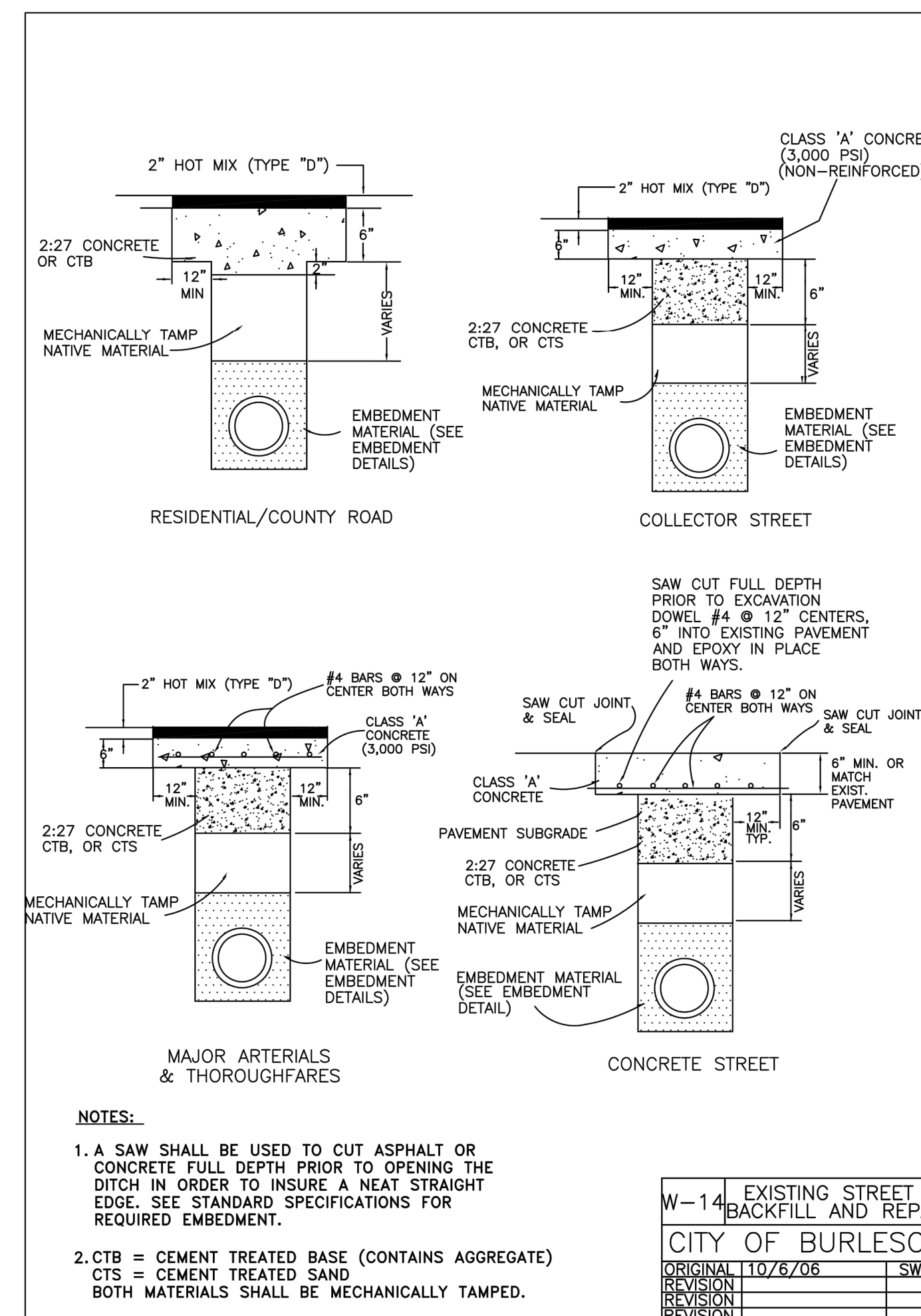
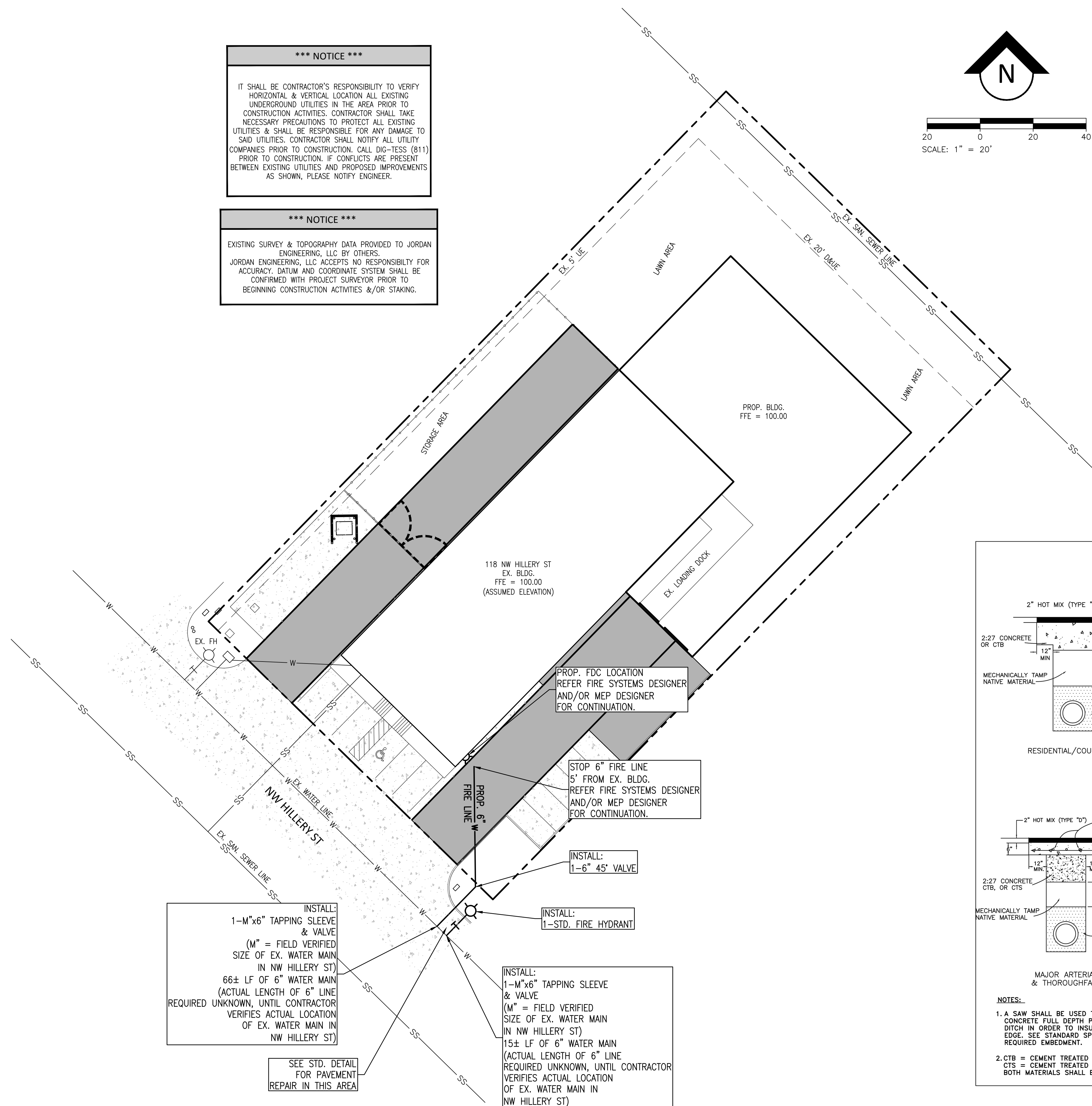
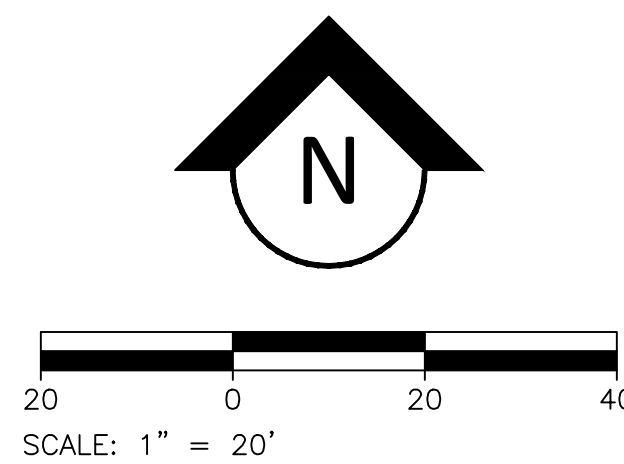
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CLIENT #: 070 JOB #: 2110

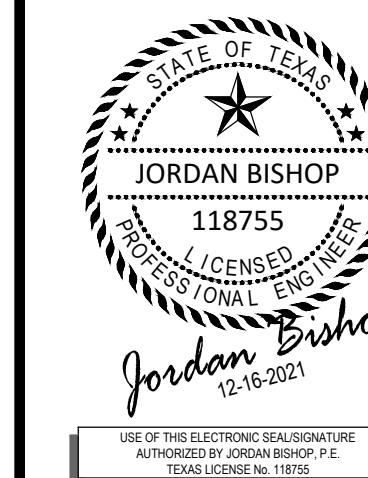


IT SHALL BE CONTRACTOR'S RESPONSIBILITY TO VERIFY  
HORIZONTAL & VERTICAL LOCATION ALL EXISTING  
UNDERGROUND UTILITIES IN THE AREA PRIOR TO  
CONSTRUCTION ACTIVITIES. CONTRACTOR SHALL TAKE  
NECESSARY PRECAUTIONS TO PROTECT ALL EXISTING  
UTILITIES & SHALL BE RESPONSIBLE FOR ANY DAMAGE TO  
SAID UTILITIES. CONTRACTOR SHALL NOTIFY ALL UTILITY  
COMPANIES PRIOR TO CONSTRUCTION. CALL DIG-TWO (811)  
PRIOR TO CONSTRUCTION. IF CONFLICTS ARE PRESENT  
BETWEEN EXISTING UTILITIES AND PROPOSED IMPROVEMENTS  
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EXISTING SURVEY & TOPOGRAPHY DATA PROVIDED TO JORDAN  
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[illegible]

104 S WALNUT ST  
WEATHERFORD, TX 76086  
(817) 319-9931  
TEXAS REG. FIRM # 17586



## UTILITY PLAN

118 NW HILLERY ST  
CITY OF BURLESON  
JOHNSON COUNTY, TEXAS

DESIGN: WJB
DRAWN: WJB
CHECKED: WJB
DATE: DEC 2021
SHEET #
<b>C6.0</b>
CLIENT #: 070      JOB #: 2110

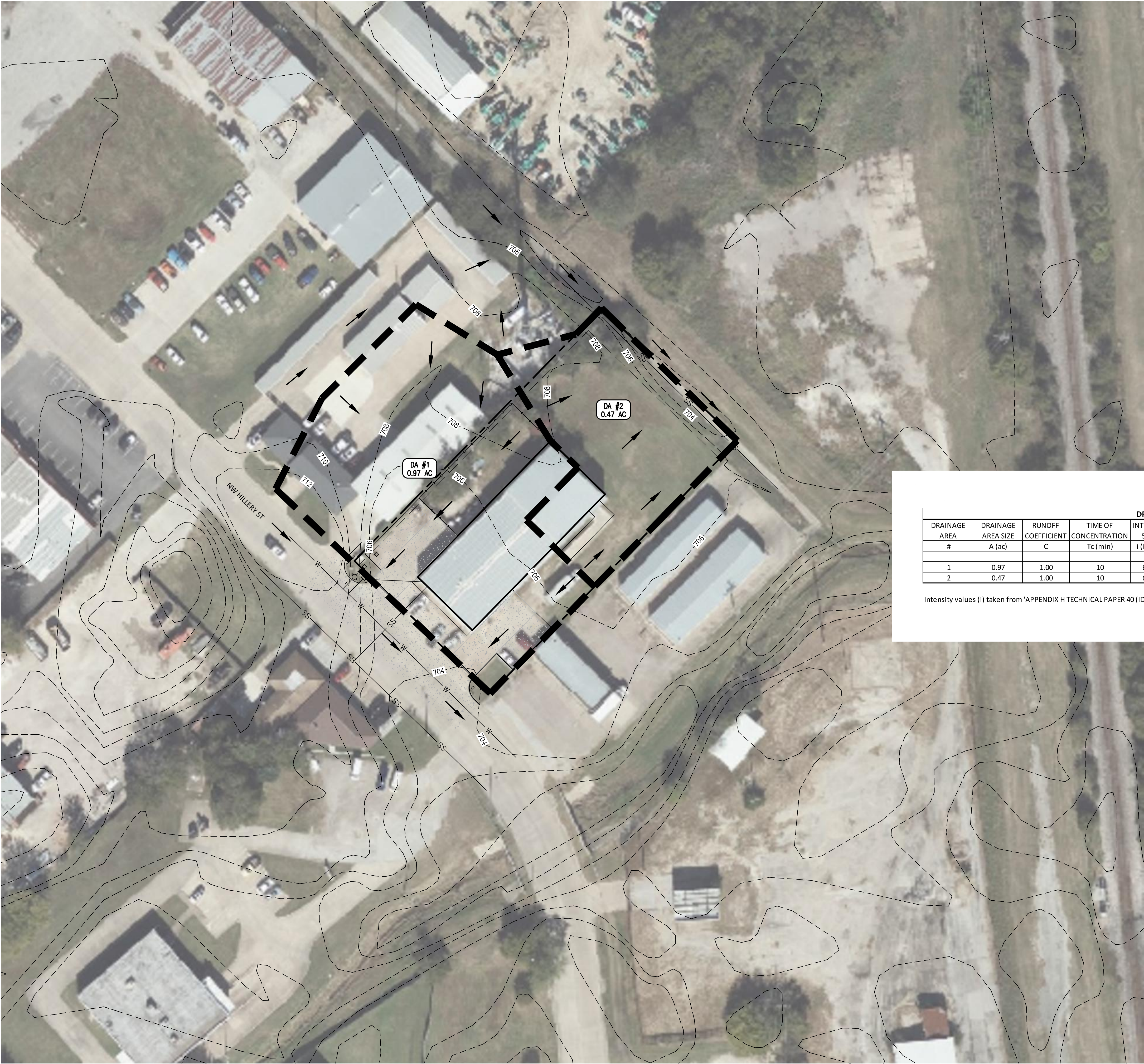
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J:\070 BOOPER ROCK\52110 BURLESON\118 NW HILLERY\100 CAD\100 DWG\04 CIVIL PLAN SET\070-2-10 B.NWH\7 C7.0 EXISTING DA MAP.dwg, C7.0, 12/17/2021 6:34:40 AM, JORDAN



DRAINAGE AREA CALCULATIONS - EXISTING CONDITIONS										
DRAINAGE AREA #	DRAINAGE AREA SIZE A (ac)	RUNOFF COEFFICIENT C	TIME OF CONCENTRATION Tc (min)	INTENSITY 5-YR	INTENSITY 25-YR	INTENSITY 100-YR	FLOW 5-YR	FLOW 25-YR	FLOW 100-YR	DRAINS TO...
				i (in/hr)	i (in/hr)	i (in/hr)	Q (cfs)	Q (cfs)	Q (cfs)	
1	0.97	1.00	10	6.70	9.40	11.60	6.50	9.12	11.25	FRONT OF PROPERTY / NW HILLERY ST
2	0.47	1.00	10	6.70	9.40	11.60	3.15	4.42	5.45	REAR OF PROPERTY / EX. 20' DRAINAGE & UTILITY ESMT.

Intensity values (i) taken from "APPENDIX H TECHNICAL PAPER 40 (IDF CURVE)", CITY OF BURLESON'S "DESIGN STANDARDS MANUAL".

REVISION

SCHEDULE

REV. No.

DESCRIPTION

DATE

JE

JORDAN

ENGINEERING, LLC

CIVIL ENGINEERING • LAND PLANNING

104 S WALNUT ST  
WEATHERFORD, TX 76086  
(817) 519-9931  
TEXAS REG. FIRM # 17586

STATE OF TEXAS

JORDAN BISHOP

118755

PROFESSIONAL ENGINEER

Jordan Bishop

12-16-2021

USE OF THIS ELECTRONIC SIGNATURE  
AUTHORIZED BY JORDAN BISHOP P.E.  
TEXAS LICENSE NO. 118755

EXISTING DRAINAGE AREA  
MAP & CALCULATIONS

118 NW HILLERY ST  
CITY OF BURLESON  
JOHNSON COUNTY, TEXAS

DESIGN: WJB

DRAWN: WJB

CHECKED: WJB

DATE: DEC 2021

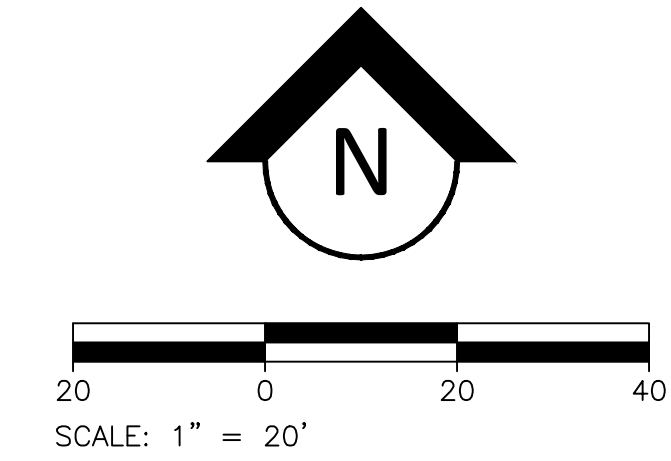
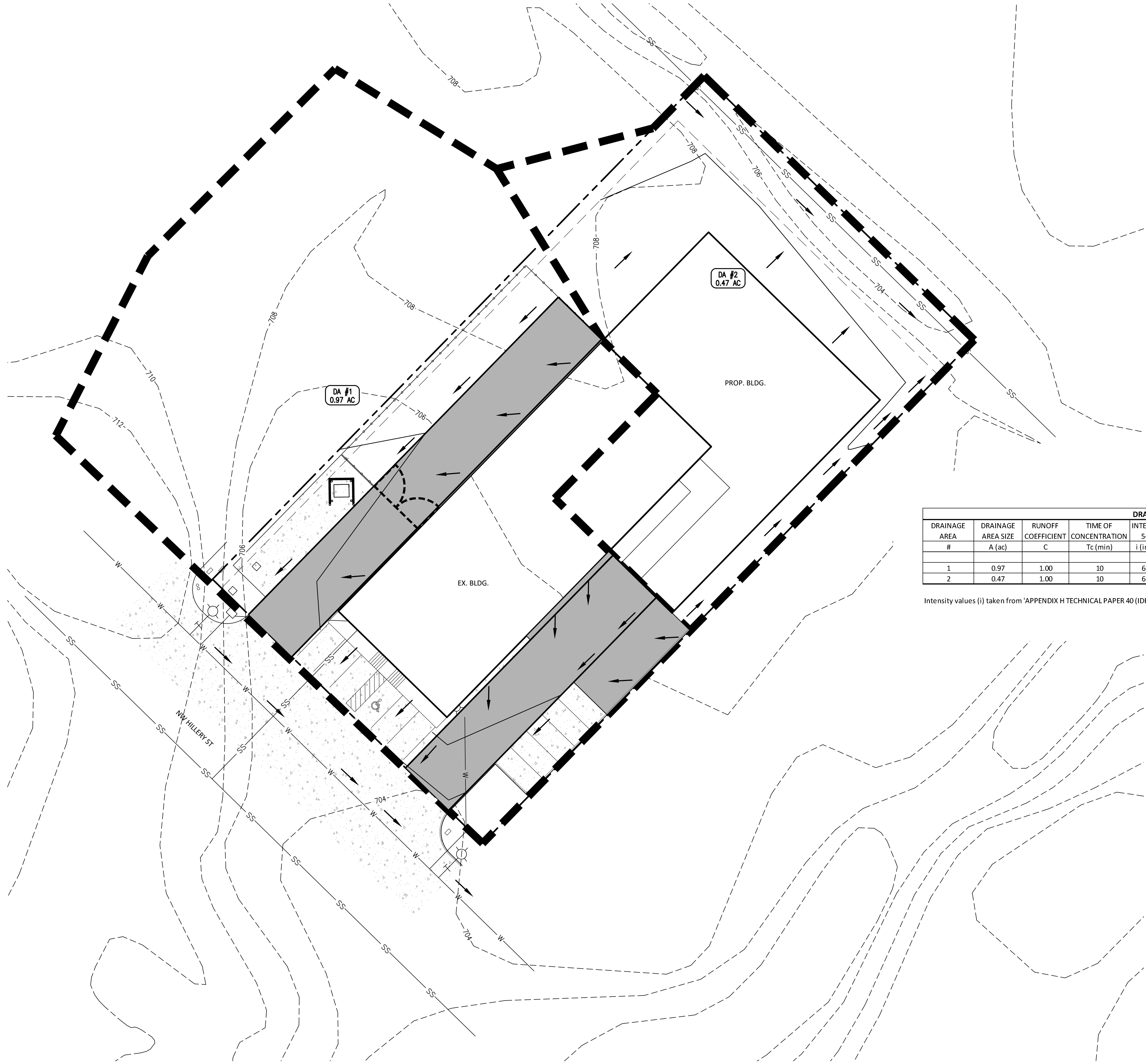
SHEET #

C7.0

CLIENT #: 070    JOB #: 2110



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LEGEND	
<div>DA # X.XX AC</div>	DRAINAGE AREA LABEL
<div>AP #</div>	ANALYSIS POINT LABEL
<div>---###---</div>	EXISTING CONTOUR
<div>---</div>	DRAINAGE AREA BOUNDARY
<div>→</div>	FLOW DIRECTION ARROW

DRAINAGE AREA CALCULATIONS - PROPOSED CONDITIONS											
DRAINAGE AREA #	DRAINAGE AREA SIZE A (ac)	RUNOFF COEFFICIENT C	TIME OF CONCENTRATION Tc (min)	INTENSITY	INTENSITY	INTENSITY	FLOW	FLOW	FLOW	DRAINS TO...	
				5-YR i (in/hr)	25-YR i (in/hr)	100-YR i (in/hr)	5-YR Q (cfs)	25-YR Q (cfs)	100-YR Q (cfs)		
1	0.97	1.00	10	6.70	9.40	11.60	6.50	9.12	11.25	FRONT OF PROPERTY / NW HILLERY ST	
2	0.47	1.00	10	6.70	9.40	11.60	3.15	4.42	5.45	REAR OF PROPERTY / EX. 20' DRAINAGE & UTILITY ESMT.	

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REVISION SCHEDULE	
REV. No.	DESCRIPTION

JE

JORDAN BISHOP ENGINEERING, LLC

CIVIL ENGINEERING • LAND PLANNING

104 S WALNUT ST  
WEATHERFORD, TX 76086  
(817) 519-9931  
TEXAS REG. FIRM # 17586

STATE OF TEXAS  
JORDAN BISHOP  
118755  
LICENSED PROFESSIONAL ENGINEER  
Jordan Bishop  
12-16-2021  
USE OF THIS ELECTRONIC SEAL/SIGNATURE  
AUTHORIZED BY JORDAN BISHOP P.E.  
TEXAS LICENSE NO. 118755

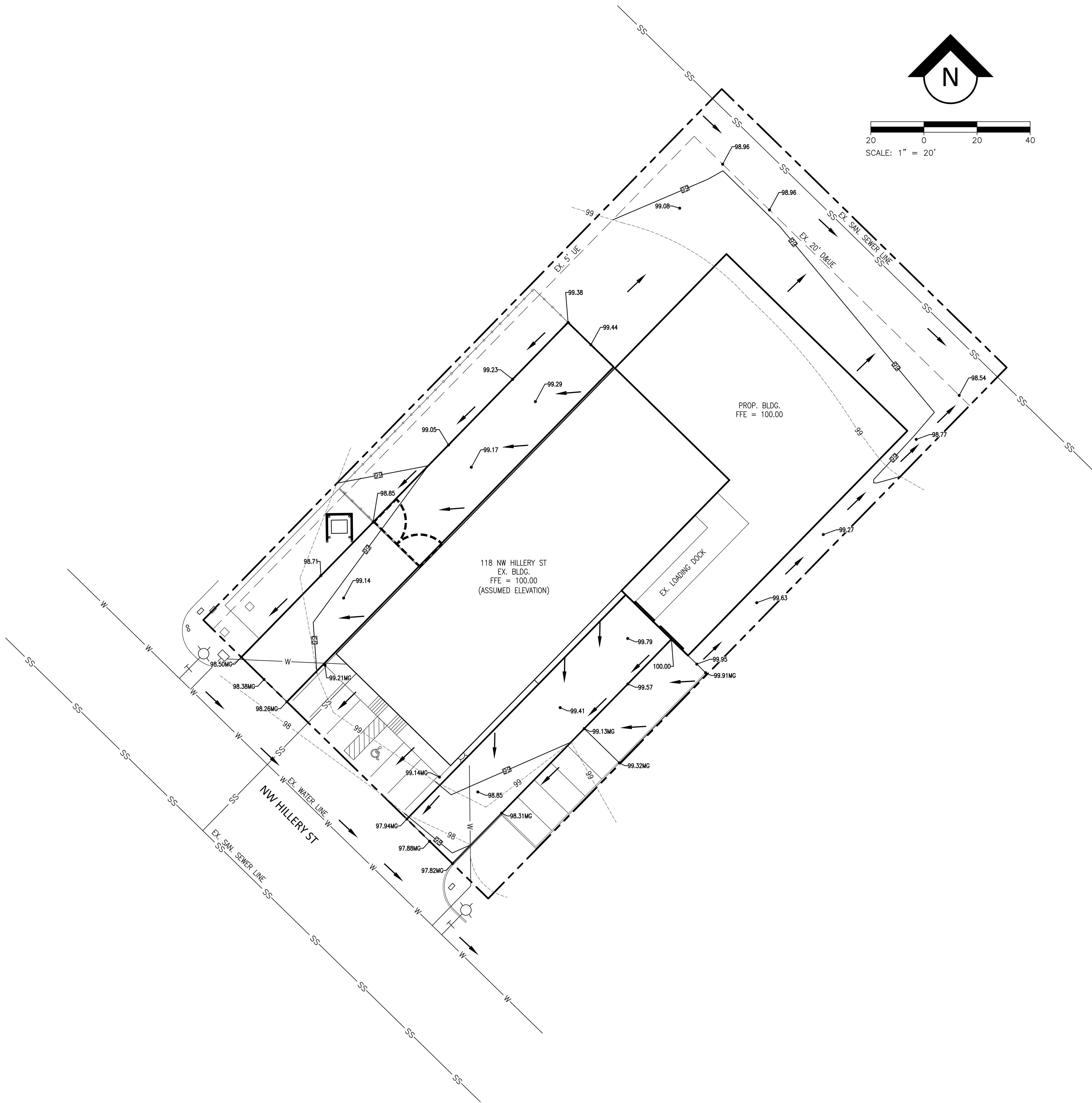
PROPOSED DRAINAGE AREA  
MAP & CALCULATIONS

118 NW HILLERY ST  
CITY OF BURLESON  
JOHNSON COUNTY, TEXAS

DESIGN: WJB
DRAWN: WJB
CHECKED: WJB
DATE: DEC 2021
SHEET #
C8.0
CLIENT #: 070    JOB #: 2110



J:\070 BOOPER ROCK\52110 BURLESON\118 NW HILLERY\100 CAD\100 DWG\04 CIVIL PLAN SET\070-2110 BNWH C9.0 GRADING PLAN.dwg, C9.0, 12/17/2021 7:46:59 AM, JORDAN



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NOTES:

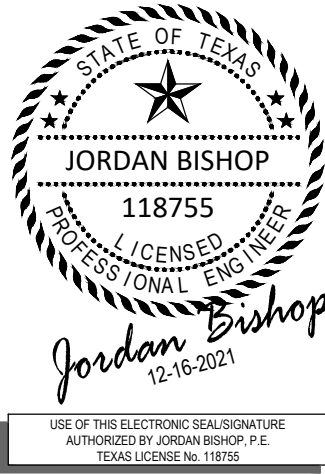
- 1) ALL SPOT ELEVATIONS SHOWN IN PROPOSED PAVEMENT AREAS ARE TO TOP OF FINISH PAVEMENT UNLESS NOTED OTHERWISE. ONLY ELEVATION LABELS FOLLOWED BY 'TC' ARE TO PROPOSED TOP OF CURB ELEVATION.
- 2) ALL SPOT ELEVATIONS SHOWN IN NON-PAVEMENT AREAS ARE TO TOP OF FINISH GRADE AFTER ALLOWANCE FOR SOD, MUCH OR OTHER LANDSCAPING MATERIALS.
- 3) MAXIMUM ALLOWABLE SLOPE FOR ADA PARKING SPACES IS 2% IN ANY DIRECTION.
- 4) MAXIMUM ALLOWABLE SLOPE FOR ADA ROUTES IS 5% LONGITUDINAL & 2% TRANSVERSE.
- 5) PRIOR TO PLACEMENT OF FILL, CONTRACTOR SHALL PREPARE PROPOSED PAD AREAS AND ALL FILL AREAS IN ACCORDANCE WITH THE PROJECT GEOTECHNICAL REPORT.
- 6) ALL FILL PLACEMENT SHALL BE IN ACCORDANCE WITH THE PROJECT GEOTECHNICAL REPORT.
- 7) MAXIMUM ALLOWABLE SLOPE IN ANY AREA SHALL BE 4:1
- 8) SOD, SEED OR HYDROMULCH DISTURBED AREAS ONCE FINAL GRADE IS ACHIEVED. REFER TO LANDSCAPE PLAN FOR FURTHER DETAILS.

LEGEND	
	PROPOSED CONTOUR
	EXISTING CONTOUR
	PROP. GRADE ELEVATION
	MATCH EX. GRADE
	FLOW DIRECTION ARROW

REVISION SCHEDULE	
REV. No.	DESCRIPTION



104 S WALNUT ST  
WEATHERFORD, TX 76086  
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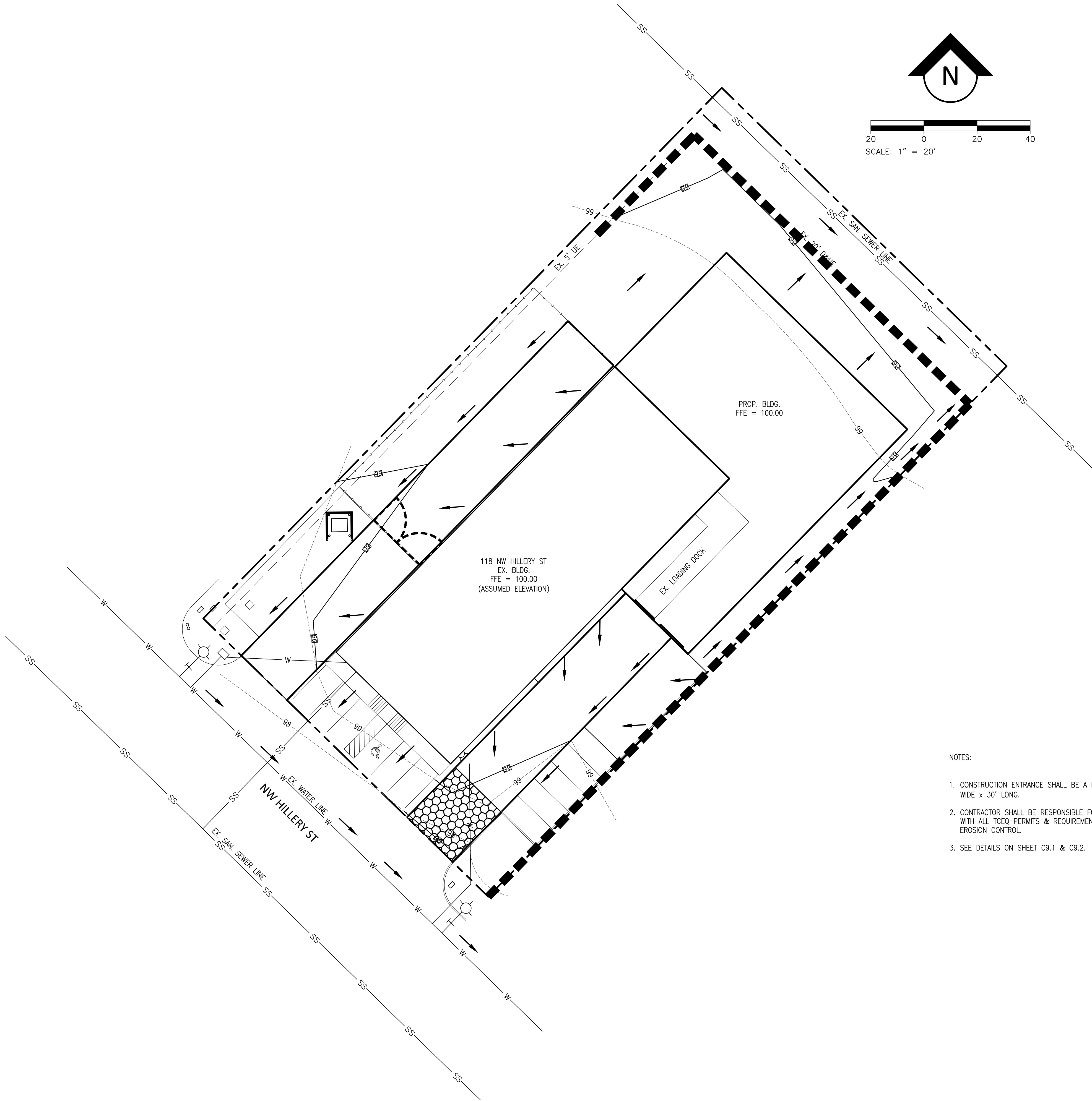


GRADING PLAN

118 NW HILLERY ST  
CITY OF BURLESON  
JOHNSON COUNTY, TEXAS

DESIGN: WJB
DRAWN: WJB
CHECKED: WJB
DATE: DEC 2021
SHEET #
C9.0
CLIENT #: 070    JOB #: 2110

J:\070 BOOPER\ROKUS\2110 BURLESON\118 NW HILLERY\100 CAD\100 DWG\04 CIVIL PLAN SET\070-2110 BNWH C10.0 EROSION CONTROL PLAN.dwg, C10.0, 12/17/2021 8:38:29 AM, JORDAN



NOTES:

1. CONSTRUCTION ENTRANCE SHALL BE A MINIMUM OF 24' WIDE x 30' LONG.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL TCEQ PERMITS & REQUIREMENTS REGARDING EROSION CONTROL.
3. SEE DETAILS ON SHEET C9.1 & C9.2.

LEGEND	
	PROPOSED CONTOUR
	EXISTING CONTOUR
	SILT FENCE
	CONSTRUCTION ENTRANCE

EROSION CONTROL  
PLAN

118 NW HILLERY ST  
CITY OF BURLESON  
JOHNSON COUNTY, TEXAS

DESIGN: WJB

DRAWN: WJB

CHECKED: WJB

DATE: DEC 2021

SHEET #

C10.0

CLIENT #: 070

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**JORDAN BISHOP**  
ENGINEERING, LLC  
CIVIL ENGINEERING • LAND PLANNING

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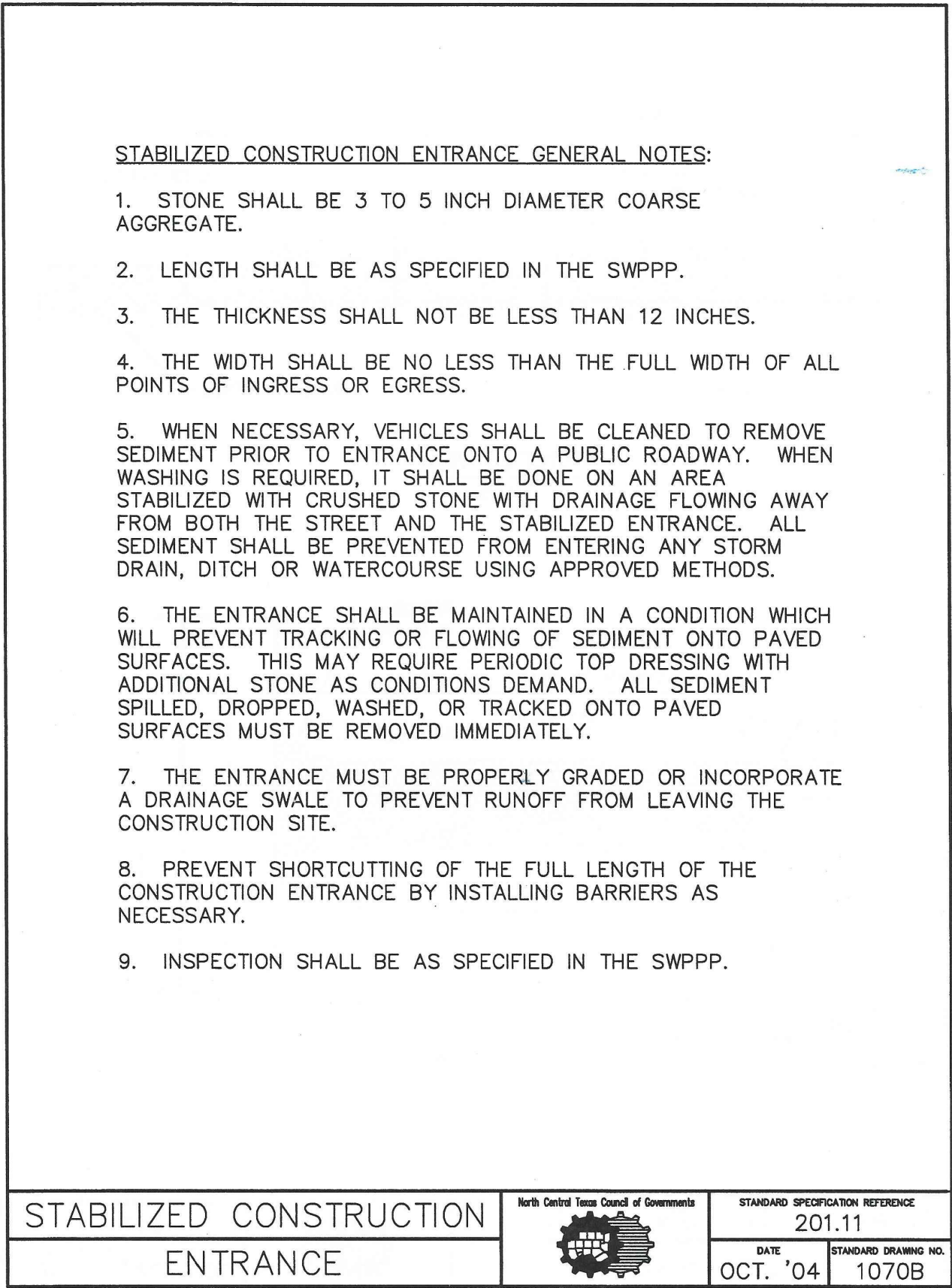
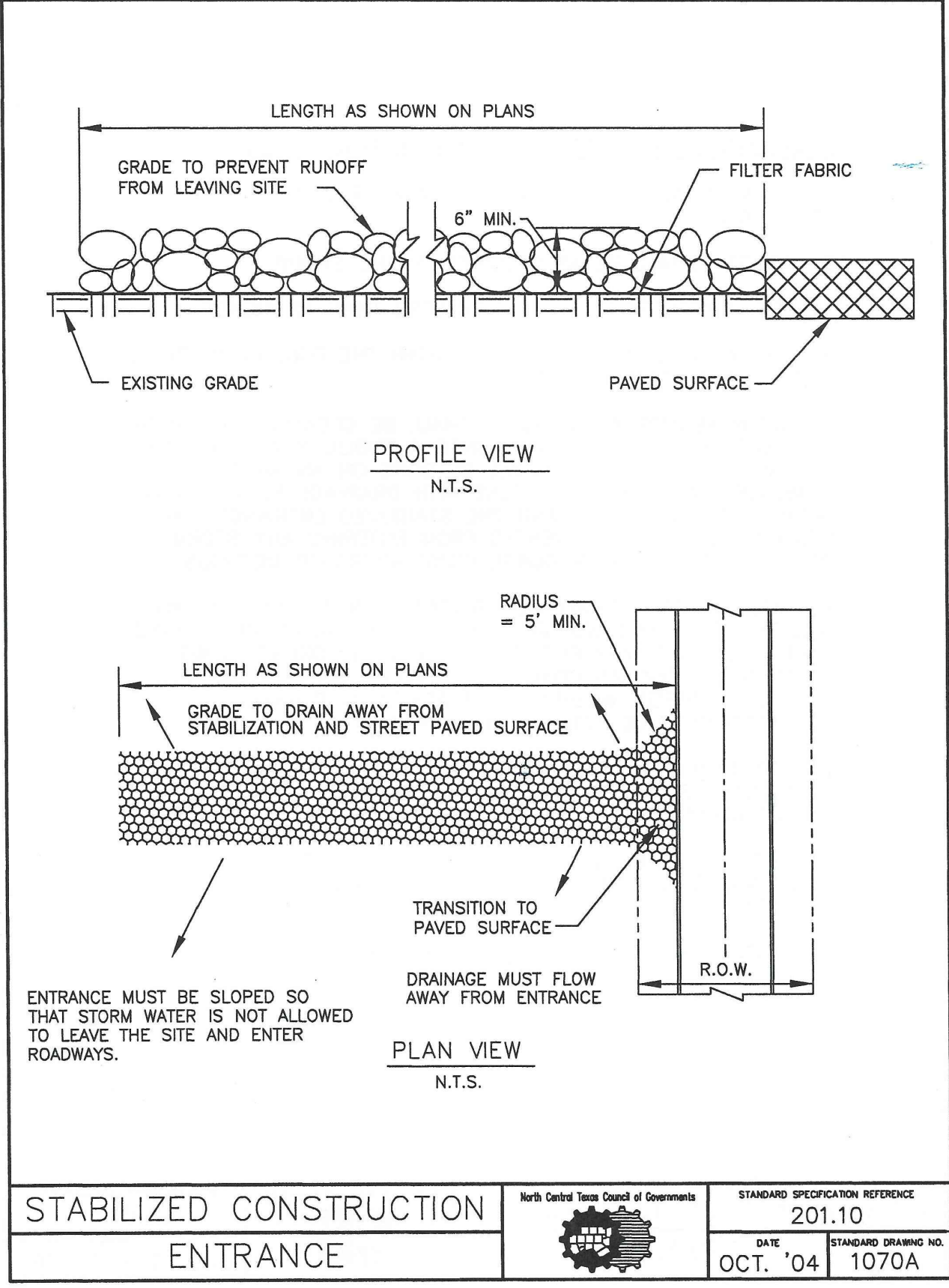
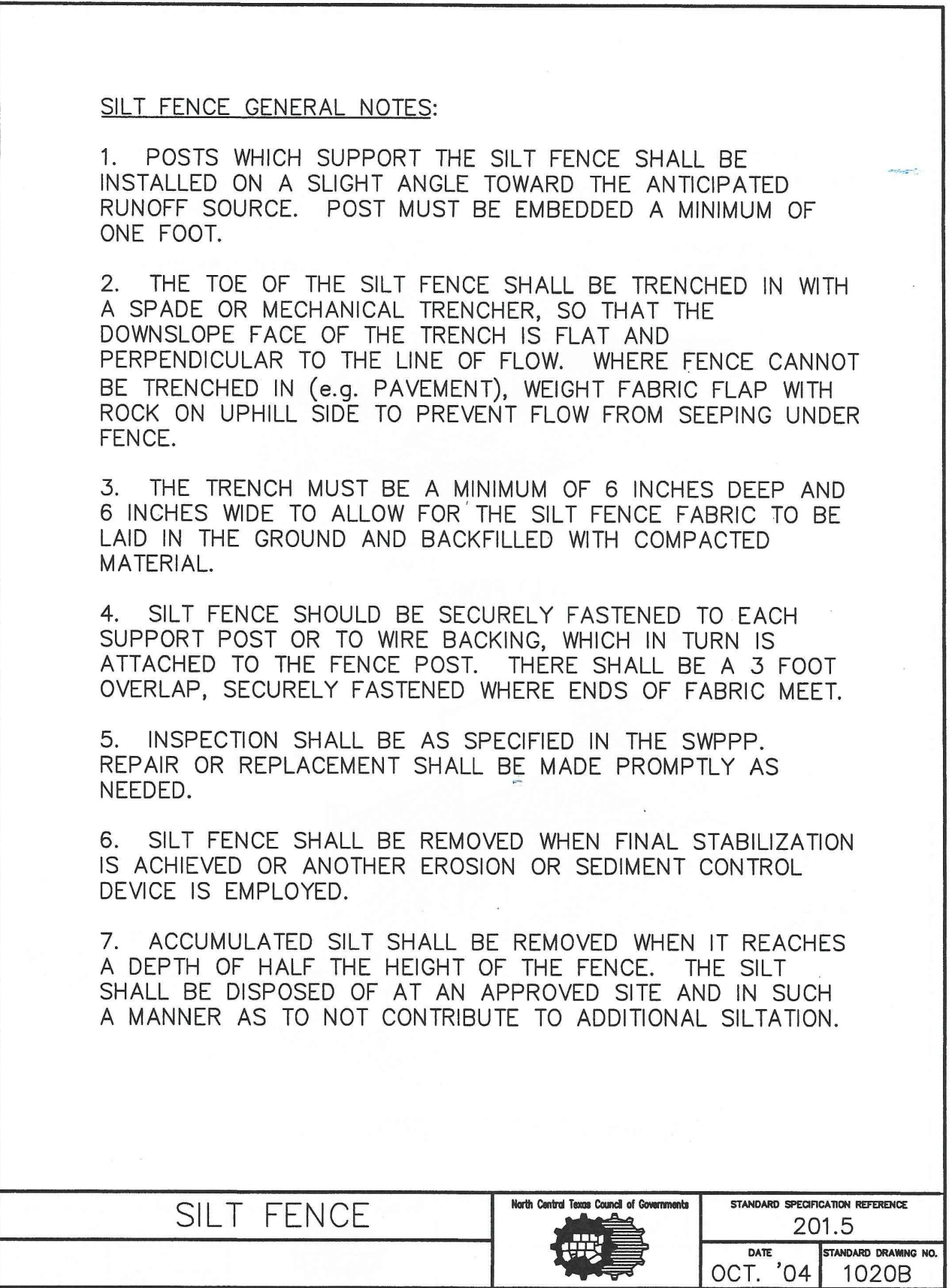
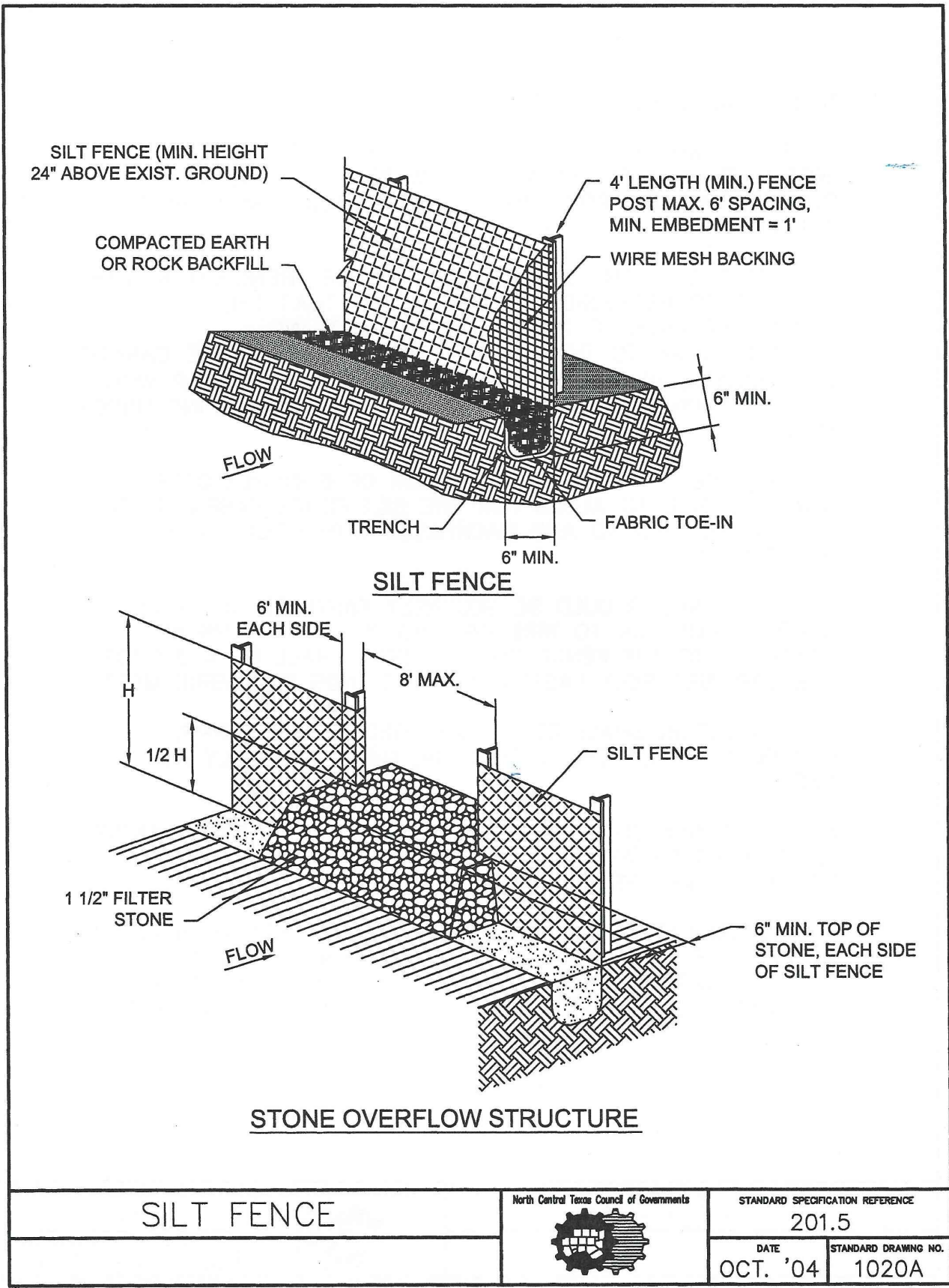


REVISION SCHEDULE

REV. No.	DESCRIPTION	DATE



J:\070 BOOPER\ROKUS\2110 BURLESON\118 NW HILLERY\00 CAD\000 DWG\04 CIVIL PLAN SET\070-2110 BNWH\C10.0 EROSION CONTROL PLAN.dwg, C10.1, 12/17/2021 8:44:08 AM, JORDAN



REVISION	SCHEDULE	DESCRIPTION	DATE
REV. No.			

J

E

JORDAN

ENGINEERING, LLC

CIVIL ENGINEERING • LAND PLANNING

104 S WALNUT ST  
WEATHERFORD, TX 76086  
(817) 519-9931  
TEXAS REG. FIRM # 17586

STATE OF TEXAS

JORDAN BISHOP

118755

PROFESSIONAL ENGINEER

12-16-2021

USE OF THIS ELECTRONIC SEAL/SIGNATURE

AUTHORIZED BY JORDAN BISHOP, P.E.

TEXAS LICENSE NO. 118755

EROSION CONTROL

DETAILS

118 NW HILLERY ST  
CITY OF BURLESON  
JOHNSON COUNTY, TEXAS

DESIGN: WJB
DRAWN: WJB
CHECKED: WJB
DATE: DEC 2021

SHEET #

C10.1

CLIENT #: 070    JOB #: 2110

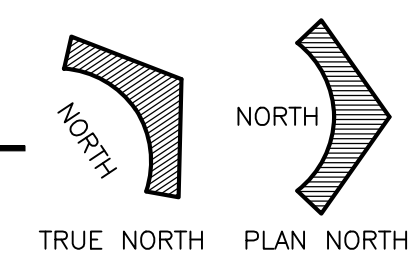


## AREA CALCULATIONS

## PARKING SPACE CALCULATIONS



## Project:

Sheet of

Re: Case 21-141 – AACA Building Expansion (118 NW Hillery St.)

**SACC Requirement:**

The Development Standards Review Committee requires that a Statement of Architectural and Contextual Compatibility (SACC) be submitted as a part of the development plan approval process for all site plans and building designs proposed for construction within the boundaries of the Old Town Overlay District. This is a written document, describing the site and discussing design intent with specific reference to the design elements as related to the architectural style chosen for the development in relation to the Old Town Overlay District.

In this particular case, the SACC narrative is utilized to discuss the history of the site and subject request to expand the structure while maintaining the existing architecture and materials of the original building.

**Background:**

The existing 9,052sf metal building was originally constructed on the subject site in 1975. AACA Parts and Supplies (applicant) began operating out of this location in 2008 and purchased the property in 2013. Due to the growth of the business, the owner is interested in expanding the building to include additional warehouse space. After discussing the proposed expansion with City staff, it was brought to our attention that although the subject property is zoned Industrial, it is also located within the Old Town Overlay. Per Section 4-3. - Applicability of standards, "the Old Town Design Standards shall be binding standards applied to all development occurring within the Old Town Overlay District, and shall apply to all new or **substantially renovated buildings**".

The term "**substantially renovated**" means that the value of the proposed renovation exceeds 50 percent of said building's value as set by the Johnson County Appraisal District. According to the Central Appraisal District of Johnson County, the appraised value (or total market value) of the subject building is \$231,207. The building permit application submitted to the City indicated that the proposed expansions job value is roughly \$265,000. Considering this, the proposed renovation exceeds 50 percent of said buildings value as set by the Johnson County Appraisal District. Subsequently, the Old Town Design Standards and processes shall be applied to this development.

**Proposal:**

As previously mentioned, the owner is interested in expanding the building in order to accommodate the growth of the business. The owner is also proposing to use this opportunity to improve the overall aesthetic of the site as well as the interior of the building. The intent is to accomplish these goals in two phases:

**Phase 1:**

- Add on 7,416sf of warehouse space to the rear of the existing building. The expansion will be constructed out of metal R Panel materials and include two roll up doors. The metal paneling will be consistent in material and color with the existing 9,053sf building.
  - Color: Light stone trimmed in white

- Proposed building will tie into existing building by roof only.
- Extend fire lanes will be provided along both sides of the building.
- Additional fire safety measures will be taken to ensure additional fire safety.
  - Installation of automatic sprinkler system in the existing structure and proposed expansion.
  - Fire hydrant will be installed in front right corner of the subject property.
- Construction of a masonry dumpster enclosure with gated entry.
- Re-stripe existing parking spaces (11).

Phase 2:

- Remodel interior showroom.
- Update the front façade of the building to include:
  - 4' brick veneer
  - Double entrance doors
  - Attached awning over the entrance way of the building
  - Large planter pots containing landscaping to be installed along the entrance way

**Improvements:**

The applicant is proposing to make the following improvements to the site:

1. Install a 4' brick veneer to the front façade of the building
2. Install new double doors as the main entrance feature
3. Install an attached awning over the entrance way
4. Provide large planter plots along front façade of the building
5. Construct a dumpster enclosure with a gated entry accessible from west the fire lane
6. Extend fire lanes along east and west side of the building
7. Re-stripe existing parking spaces
8. Install automatic sprinkler system
9. Remodel interior showroom

**Existing Front Façade:**



**Proposed Front Façade Concept:**



### Waivers:

Per the Old Town Design Standards (Sec. 4-46. – Waiver and Modifications), all requests for waivers or modifications to the Old Town Design Standards shall be made in writing and shall be accompanied by the development plan prepared and submitted in accordance with the SACC development plan. The following waivers are being requested:

Item (Ordinance Reference)	Required	Provided	Conformance
Old Town Design Standards: Buildings Sec. 4-63 (G.3.a)	Architectural metal panels shall be no more than fifteen percent (15%) of any single type A or type B façade.	100% R Panel metal on all facades (with the exception of the 4' brick veneer)	Waiver Requested
Old Town Design Standards: Buildings Sec. 4-63 (A.11)	Total glass area of the primary façade shall be between 40 and 80 percent.	Not Provided	Waiver Requested
Parking: Sec. 134-110 Nonresidential Uses (18.21)	Retail: one space for each 200 square feet of total floor area = 12 Spaces  Warehouse: one space for each two employees = 3  Total = 15	11 parking spaces provided (existing spaces to be re-stripped)	Waiver Requested



Old Town Design Standards: Landscaping Sec. 4-61 (D) (1 & 2) / Sec. 4-62 (E.3)	Parkway: Plantings along parkway & trees along block spaced 40 feet apart  Parking: Landscape screen along parking lot street frontage	Planter pots to be placed along front façade of the building	Waiver Requested
Design Standards Manual: Fire Lane Requirements Sec. 5.7 (B.2)	All buildings or structures shall be constructed in such a way that all ground level exterior sides of the building are within 150' of the fire lane	Installation of an automatic sprinkler system	Waiver Requested
Old Town Design Standards: Buildings Sec. 4-63 (G.6)	Pre-fabricated metal buildings shall not be allowed	7,416sf Pre-fabricated metal addition	Waiver Requested

### Summary:

Although industrial uses and metal buildings are not the typical vision of the Old Town Overlay, the current zoning of the subject property is I, Industrial. The subject building was constructed on site in 1975 and AACA has been operating out of this location since 2008. The existing structure and proposed expansion is in general conformity with the surrounding area as Industrial and more intensive commercial uses are located around the subject site which is somewhat removed from the Old Town Focus Area.

I, Brad Lemons (Owner), agree to complete the following site improvements prior to receiving a Temporary Certificate of Occupancy for the 7,416sf warehouse expansion:

1. Construct a dumpster enclosure with a gated entry accessible from west the fire lane
2. Extend fire lanes along east and west side of the building
3. Re-stripe existing parking spaces
4. Install automatic sprinkler system

In order to complete the primary façade and interior showroom improvements, we will need to utilize the proposed warehouse expansion. With the release of the Temporary Certificate of Occupancy for the proposed warehouse, the following improvements will be completed:

5. Install a 4' brick veneer to the front façade of the building
6. Install new double doors as the main entrance feature
7. Install an attached awning over the entrance way
8. Provide large planter plots along front façade of the building
9. Remodel interior showroom

We will work closely with City staff to ensure the improvements are made in a timely manner. The official Certificate of Occupancy for the proposed warehouse expansion will not be provided until all of the aforementioned improvements have been cleared by City staff.

Respectfully:

---

Brad Lemons  
AACA Parts and Supplies



## City of Burleson

### City Council

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

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### AGENDA INFORMATION SHEET

**DEPARTMENT:** Economic Development

**DATE:** 05/16/2022

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#### SUBJECT

Consider approval of a cost sharing agreement with Jackson Shaw for pre-development services at 555 and 295 Hidden Creek Boulevard not to exceed \$179,312.50 and authorizing the City Manager to execute documents associated with the pre-development services. (*Staff Presenter: Alex Philips, Economic Development Director*)

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#### Fiscal Impact

**Budgeted Y/N:** N

**Fund Name:** 4B

**Full Account #s:**

**Amount:** \$179,312

**Project (if applicable):** Hidden Creek

**Financial Considerations:**

Cost sharing not to exceed \$179,312 for the redevelopment project located at Hidden Creek Golf Course and Softball Fields

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#### Attachments

Department Memo

Staff Presentation

Agreement

Pre-Development Budget

Community Engagement Timeline

Form 1295

**Respectfully submitted:**

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

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**DEPARTMENT MEMO**

**DEPARTMENT:** Economic Development  
**FROM:** Alex Philips, Economic Development Director  
**MEETING:** May 16, 2022

**SUBJECT:**

Consider approval of a cost sharing agreement with Jackson Shaw for pre-development services at 555 and 295 Hidden Creek Boulevard not to exceed \$179,312.50 and authorizing the City Manager to execute documents associated with the pre-development services. (*Staff Presenter: Alex Philips, Economic Development Director*)

**SUMMARY:**

On January 6, 2020 and March 16, 2020, City Council considered the current operations of Hidden Creek Golf Course, focusing primarily on the financial performance of the golf course and potential future operational models and/or future use of Hidden Creek Golf Course. On March 16, 2020, City Council directed staff to pursue a request for proposal (RFP) for re-development of the golf course in a way consistent with future use of the course as a golf course. City Council also directed staff to pursue an RFP for the re-development of the entire golf course concurrent to the previously described RFP. Due to the outbreak of the COVID-19 pandemic following the March 16, 2020 City Council meeting, staff has delayed the RFPs until the pandemic has begun to recede.

In January 2021, the city contracted with Merriman Anderson Architects (MAA) to complete a concept plan for the potential re-development of the golf course and associated frontage along Hidden Creek Parkway – including Hidden Creek Softball Complex. The proposed concept is a mixed-use development encompassing approximately 25 acres of land. The concept envisions approximately 220,000 square feet of restaurant, retail, office, and hotel space, as well as 200 residential units.

The RFP was released on March 15, 2021 and closed on August 12, 2021. Staff received two proposals and presented them to City Council on November 18, 2021. City Council gave staff direction to work with Jackson Shaw on a cost sharing agreement that will include feasibility studies, community engagement and meetings with stakeholders. These next steps will take place over the next several months if the agreement is approved.

The pre-development services including feasibility studies, community engagement and some architectural drawings will be split between the City and Jackson Shaw at a 70% to 30% as the City will be able to retain all of the studies and engagement. The total amount that would be a 70/30 split would be \$79,000 with the remaining \$248,000 being shared equally between the City and Jackson Shaw. The agreement caps the City's participation at \$179,312.50.

**OPTIONS:**

- 1) Approve the contract with Jackson Shaw.
- 2) Deny the contract with Jackson Shaw.

**RECOMMENDATION:**

Approve the contract with Jackson Shaw for the pre-development services associated with the Hidden Creek RFP.

**FISCAL IMPACT:**

Budgeted Y/N:

Fund Name:

Full Account #:

Amount:

Project (if applicable):

Financial Considerations:

**STAFF CONTACT:**

Name: Alex Philips

Title: Economic Development Director

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







# Hidden Creek Golf Course RFP

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# Background Information

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- The future of Hidden Creek Golf Course was considered by City Council on January 6, 2020 and March 16, 2020.
- City Council directed staff to pursue an RFP for the redevelopment of the course without disrupting the course layout.
- The RFP was released on March 15, 2021 and closed on August 12, 2021.
- Staff received 2 submissions and presented to City Council on November 18, 2021, where Jackson Shaw was selected.



# Background Information

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- The area that was identified in the RFP takes advantage of the Hidden Creek frontage and is approximately 25 acres.
- The area does include the Hidden Creek Softball Complex that can be relocated if the area redevelops.
- The softball complex is designated parkland. To remove the designation an election would be required.
- The RFP called for a mixed use development to include hospitality, family entertainment, office space, multi-family housing and retail/restaurants.





# RFP Conceptual Features

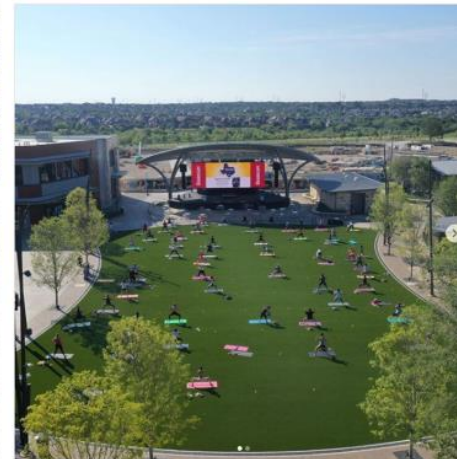
- Over 70,000 square feet of Class A office space
- Over 150,000 square feet of new Retail/Restaurant space
- Hotel/Conference Center
- Residential units
- Entertainment space
- Over 1000 parking spaces





# RFP Conceptual Features

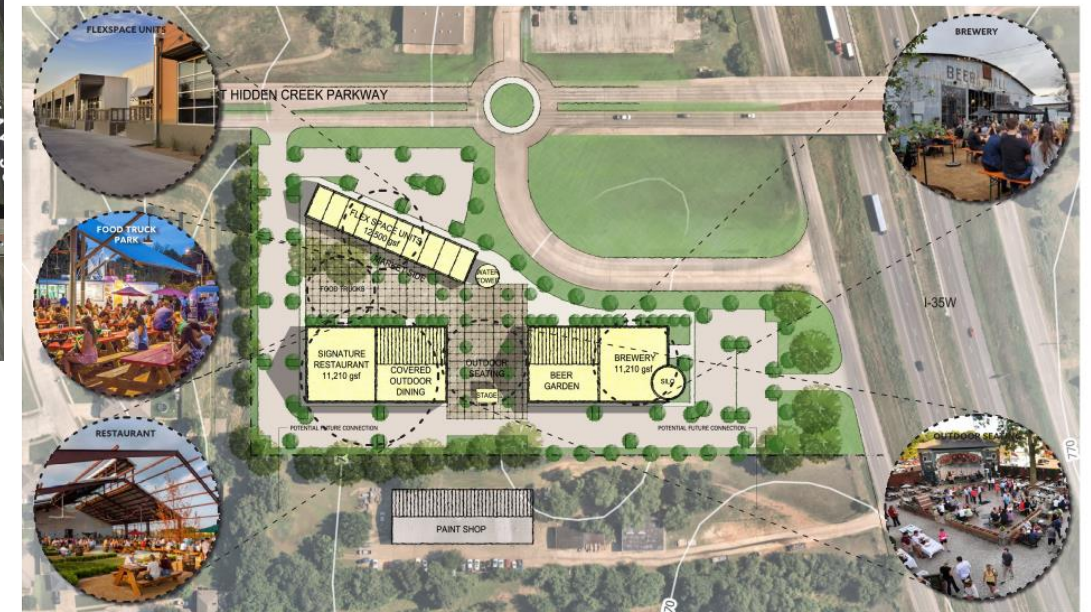
- Large green space for events
- Landscaped pedestrian walkways
- Hotel/Conference Center
- Large open spaces
- Pavement and lighting treatments throughout the development







## SOUTH PARCEL • SITE PLAN



These documents may not be used for regulatory approval, permit, or construction.



Concept Site Plan

HIDDEN CREEK MASTER PLAN

10 September 2021 2

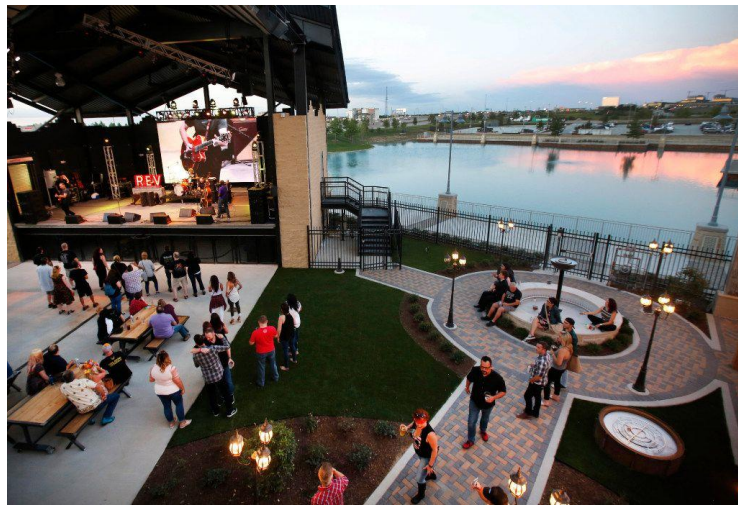
BENNETT • BENNER  
PARTNERS  
ARCHITECTURE • INTERIORS • PLANNING

Jackson Shaw has incorporated the city owned parcel South of Hidden Creek in their conceptual plan as well as a concept on the traffic flow.











# Community Engagement

## Montgomery Strategies, Inc. Notable Projects

- Texas Live
- Dickies Arena
- Fort Worth Stockyards
- Downtown Fort Worth



### Phase 1 - May

- Departmental interviews
- Identify key stakeholders
- Identify communication tools (email, mail, social media)



### Phase 2 - June

- Property owners and major influencers in the area of the project
- City and Jackson Shaw representatives to be presenters.
- Two public events scheduled in June/July

### Phase 3 - July

- Meetings with neighborhood and HOA, service organizations such as Rotary, Lions Club, Chamber of Commerce and small business groups.
- The public events would include food trucks and local entertainment.

### Phase 4 - August

- Reports of the outreach to be presented to City Council and EDC

# Feasibility Process & Potential Phasing

- During the community engagement, a feasibility study will be conducted on each preferred asset class.
  - Hospitality
  - Retail/Restaurant
  - Office
- All team members will have input on the feasibility studies.
- A phasing plan will be created that delivers the right product at the right time for the market.
- We will follow up with the stakeholders to share the results of the feasibility studies to find a happy medium to develop the site in a way that brings the best value for all parties.





# Cost Sharing

■ Community Outreach/Marketing	- \$ 50,000	}	Total - \$79,000 will be shared with City at 70% and Developer at 30%
■ Feasibility	- \$ 18,000		
■ Architectural Renderings	- \$ 11,000		
■ Architectural Renderings	- \$ 55,025		
■ Civil Coordination	- \$ 8,000		
■ Preconstruction Services	- \$150,000		
■ Marketing/Travel	- \$ 15,000		
■ Legal	- \$ 10,000		
■ Contingency	- <u>\$ 10,000</u>		
Total			- \$327,025

City total for the  
predevelopment  
services is \$179,313



After the initial outreach, feasibility studies and the first round of architectural renderings are complete the cost share will be an equal 50/50 split. The total cost is not to exceed \$327,025.

# Next Steps

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- Community engagement and studies to be completed over the next 3 months.
- Once complete Jackson Shaw will deliver their findings and path forward for a phasing plan and development.
- Staff will work with Jackson Shaw on a Master Development Agreement to bring back to council for approval later this year.
- The agreement will outline obligations of the City and Developer for the full build out of the property.



# Agreement

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- Approve the cost sharing agreement with Jackson Shaw
- Deny the cost sharing agreement with Jackson Shaw.

Staff recommendation is to approve the cost sharing agreement with Jackson Shaw



# Questions / Comments

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**PRE-DEVELOPMENT SERVICES AND COST SHARING AGREEMENT  
HIDDEN CREEK - BURLESON, TEXAS**

**THIS PRE-DEVELOPMENT SERVICES AND COST SHARING AGREEMENT** (the "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2022 (the "Effective Date"), by and between the **CITY OF BURLESON, TEXAS**, a Texas home-rule municipal corporation (the "City") and **JACKSON-SHAW COMPANY**, a Texas corporation (the "Developer"). For purposes of this Agreement, the Developer and the City are sometimes referred to herein collectively as the "Parties" and individually as a "Party".

**WITNESSETH:**

**WHEREAS**, the City issued a request for proposals, soliciting proposals for the redevelopment of the Hidden Creek community (the "Redevelopment"), consisting of approximately 42 acres of land owned by the City, as described and depicted on Exhibit A attached hereto (the "Site"); and

**WHEREAS**, the Developer has been selected by the City to conduct various due diligence services and feasibility tests to determine if the current market is favorable for the proposed Redevelopment (the "Project"); and

**WHEREAS**, the Parties agree to allocate the costs associated with the Pre-Development Services (defined below) as set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the agreement herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Pre-Development Services. Developer agrees to undertake to perform (or cause to be performed by third parties) the following pre-development activities and services associated with the Project pursuant to the terms and conditions of this Agreement in order to determine the feasibility of the Redevelopment (collectively, the "Pre-Development Services"), all in consultation with the City:

- a. Participate in a community outreach and public engagement campaign to gauge the level of support for the Redevelopment within the Burleson, Texas community;
- b. Conduct a market analysis study and feasibility report for the Redevelopment;
- c. Deliver architectural site plans, preliminary renderings and proposed development phasing for the Redevelopment (collectively, the "Plans");
- d. Coordinate with the design team and the City to evaluate key issues related to the Redevelopment and create a proposed solution to resolve any potential issues that may arise;



- e. Obtain pre-construction services which shall include a high-level preliminary cost estimate as it relates to the feasibility studies and conceptual documents for the proposed Redevelopment along with contract document review for constructability, site logistics and potential value engineering ideas;
- f. Advertise and promote the Redevelopment within the community to build local support and attract consumers, potential partners and investors; and
- g. Consult with legal counsel throughout the Project to ensure the Developer's interests are adequately protected.

The Developer shall keep the City reasonably informed as to the progress of all Pre-Development Services. The Developer and the City agree to reasonably and timely cooperate with one another in good faith in connection with the Project, the performance of the Pre-Development Services and the granting of any required approvals in connection therewith.

2. Term. The term of this Agreement shall commence on the Effective Date and end on April 30, 2023 (the "Target Completion Date"), unless extended by the mutual agreement of the Parties. The Developer shall at all times during the term of this Agreement carry out its duties and responsibilities diligently, consistent with the level of professional skill and care required hereunder so as to achieve substantial completion of the Project on or before the Target Completion Date, subject to delays in the schedule that are not the fault of the Developer or its consultants.

Notwithstanding the obligation of the Developer to perform the Pre-Development Services on or before the Target Completion Date, the Parties understand and agree that certain additional steps may be necessary to complete the Project, or events or circumstances may arise beyond the parties' reasonable control that could disrupt the Pre-Development Services. The Parties agree that the timeline for completion of the Pre-Development Services may be modified or extended as necessary to account for any such delays, and the Parties agree to cooperate in good faith to evaluate and work together on all aspects of the Project to complete the Pre-Development Services on or before the Target Completion Date.

3. Professional Standards; Terms of Services. The Developer shall perform the Pre-Development Services in accordance with professional standards currently practiced by professional firms on projects similar in size, complexity and cost to the Project ("Professional Standard"). The Developer shall, at no additional cost to the City, timely make additions, changes and corrections to any documents prepared by the Developer necessitated by negligent errors or omissions in the Developer's performance of its services. The Developer shall coordinate all services performed by the Developer's third-party consultants and shall require that the work of its consultants complies with all of the requirements of this Agreement; provided, however, Developer shall have no liability to the City for any errors or omissions in any documents prepared by such consultants. The City is an intended third-party beneficiary of the Developer's contracts with such consultants and the contracts between the Developer and such consultants shall so provide such status as a third-party beneficiary and shall provide in such case of termination for cause that the City, at its option, can continue such services with any consultants.

The Developer shall perform the Pre-Development Services and all other services in accordance with the requirements of applicable federal, state, and local laws, regulations, codes, and ordinances.

4. Entry Upon Site. The City hereby grants the Developer, its agents and employees, and third parties engaged by the Developer to provide the Pre-Development Services during the term of this Agreement, the right to enter upon the Site for the purpose of conducting Pre-Development Services upon reasonable prior notice to the City in each instance that such entry is desired. If this Agreement is terminated for any reason other than an act or omission of the City that materially interferes with or prevents the Developer from substantially performing its obligation hereunder, the Developer shall, at its sole cost and expense, promptly restore the Site to its original condition. Prior to any entry by the Developer and/or a third party on behalf of the Developer upon the Site, the Developer and/or such third party shall provide the City with evidence of insurance in a form and amount reasonably acceptable to the City.

5. Pre-Development Cost Sharing.

a. The Parties agree that the Pre-Development Services shall be performed directly by the Developer or by third parties engaged by the Developer and that all actual third-party costs and expenses paid or incurred by the Developer or third parties engaged by the Developer in connection with the Pre-Development Services shall be initially funded by the Developer. The cost for each Pre-Development Service is set forth on Exhibit B attached hereto and incorporated herein by reference for all purposes. The total cost for all Pre-Development Services shall be shared between the Parties as set forth in Sections 5(a)(1), 5(a)(2) and 5(a)(3) below.

(1) Initial Pre-Development Costs. Costs for the Pre-Development Services related to (i) Community Outreach/Marketing, (ii) Feasibility, and (iii) the initial Eleven Thousand Dollars (\$11,000.00) of costs for Architectural Site Plan/Renderings shall be known as the “Initial Pre-Development Costs”. The City shall be responsible for a seventy percent (70%) share of the Initial Pre-Development Costs and the Developer shall be responsible for a thirty percent (30%) share of the Initial Pre-Development Costs.

(2) Subsequent Pre-Development Costs. The cost for the remaining Pre-Development Services, including (i) Civil Coordination, (ii) Preconstruction Services, (iii) Marketing/Travel, Legal, (iv) Contingency, and (v) costs for Architectural Site Plan/Renderings in excess of Eleven Thousand Dollars (\$11,000.00), shall be known as the “Subsequent Pre-Development Costs” (the Initial Pre-Development Costs and Subsequent Pre-Development Costs are referred to herein together as the “Pre-Development Costs”). Developer and the City shall each be responsible for a fifty percent (50%) share of the Subsequent Pre-Development Costs.

(3) Pre-Development Cost Cap. In no event shall the Pre-Development Costs exceed Three Hundred Twenty-Seven Thousand and Twenty-Five Dollars (\$327,025.00) (the "Pre-Development Cost Cap"). Notwithstanding anything to the contrary in this Section 5(a), the City's total share of Pre-Development Costs shall not exceed One Hundred Seventy-Nine Thousand Three Hundred Twelve and 50/100s Dollars (\$179,312.50). All costs in connection with the Pre-Development Services in excess of the Pre-Development Cost Cap shall be the sole obligation and responsibility of Developer.

- b. Once each calendar month during the term of this Agreement and so long thereafter as necessary, Developer shall submit a statement (with supporting invoices and receipts) to the City with respect to actual Pre-Development Costs paid or incurred by Developer in connection with the Pre-Development Services since the last such statement was delivered to the City. Within thirty (30) days following receipt of each statement, the City shall reimburse Developer for the City's share of Pre-Development Costs in the amount shown on each statement. Additionally, each statement shall also include all amounts included on prior statements that have not yet been paid by the City.
- c. Developer shall maintain adequate books and records for the Pre-Development Costs during the term of this Agreement, and shall make such books and records available to the City upon written request from the City.

6. Termination; Limitation on Remedies. The Developer or the City may terminate this Agreement by giving thirty (30) days advance written notice thereof to the other Party at any time, with or without cause. Notwithstanding anything set forth herein to the contrary, in no event shall either Party be liable hereunder for (and each Party hereby waives the right to claim or sue for) any consequential, incidental, punitive, or other special damages. Upon termination, the City shall pay to Developer the City's share of Pre-Development Costs that have actually been incurred by Developer through the termination date.

7. Assignment. The Developer may assign this Agreement to an affiliate. The term "affiliate" for purposes of this Section 7 shall mean any entity which is controlled by, controls, or is under common control with the Assignor. The term "control" (including the terms "controlled," "controlled by" and "under common control with") shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity. This Agreement may not otherwise be assigned by the Developer or the City without the written consent of the other Party.

8. Miscellaneous.

- a. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. This Agreement shall be binding upon and shall inure to the benefit of the City and the Developer and their respective successors and authorized assigns. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

- b. Any notice, request or other communication given or made hereunder ("Notice") shall be in writing and sent by any of the Parties or their respective attorneys by any of the following means: (i) by registered or certified mail, return receipt requested, postage prepaid, (ii) by personal delivery, (iii) by recognized overnight delivery service or (iv) by facsimile. Any such Notice shall be addressed to the other Party at the addresses or facsimile numbers set forth below, or to such other address or addresses or facsimile number or numbers for each Party as each Party shall hereafter designate by Notice given to the other Parties pursuant to this Section 8(b):

To Developer:

Jackson-Shaw Company  
4890 Alpha Road, Suite 100  
Dallas Texas 75244  
Attention: Michele Wheeler  
Email: [mwheeler@jacksonshaw.com](mailto:mwheeler@jacksonshaw.com)

With a Copy to:

Winstead PC  
500 Winstead Building  
2728 N. Harwood Street  
Dallas, Texas 75201  
Attn: T. Andrew Dow  
Email: [adow@winstead.com](mailto:adow@winstead.com)

To City:

City of Burleson, Texas  
141 W Renfro St  
Burleson, Texas 76028  
Attn: City Manager  
Email: [citymanager@burlesontx.com](mailto:citymanager@burlesontx.com)

With a Copy to:

Taylor, Olson, Adkins, Sralla & Elam, LLP  
6000 Western Place, Suite 200  
Fort Worth, Texas 76107  
Attn: E. Allen Taylor, Jr., City Attorney  
Email: [ataylor@toase.com](mailto:ataylor@toase.com)

Any Notice given or made by any of the means provided in this Section 8(b) shall be deemed given as follows: (i) if by registered or certified mail, the third (3<sup>rd</sup>)

business day following the date of mailing, (ii) if by personal delivery, the date delivered, (iii) if by recognized overnight delivery service, the business day after deposit for overnight delivery with such recognized overnight delivery service and (iv) if by facsimile, on receipt by the sending Party of electronic confirmation of receipt.

- c. The construction of this Agreement and any of its various provisions shall be unaffected by any claims, whether or not justified, that it has been prepared, wholly or in substantial part, by or on behalf of any of the Parties. The Parties do not intend to become, and nothing contained in this Agreement shall be interpreted to deem that the City and the Developer are, partners or joint venturers in any way or that the Developer is an agent or representative of the City for any purpose or in any manner whatsoever.
- d. No officer, official, employee, agent or representative of the City shall be personally liable to the Developer or any successor in interest, in the event of any default or breach by the City for any amount which may become due to the Developer or any successor in interest, or on any obligation incurred under the terms of this Agreement. No officer, official, employee, agent, member or representative of the Developer shall be personally liable to the City or any successor in interest, in the event of any default or breach by the Developer for any amount which may become due to the City or any successor in interest, or on any obligation incurred under the terms of this Agreement.
- e. Any agreements relating to Pre-Development Services and other matters as addressed in this Agreement between the City on the one hand and the Developer on the other hand before the date of this Agreement and relating to the Project are superseded by this Agreement.
- f. It is expressly agreed by the Parties that this Agreement is for the sole benefit of the Parties hereto and shall not be construed or deemed made for the benefit of any third party.
- g. For the purposes of any of the provisions of this Agreement, neither the City nor the Developer shall be considered in breach of or in default of its obligations hereunder in the event of any delay in the performance of such obligations due to causes beyond the control of, and without the fault or negligence of, such Party, including without limitation acts of God, acts of the public enemy, acts of war or terrorism, acts of the federal government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, severe or inclement weather, shortages in labor, supplies or materials, or delays due to such causes; it being the purpose and intent of this Section 8(g) that in the event of the occurrence of any such delay, the time or times for performance of the obligations of the Party suffering such delay hereunder shall be extended for the period of the delay.



- h. Each Party must obtain the prior written approval of the other Party of the text and timing of any press releases, media advertisements, or signage concerning the Project.
- i. If a court of competent jurisdiction finds any provision of this Agreement illegal, ineffective or beyond contractual authority of either party, then the offending provision will be stricken and the remainder of the agreement between the parties will remain in effect.
- j. Any disputes arising from or relating to this Agreement shall be resolved in a court of competent jurisdiction located in Johnson County, Texas, or the federal courts for the United States for the Northern District of Texas. The parties hereto irrevocably waive any right to object to the jurisdiction of such courts in any dispute arising from or relating to this Agreement.
- k. Any failure by a party to insist upon strict performance by another party of any material provision of this Agreement shall not be deemed a waiver thereof, and the party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.
- l. Developer acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate:
  - 1) Pursuant to Section 2271.002 of the Texas Government Code, Developer certifies that either (i) it meets an exemption criterion under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the Agreement. Developer acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
  - 2) Pursuant to SB 13, 87th Texas Legislature, Developer certifies that either (i) it meets an exemption criterion under SB 13, 87th Texas Legislature; or (ii) it does not boycott energy companies, as defined in Section 1 of SB 13, 87th Texas Legislature, and will not boycott energy companies during the term of the Agreement. Developer acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
  - 3) Pursuant to SB 19, 87th Texas Legislature, Developer certifies that either (i) it meets an exemption criterion under SB 19, 87th Texas Legislature; or (ii) it does not discriminate against a firearm entity or firearm trade association, as defined in Section 1 of SB 19, 87th Texas Legislature, and will not discriminate against a firearm entity or firearm trade association during the term of the Agreement. Developer acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

- 4) Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Developer certifies Developer (1) is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Developer acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- m. Developer expressly acknowledges City is a political subdivision of the State of Texas and nothing in the Agreement will be construed as a waiver or relinquishment by City of its right to claim such exemptions, privileges, and immunities as may be provided by law.

*[Intentionally Left Blank – Signatures Pages to Follow]*

**IN WITNESS WHEREOF**, each of the Parties hereto has executed this Agreement, either individually or by an authorized representative, effective as of the day and year first set forth above.

**DEVELOPER:**

**JACKSON SHAW COMPANY,**  
a Texas corporation

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

*[City Signature Page to Follow]*

CITY:

**CITY OF BURLESON, TEXAS,**

a \_\_\_\_\_

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

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

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

*[Intentionally Left Blank – Exhibits to Follow]*

EXHIBIT A

DESCRIPTION OF THE SITE

*(appears on immediately following page)*



EXHIBIT B

PRE-DEVELOPMENT BUDGET

*(appears on immediately following page)*

**Jackson Shaw Pursuit Budget  
Burleson Mixed Use**

Effective Date: 03/18/22  
Zoning Approval N/A  
Plat Approval  
Closing Date:

Closing Schedule		May-22 0 - 30	Jun-22 30 - 60	Jul-22 60 - 90	Aug-22 90 - 120	Sep-22 120 - 150	Oct-22 150 - 180	Nov-22 180 - 210	Dec-22 210 - 240	Jan-23 240 - 270	Feb-23 270 - 300	Mar-23 300 - 330	Apr-23 330 - 360	May-23 360 - 390
Community outreach	120 Days													
Feasibility	60 Days													
Design	180 Days													

<b>Pre-Development Costs</b>																	
Community outreach/Marketing	(50,000)	(12,500)	(12,500)	(12,500)	(12,500)												
Feasibility	(18,000)					\$ (18,000)											
Architectural Prelim site planning/Renderings	(66,025)						(11,000)	(11,000)	(11,000)	(11,000)	(11,000)	(11,000)					
Civil Coordination	(8,000)							\$ (4,000)	\$ (4,000)								
Preconstruction services	(150,000)							\$ (25,000)	\$ (25,000)	\$ (25,000)	\$ (25,000)	\$ (25,000)	\$ (25,000)	\$ (25,000)	\$ (25,000)	\$ (25,000)	
Marketing/Travel	(15,000)		(5,000)		(5,000)	(5,000)											
Legal	(10,000)	(5,000)														\$ (5,000)	
Contingency	(10,000)																
<b>Non-Refundable "At Risk" Pursuit</b>	<b>\$ (327,025)</b>	<b>\$ (17,500)</b>	<b>\$ (17,500)</b>	<b>\$ (12,500)</b>	<b>\$ (17,500)</b>	<b>\$ (23,000)</b>	<b>\$ (11,000)</b>	<b>\$ (40,000)</b>	<b>\$ (40,000)</b>	<b>\$ (36,000)</b>	<b>\$ (36,000)</b>	<b>\$ (36,000)</b>	<b>\$ (30,000)</b>	<b>\$ (30,000)</b>	<b>\$ (30,000)</b>	<b>\$ (30,000)</b>	<b>\$ -</b>
<b>Total</b>	<b>\$ (327,025)</b>	<b>\$ (17,500)</b>	<b>\$ (17,500)</b>	<b>\$ (12,500)</b>	<b>\$ (17,500)</b>	<b>\$ (23,000)</b>	<b>\$ (11,000)</b>	<b>\$ (40,000)</b>	<b>\$ (40,000)</b>	<b>\$ (36,000)</b>	<b>\$ (36,000)</b>	<b>\$ (36,000)</b>	<b>\$ (30,000)</b>	<b>\$ (30,000)</b>	<b>\$ (30,000)</b>	<b>\$ (30,000)</b>	<b>\$ -</b>

# MontgomeryStrategies, Inc.

## Burleson Development – Community Engagement

Community engagement will commence immediately upon receiving approval of the plan. The proposed schedule is four months.

### May (Phase 1)

- Our team of engagement specialists (team) will work closely with relevant departments of the City of Burleson to gather data on all aspects of the proposed development that will shape the discussion; who, what, where, economic development importance, community contributions, quality of life, etc.
- Overall engagement and communications plan will be presented for input and refinement. Key community stakeholders will be identified.
- The team will develop appropriate responses to anticipated questions and potential project challenges.
- Throughout execution of the various tasks of the engagement plan, transparency will be emphasized.
- Communication tools for moving forward with the public engagement activities are expected to include email, mail, social media, on-line survey(s), and project information placed on the City's and EDC's websites.

### June (Phase 2)

- Face-to-face meetings will be scheduled and facilitated by the engagement team.
- Initial meeting audience will be Tier 1 stakeholders, which includes property owners and major influencers in the immediate vicinity of project.
- Presenters will include appropriate City representatives and Jackson Shaw's leadership team.
- The team will be responsible for developing tailored responses to questions from the respective stakeholders.
- Two public events will be scheduled, in June and/or July.

### July (Phase 3)

- Meetings will be conducted with Tier 2 stakeholders, including neighborhood and homeowner associations, faith-based organizations, local service organizations such as Rotary and Lions Clubs, Chambers of Commerce, sports organizations, youth organizations, and small business groups.
- The two public events occurring in June or July will share information about the development as well as celebrate summer with food trucks, local entertainment.

### August (Phase 4)

- Reports covering the outreach programs will be compiled and delivered.
- Presentations to the City and EDC as well as other interested groups will be made.

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

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

Jackson Shaw Company  
Dallas, TX United States

Certificate Number:  
2022-884648

Date Filed:  
05/11/2022

Date Acknowledged:

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

City of Burleson, Texas

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

2021-015  
Mixed Use Development

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

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



### 6 UNSWORN DECLARATION

My name is John Stone, and my date of birth [REDACTED]

My address is 4890 Alpha Road, Suite 100, Dallas, TX, 75244, US  
(street) (city) (state) (zip code) (country)

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

Executed in Dallas County, State of Texas, on the 11 day of May, 2022  
(month) (year)

John Stone  
Signature of authorized agent of contracting business entity  
(Declarant)



## City of Burleson

### City Council

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

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### AGENDA INFORMATION SHEET

**DEPARTMENT:** Public Works  
**DIRECTOR:** Eric Oscarson  
**DATE:** 05/16/2022

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#### SUBJECT

Consider approval of an interlocal agreement with the City of Cleburne for regional transportation services known as CleTran in the amount not to exceed \$216,125 for five years. *(Staff Presenter: Eric Oscarson, Public Works Director)*

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#### Attachments

Department Memo  
Staff Presentation  
Interlocal Agreement

#### Respectfully submitted:

Eric Oscarson  
Director of Public Works  
eoscarson@burlesontx.com  
817-426-9837





CITY OF BURLESON

City Hall  
141 W. Renfro  
Burleson, Texas  
www.burlesontx.com

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**DEPARTMENT MEMO**

**DEPARTMENT:** Public Works

**FROM:** Eric Oscarson, Director of Public Works

**MEETING:** May 16, 2022

**SUBJECT:**

Consider approval of an interlocal agreement with the City of Cleburne for regional transportation services known as CleTran in the amount not to exceed \$216,125 for five years. (*Staff Presenter: Eric Oscarson, Director of Public Works*)

**SUMMARY:**

The City of Cleburne operates a transportation program called City/County Transportation (CCT) or CleTran. This program is designed to provide discounted transportation to residents of Johnson County throughout the region.

CleTran accomplishes this through two methods. The first is a commuter bus that travels from Cleburne to Fort Worth three times a day during the week. This bus makes stops in Cleburne, Joshua, Burleson, I-35W and Alsbury, the Fort Worth Veteran's Clinic, and terminates at the Fort Worth Intermodal Transportation Center.

The second method is a demand-response curb-to-curb bus that operates during the week. This service must be scheduled in advance and is first come, first serve. These destinations must all be within Johnson County, with the exception of Huguley Hospital. Both methods offer accessibility for transport mobility devices at no cost.

Fares for both options range from \$3 to a maximum of \$15 one way, dependent upon final destination. Discounted passes can be purchased for individuals over 65, under 18, or with a disability.

CleTran is funded in multiple ways. A significant portion of the funding comes from Federal and State grants. The remaining funding

is split amongst the participating cities in Johnson County, as well as Johnson County. The split in funding is based on population. The City of Burleson has been a member of CleTran since 2002. The city's contribution has continued to grow over the years based on increased population and costs to operate CleTran. The City's contribution for FY23 will be \$39,113.

In 2021, residents of Burleson utilized the commuter bus 5,567 times and the on-demand services 9,998 times.

Staff is recommending continued participation in the CleTran program and recommends entering into a new interlocal agreement for CleTran services. Some additions to the new interlocal include:

- One year agreement with the option to renew for four additional one-year terms
- Payment to be set at \$39,113.26 for 1<sup>st</sup> year
- Escalation of costs up to 5% in the following years
- Service Details provided
- Termination Clause added
- Ability to audit financials added

**OPTIONS:**

1. Approve the interlocal agreement with the City of Cleburne for CleTran Services.
2. Deny the interlocal agreement with the City of Cleburne for CleTran Services.

**RECOMMENDATION:**

Staff recommends approval of the interlocal agreement with the City of Cleburne for CleTran Services.

**FUNDING:**

001-1099-419-5001 - \$33,246.27  
401-1041-512-5001 - \$5,866.99

**STAFF CONTACT:**

Name: Eric Oscarson  
Department: Public Works  
Email: eoscarson@burlesontx.com  
Phone: 817-426-9837

# CITY/COUNTY TRANSPORTATION

CleTran



# CLETRAN

CITY/COUNTY  
TRANSPORTATION (CCT) IS  
A PROGRAM OPERATED BY  
THE CITY OF CLEBURNE TO  
ASSIST THE MOBILITY OF  
RESIDENTS THROUGHOUT  
JOHNSON COUNTY.





# CLETRAN

CLETRAN PROVIDES A COMMUTER BUS ROUTE INTO DOWNTOWN FORT WORTH AND DEMAND-RESPONSE CURB-TO-CURB PUBLIC TRANSPORTATION THROUGHOUT JOHNSON COUNTY.

Demand-Response requires scheduling.

Provides low cost options for public transportation.





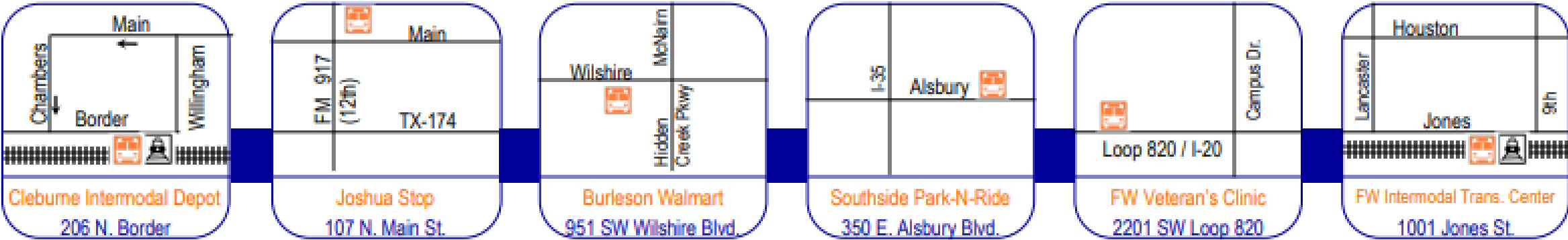
# CLETRAN

## INTERURBAN COMMUTER BUS

CCT operates a Commuter Bus route serving the cities of Cleburne, Joshua, and Burleson with connecting service to other cities in Johnson County and Fort Worth. The Interurban Commuter Bus terminates at the Intermodal Transportation Center (ITC) in downtown Fort Worth to enable easy access to transfer to the T transit services in Fort Worth and the Trinity Railway Express (TRE) into Dallas.



The Interurban Commuter Route  
1-866-913-1800



NORTHBOUND—WEEKDAY						
5:50 am 11:15 am 4:30 pm	N →	6:10 am 11:33 am 4:50 pm	6:25 am 11:45 am 5:05 pm	→	11:55 am	
				→	7:20 am 12:10 pm 5:30 pm	
					→	7:00 am 12:25 pm 5:50 pm
SOUTHBOUND—WEEKDAY						
9:00 am 1:30 pm 7:00 pm	←	8:40 am 1:15 pm 6:40 pm	8:25 am 1:00 pm 6:25 pm	←	8:10 am 12:50 pm	
				←	S	
					←	7:50 am 12:30 pm 5:55 pm

# CLETRAN

## INTERURBAN COMMUTER BUS

- Fares
- City to City per stop - \$3 (Max \$9 One Way)
- Passes
  - 20 Punch Cards - \$55
  - Over 60, under 18, disabled - \$30







# DEMAND-RESPONSE CURB-TO-CURB PUBLIC TRANSPORTATION

TRIP REQUESTS MAY BE MADE UP TO SEVEN WORKING DAYS IN ADVANCE AND ARE TAKEN MONDAY-FRIDAY 7 AM-6 PM. IF SPACE IS AVAILABLE, SAME DAY TRIP REQUESTS WILL BE ACCEPTED.

ALL OPENINGS ARE FILLED ON A FIRST CALL-FIRST SERVE BASIS.

ALL ORIGIN AND DESTINATION LOCATIONS MUST BE LOCATED WITHIN JOHNSON COUNTY, WITH THE EXCEPTION OF HUGULEY HOSPITAL AND THE ENTIRE CITY LIMITS OF BURLESON.



# HOURS OF OPERATION

CITY OF BURLESON:  
MONDAY-FRIDAY: 8 A.M. TO 5 P.M.  
NO SERVICE PROVIDED ON  
WEEKENDS.

NO SERVICE ON HOLIDAYS





# COSTS

## FARES

Travel within the same city limits \$3.00 one-way.

Travel outside the city limits or between cities is \$3.00 for every 5 miles.

Children under the age of 5 will ride at no charge when accompanied by an adult.





# MOBILITY AIDS

## TRANSPORTING MOBILITY AIDS

A mobility aid is any class of three-or more-wheeled device that is usable indoors and designed for and used by individuals with mobility impairments. It may be operated manually or powered. CCT will transport any mobility aid that fits safely on the vehicle lift and the user and the wheelchair do not exceed 800 pounds.





# BURLESON

## RIDER STATISTICS FOR 2021

Urban Bus Usage - 5,567 Trips

On Demand Service - 9,998 Trips





# FUNDING

## CLETRAN IS FUNDED FROM MULTIPLE AGENCIES

Federal Funding

Alvarado

Burleson

Godley

Grandview

Johnson County

Joshua

Keene

Rio Vista

CITY/COUNTY BASED ON CENSUS  
POPULATION (\$.821 PER PERSON)





# FY 23 FUNDING

## PROPOSED FUNDING CONTRIBUTIONS

State/Federal	\$758,500
Alvarado	\$3,891
Burleson	\$39,113
Cleburne	\$60,000
Godley	\$1,190
Grandview	\$1,543
Johnson County	\$63,693
Joshua	\$6,479
Keene	\$5,244
Rio Vista	\$828

REVENUES FROM FARES – \$60,000





# BURLESON

## PARTICIPATING MEMBER SINCE 2002

City Council authorized an evergreen contract on August 8, 2002.

## FUNDING SINCE 2007

- FY07 - \$12,191
- FY08 - \$14,243
- FY09 - \$17,413
- FY10 - \$15,548
- FY11 - \$17,519
- FY12 - \$22,143
- FY14 - \$25,308
- FY15 - \$26,293
- FY16 - \$27,461
- FY17 - \$28,188
- FY18 - \$30,343
- FY19 - \$31,104
- FY20 - \$32,202

NO PARTICIPATION IN 2021 OR 2022 DUE TO ADDITIONAL  
FEDERAL FUNDING

A close-up photograph of a person's hands signing a document. The person is wearing a light blue button-down shirt. Their right hand holds a black and silver pen, and their left hand rests on the document. The document is white with some faint text and a signature. The background is dark and out of focus.

# NEW INTERLOCAL AGREEMENT

## AGREEMENT MAIN POINTS

- One Year Agreement with option to renew for 4 additional one year terms
- Payment to be set at \$39,113.26 for 1st year
- Escalation up to 5% increase in following years
- Details of Services provided added
- Termination Clause added
- Opportunity to audit finances added





## OPTION

APPROVE AN INTER-LOCAL  
AGREEMENT WITH THE CITY OF  
CLEBURNE FOR CLETRAN  
TRANSPORTATION SERVICES

DENY AN INTER-LOCAL AGREEMENT  
WITH THE CITY OF CLEBURNE FOR  
CLETRAN TRANSPORTATION  
SERVICES



A close-up, slightly blurred photograph of a person's face and hand. The person is smiling and giving a thumbs-up gesture with their right hand. They are wearing a dark blue t-shirt. The background is dark and out of focus.

# RECOMMENDATION

APPROVE AN INTER-LOCAL  
AGREEMENT WITH THE CITY OF  
CLEBURNE FOR CLETRAN  
TRANSPORTATION SERVICES



# QUESTIONS

## QUESTIONS FOR STAFF



**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF BURLESON  
AND CITY OF CLEBURNE  
FOR LOCAL MATCH FUNDING FOR  
SECTION 5311 PROGRAM  
CLETRAN**

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

THIS Interlocal Agreement (“Agreement”) is entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code by and between the **CITY OF BURLESON**, a home rule municipal corporation located in Tarrant County and Johnson County, Texas (“Burleson”), and the **CITY OF CLEBURNE**, a home rule municipal corporation located in Johnson County, Texas (“Cleburne”), each one acting through its authorized representatives, each sometimes hereinafter referred to individually as the “Party” and collectively as the “Parties”.

**RECITALS**

**WHEREAS**, Cleburne operates a demand responsive transportation service for its citizens and residents throughout Johnson County, allowing them to utilize public transportation for a variety of purposes, such as medical appointments, shopping, recreation, school, and work, and the program is known as City/County Transportation and Cletran (“Cletran”); and

**WHEREAS**, Cleburne principally funds the operation of Cletran through the receipt of federal grant money and local match contributions from Johnson County and the municipalities in Johnson County, including Burleson, Godley, Grandview, Joshua, Keene, and Rio Vista; and

**WHEREAS**, Cleburne receives federal funding for Cletran from the Texas Department of Transportation (“TxDOT”) through the Federal Transportation Administration, which provides funding to states under Section 5311 of Title 49 of the United States Code with the goal of providing the general public transportation for non-urbanized areas; and

**WHEREAS**, in order for Cleburne to receive federal funds from the Section 5311 program, the program requires that a certain portion of Cletran funding be provided from sources other than the Department of Transportation; and

**WHEREAS**, Burleson desires to provide its citizens with safe and efficient public transportation services; and

**WHEREAS**, Cleburne desires to coordinate with Burleson to provide Burleson citizens with public transportation services through Cletran; and

**WHEREAS**, Burleson has contributed financially to Cleburne for Cletran since 2002, and Cleburne has made Cletran available to the citizens of Burleson since that time; and

**WHEREAS**, the Parties desire to enter into this Agreement for Cletran services for the citizens of Burleson beginning October 1, 2022; and

**WHEREAS**, the governing bodies of Burleson and Cleburne have duly authorized this Agreement.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements included in this Agreement, the Parties agree as follows:

**I. Term of Agreement.**

- A. Initial Term. The initial term of this Agreement shall begin October 1, 2022, and end September 30, 2023.
- B. Renewal Terms. The Parties agree that at the expiration of the initial term or any subsequent renewed term, this Agreement shall be renewed for a further term of one (1) year on the same terms and conditions as contained in this Agreement, except as provided in Section III(B), unless written notice is given by one Party to the other Party of its intention not to renew the Agreement at least ninety (90) calendar days before the expiration of the then-current term; however, the total number of renewals under this Agreement shall not exceed four (4).

**II. Services to be Provided by Cleburne.**

Cleburne shall administer demand responsive transportation services to the residents of Burleson according to the federal requirements of the FTA Section 5311 grant and according to the relevant State of Texas statutes, including the tasks enumerated in Exhibit “A” Scope of Project, attached hereto and incorporated herein by reference and made a part hereof as if written word for word (the “Program”).

Within a reasonable time after a request from Burleson, Cleburne shall provide written performance reports of the Program to Burleson indicating, at a minimum, the number of riders, a financial operating summary, and collected rider fees. Burleson may require Cleburne provide other additional information reasonably necessary for Burleson to be adequately advised as to the level of performance by Cleburne under this agreement.

**III. Payment by Burleson for Services.**

- A. Payment Amount for Initial Term Services. Burleson agrees to pay Cleburne the lump sum amount of Thirty-Nine Thousand, One Hundred Thirteen Dollars and Twenty-Six Cents (\$39,113.26) as local match funds for Cleburne’s performance of services under this Agreement during the initial term.
- B. Payment Amount for Renewal Term Services. Both Parties to this Agreement recognize that funds for the Program are to be derived principally with funding from TxDOT state and federal funding programs, with varying degrees of matching funds required. Both Parties likewise

recognize that funding levels and match requirements of TxDOT state and federal funding programs may vary considerably from year to year. While grant funds are anticipated to be available to Cleburne in the future for the Program, local funding as its match for the Program will be required in future years. Cleburne shall inform Burleson by June 30<sup>th</sup> of each subsequent year of this Agreement after the initial term whether sufficient funds from state and federal sources are anticipated to be available to cover Program expenses for the following year and the amount of local match funds to be subsequently required of Burleson for Cleburne's performance of services under this Agreement, if any. Burleson reserves the right to provide the local match funds or give notice to Cleburne not to renew the Agreement as provided in Section I(B). Under no circumstance shall the payment amount for a renewal term exceed a five percent (5%) increase in addition to the payment amount for the then-current term. In the event Cleburne does not give notice as described above, the payment amount for the upcoming renewal term shall be the same as the payment amount for then-current term.

- C. Invoice. At the beginning of each term, Cleburne shall submit an invoice to Burleson reflecting the payment amount due under Section III(A) or III(B). Burleson shall remit payment within thirty (30) days of receiving such invoice.
- D. Nature of Payment Amount. Each Party represents and warrants that the compensation to be made to the performing Party contemplated in this Agreement are in amounts that fairly compensate the performing Party for the services or functions described in this Agreement.

#### **IV. Termination.**

- A. Termination for Breach. If one Party determines that the other Party is in default under this Agreement, the non-defaulting Party will notify the defaulting Party in writing of such default, and if the default is not cured within thirty (30) days from the date of such notice, then the non-defaulting Party may, in addition to any other remedies available to such Party at law or in equity, terminate this upon written notice. Any failure by the non-defaulting Party to enforce this Agreement with respect to one or more defaults by the defaulting Party will not waive the non-defaulting Party's ability to enforce this Agreement after that time. In the event this Agreement is terminated in accordance with this Section, all obligations of the parties under this Agreement shall cease, except Burleson shall be entitled to a pro-rata refund of the payment amount paid for that term, or in the event Burleson has not paid or under paid the payment amount for the term, Burleson shall be required to pay Cleburne a pro-rata amount of the payment amount for services provided by Cleburne up to the date of such termination.
- B. Termination for Non-Appropriation by Burleson. Burleson's payment obligations are payable only and solely from funds appropriated and available for this Agreement. The absence of appropriated or other lawfully available funds shall render the Agreement null and void to the extent funds are not appropriated or available. If Burleson should not appropriate or otherwise receive necessary funds to perform under this Agreement, Burleson may unilaterally terminate this Agreement effective on the final day of the fiscal year through which Burleson has funding. Burleson will make every effort to give Cleburne at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, Burleson will pay Cleburne for all undisputed fees and expenses related

to the services Burleson has received, or Cleburne has incurred or delivered, prior to the effective date of termination.

- C. Termination for Non-Appropriation by Cleburne. Cleburne's service obligations are payable only and solely from funds appropriated and available for this Agreement. The absence of appropriated or other lawfully available funds shall render the Agreement null and void to the extent funds are not appropriated or available. If Cleburne should not appropriate or otherwise receive necessary funds to perform under this Agreement, Cleburne may unilaterally terminate this Agreement effective on the final day of the fiscal year through which Cleburne has funding. Cleburne will make every effort to give Burleson at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, Cleburne will reimburse Burleson for all undisputed fees and expenses paid by Burleson related to the services Burleson has not received, prior to the effective date of termination.

V. Liability.

Burleson shall not be liable for any claims, damages or attorney's fees arising from any negligence or unlawful acts of Cleburne or its employees, agents, or officers in relation to this Agreement. Cleburne shall not be liable for any claims, damages or attorney's fees arising from any negligence or unlawful acts of Burleson or its employees, agents, or officers in relation to this Agreement. Burleson and Cleburne acknowledge that each entity is responsible for any claims or losses, including but not limited to those related to personal injury, death or property damage, caused by the acts or omissions of that entity, its employees, agents, or officers in the performance of services and activities under this Agreement.

VI. Notice.

Any notice given hereunder by either Party to the other shall be in writing and may be effected by personal delivery in writing or by registered or certified mail, return receipt requested when mailed to the proper Party, at the following addresses:

If to Burleson:

City of Burleson  
Attn: City Manager  
141 West Renfro  
Burleson, Texas 76028-4261

If to Cleburne:

City of Cleburne  
Attn: City Manager  
10 N Robinson St  
Cleburne, Texas 76031



**VII. Miscellaneous.**

- A. Cooperation.** The Parties will reasonably cooperate with the other in furtherance of the objectives of this Agreement.
- B. Books and Records.** Cleburne shall be required to maintain all records and documents in its possession relating to or used in the performance of the Program in complete form and in conformity with all applicable federal and state rules and regulations with regards to the sufficiency and completeness of such records, and shall make such records available to Burleson, upon reasonable demand for access to said records.
- C. Amendment.** This Agreement may be amended by the mutual written agreement of the Parties.
- D. 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 the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.
- E. Governing Law.** The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas. Any action concerning this Agreement shall lie in Johnson County, Texas.
- F. Venue.** To the extent permitted by Texas law, the Parties agree that any disputes arising from or relating to this Agreement shall be resolved in a court of competent jurisdiction located in Johnson County, Texas, or the federal courts for the United States for the Northern District of Texas.
- G. Entire Agreement.** This Agreement represents the entire agreement between the Parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement.
- H. Interpretation.** In the event of any dispute over its meaning or application, this Agreement will be interpreted fairly and reasonably and neither more strongly for or against either Party.
- I. Recitals.** The recitals to this Agreement are incorporated herein.
- J. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.
- K. No Assignment.** The Parties may not assign or transfer their rights under this Agreement.
- L. Compliance with Law.** Each Party is responsible for complying with any additional or

varying laws and regulations regarding purchases.

- M.** No Waiver of Rights. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or equity to a Party, including the defense of sovereign immunity, nor to create any legal rights or claims on behalf of a person not a party to this Agreement.
- N.** Immunity. This Agreement is expressly made subject to each Party's governmental immunity under state and federal law. The Parties hereto expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability that a Party has by operation of law.
- O.** No Third Party Beneficiaries. This Agreement is not intended to create and does not create any rights in or benefits to any third party.
- P.** No Joint Enterprise. The relationship of the Parties under this Agreement is not and shall not be construed or interpreted to be a joint enterprise or joint venture. Neither Party shall have the authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other Party or which shall hold itself out to be binding on the other Party. The Parties expressly agree that each Party is an independent contractor, and that each Party assumes all of the rights, obligations and liabilities applicable to it as an independent contractor.
- Q.** Force Majeure. In the event that the performance by Burleson or Cleburne of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God, or the common enemy, or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects hereto.

*[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]*

Executed this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_\_.

**CITY OF BURLESON, TEXAS**

**CITY OF CLEBURNE, TEXAS**

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

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

ATTEST:

ATTEST:

\_\_\_\_\_  
City Secretary, City of Burleson

\_\_\_\_\_  
City Secretary, City of Cleburne

## EXHIBIT “A”

### Scope of Services

Cletran (CCT) shall provide to citizens of Burleson a commuter bus route into downtown Fort Worth and demand-response curb-to-curb public transportation throughout Johnson County. To increase efficiency and maximize capacity, CCT strives to pick as many users up as possible before dropping passengers off at their destination. CCT is NOT a taxi service. All origin and destination locations must be located within Johnson County, with the exception of Huguley Hospital and the entire city limits of Burleson.

CCT shall keep the following hours of operation in the city of Burleson: Monday through Friday, 8:00 am to 5:00 pm., except no service will be provided on the following holidays: New Year’s Day, MLK Day, Good Friday, Memorial Day, Labor Day, Independence Day, Thanksgiving and the day after Thanksgiving, Christmas Eve, and Christmas Day. No service will be provided on the weekends.

Excluding hours of operation, the CCT policies and procedures for operation of the service, including the scheduling system, fares and passes, pick up windows, and other rules of use, will be applied uniformly throughout the city of Burleson and Johnson County.

Cleburne may amend the CCT policies and procedures as it deems necessary.





## City of Burleson

### City Council

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

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### AGENDA INFORMATION SHEET

**DEPARTMENT:** Public Works  
**DIRECTOR:** Eric Oscarson  
**DATE:** 05/16/2022

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#### SUBJECT

Consider approval of a resolution to request that the Regional Transportation Council place the City of Burleson in a City-only Membership Cluster. *(Staff Presenter: Tommy Ludwig, Deputy City Manager)*

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#### Attachments

Department Memo  
Staff Presentation  
Resolution

#### Respectfully submitted:

Tommy Ludwig  
Deputy City Manager  
tludwig@burlesontx.com  
817-426-9837



## CITY OF BURLESON

City Hall  
141 W. Renfro  
Burleson, Texas  
[www.burlesontx.com](http://www.burlesontx.com)

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### DEPARTMENT MEMO

**DEPARTMENT:** Public Works  
**FROM:** Eric Oscarson, Director of Public Works  
**MEETING:** May 16, 2022

**SUBJECT:**

Approve a resolution requesting that the regional transportation council place the City of Burleson in a city-only membership cluster (*Staff Presenter: Tommy Ludwig, Deputy City Manager*)

**SUMMARY:**

On February 21, 2022, City Council passed a resolution appointing certain members of City Council to regional transportation committees. The intent of this resolution was to get the City of Burleson more involved in the regional transportation discussion. Since then, staff is assisting Councilmember Johnson with applying for a seat on the executive board of NCTCOG; Mayor Fletcher, Councilmember Stanford and City staff met with TRTC Executive Director Victor Vandergriff; and staff is progressing with a possible meeting with Judge Harmon, the city's representative for the regional transportation committee (RTC).

The RTC is the Metropolitan Planning Organization for the region that determines the allocation of funding from state and federal levels. The RTC is made up of 44 seats that are divided amongst cities, city clusters, counties, county/city clusters, and transportation providers. These seats are dictated by population. The City of Burleson is currently in a county/city cluster with Judge Harmon being the representative.

In an effort to become more involved, the city needs to be moved from a county/city cluster to a city cluster. This will allow for the opportunity for a direct representation at RTC. In order to make such a change, the City must make a request to the RTC Bylaws Committee to change the city's designation.

Staff is recommending the approval of a resolution requesting that the regional transportation council place the City of Burleson in a city-only membership cluster.

**OPTIONS:**

1. Approve a resolution requesting that the regional transportation council place the City of Burleson in a city-only membership cluster.
2. Deny a resolution requesting that the regional transportation council place the City of Burleson in a city-only membership cluster.

**RECOMMENDATION:**

Staff recommends City Council to approve a resolution requesting that the regional transportation council place the City of Burleson in a city-only membership cluster.

**STAFF CONTACT:**

Name: Eric Oscarson  
Department: Public Works  
Email: [eoscarson@burlesontx.com](mailto:eoscarson@burlesontx.com)  
Phone: 817-426-9837





# REGIONAL TRANSPORTATION COMMITTEE RECLASSIFICATION

North Central Texas Council of Governments (NCTCOG)





# REGIONAL LEADERS

Desire of the City Council to be leaders in regional growth and development







# **City Council Participitaion**

**On February 21, 2022  
City Council passed a  
resolution appointing  
certain members of City  
Council to regional  
transportation  
committees**

**Mayor Fletcher - TRTC  
Councilmember Stanford - TRTC  
Mayor Pro Tem McClendon - RTC  
Councilmember Johnson - COG**

# RECENT UPDATES



**NCTCOG EXECUTIVE BOARD  
APPLICATION - COUNCILMEMBER V.  
JOHNSON**



**MEETING WITH TRTC EXECUTIVE  
DIRECTOR VICTOR VANDERGRIF**



**FUTURE MEETING WITH JUDGE  
HARMON - RTC REPRESENTATIVE**



# RTC

The Regional Transportation Committee is the independent transportation policy body of the Metropolitan Planning Organization. They oversee the metropolitan transportation planning process.



## **GUIDANCE**

- Guiding the development of multimodal transportation plans and programs.



## **FUNDS**

- Determining the allocation of federal, state and regional transportation funds.



## **COORDINATION**

- Ensuring transportation providers coordinate services.



## **COMPLIANCE**

- Ensuring the metropolitan area complies with state and federal laws and regulations regarding transportation and air quality.



## **RECOMMENDATION**

- Selecting transportation projects in some programs and recommending projects to the Texas Transportation Commission for other programs.





# RTC MAKEUP

## 44 SEATS ON RTC

- 27 seats held by individual Cities or City Clusters
- 10 seats held by County/City Clusters
- 7 seats held by Transportation Providers (DFW Aiport, TxDOT, NTTA, etc)
- Population dictates seats

## CURRENT CLASSIFICATION

- City of Burleson is part of a County/City Cluster with Johnson and Hood Counties, Cleburne, Keene, Joshua, and Granbury
- Only County Elected Officials may be the representative for County/City Clusters
- Judge Harmon is the representative for our cluster.



# CHANGE

## INVOLVEMENT

- Only County Elected Officials can be a representative for a County/City Cluster
- In City Clusters, the representative may be from any participating member city.
- City Clusters representatives are appointed by the Mayors of the Cities
- Votes being based on population

## RECLASSIFICATION

- City may request a change from County/City Cluster to a City Cluster
- Request must be made to the RTC Bylaws Subcommittee.
- Change would allow for the City to have a direct representative on the RTC
- Current configuration does not allow for direct seat on RTC

# PROPORTIONATE SHARE

Current Classification

One Vote

<u>Johnson County</u>	168,890
Burleson	44,860
Cleburne	30,230
Keene	6,290
Joshua	6,770
<u>Hood County</u>	65,060
Granbury	<u>9,520</u>
<b>Combined Johnson and Hood Population</b>	<b>233,950</b>

Requested Classification

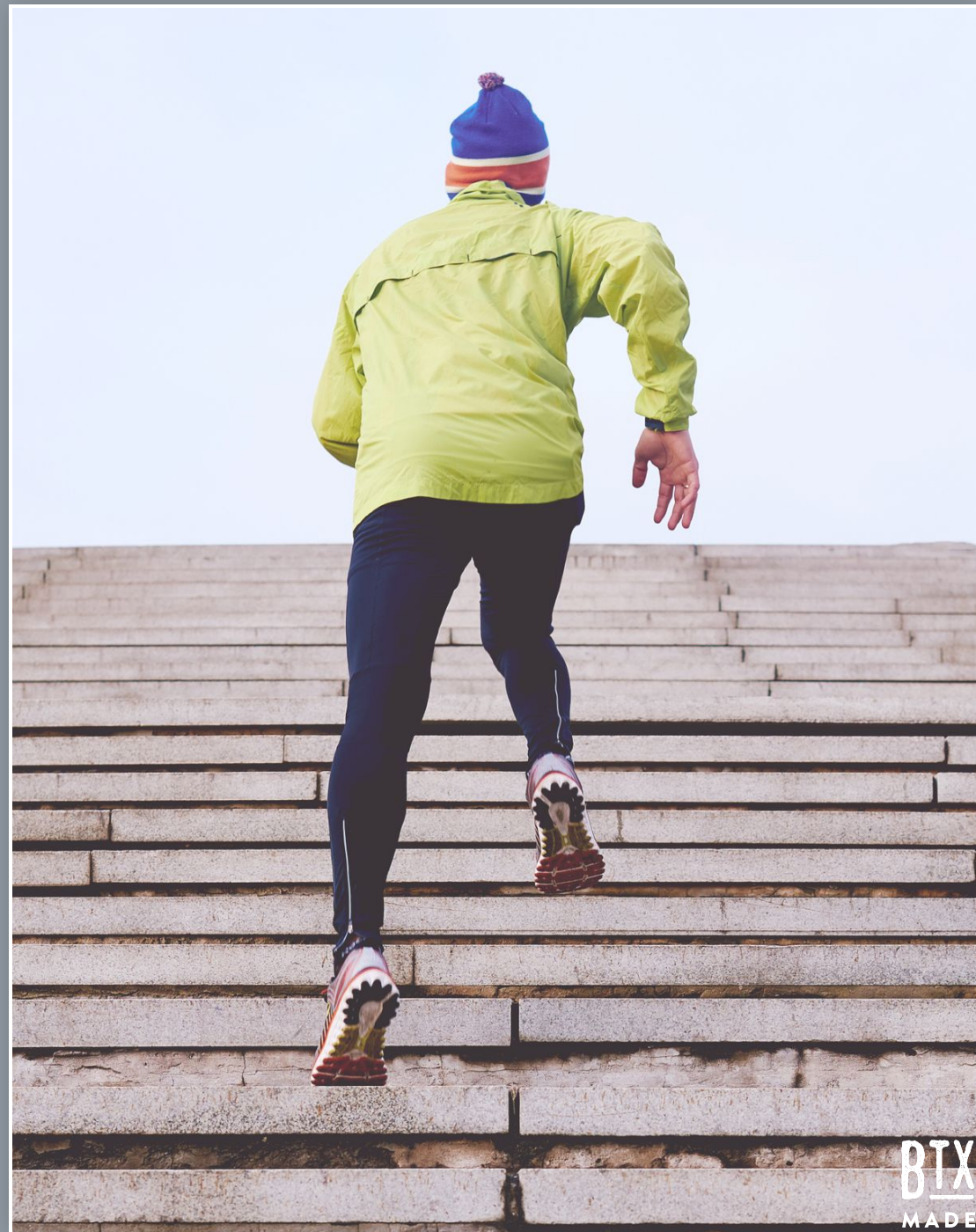
One Vote

Mansfield	65,660
Benbrook	22,760
Forest Hill	12,840
Crowley	14,660
Everman	6,090
Kennedale	7,420



# OPTIONS

- APPROVE A RESOLUTION TO REQUEST THAT THE REGIONAL TRANSPORTATION COUNCIL PLACE THE CITY OF BURLESON IN A CITY-ONLY MEMBERSHIP CLUSTER
- DENY A RESOLUTION TO REQUEST THAT THE REGIONAL TRANSPORTATION COUNCIL PLACE THE CITY OF BURLESON IN A CITY-ONLY MEMBERSHIP CLUSTER





# QUESTIONS?

- QUESTIONS FOR STAFF?



## **RESOLUTION**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, REQUESTING THAT THE REGIONAL TRANSPORTATION COUNCIL PLACE THE CITY OF BURLESON IN A CITY-ONLY MEMBERSHIP CLUSTER.**

**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 is a member of North Central Texas Council of Governments Regional Transportation Council (RTC); and

**WHEREAS**, membership on the RTC is provided to local governments either by direct membership or by representation; and

**WHEREAS**, membership on the RTC through representation is through a membership cluster, which is a group of RTC members that share a seat on the RTC; and

**WHEREAS**, the RTC bylaws provide for two types of membership clusters, one with only cities and the other that includes counties and cities; and

**WHEREAS**, the RTC bylaws provide that in membership clusters that include counties and cities, only the counties within the cluster are eligible to hold the RTC seat for the cluster; and

**WHEREAS**, the RTC bylaws further provide that in membership clusters that include only cities, all cities within the cluster are eligible to hold the RTC seat for the cluster; and

**WHEREAS**, the City is currently in a county and city membership cluster that includes Johnson County, Hood County, and the cities of Cleburne, Keene, Joshua, and Granbury; and

**WHEREAS**, the City desires greater participation in the RTC; and

**WHEREAS**, the City desires that the RTC include it in a city-only membership cluster, preferably in the membership cluster of the cities of Mansfield, Benbrook, Forest Hill, Crowley, Everman, and Kennedale; and

**WHEREAS**, the City desires that this resolution serve as a formal request to the RTC to move it from its current membership cluster to a city-only membership cluster.

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

#### **Section 1.**

The City of Burleson formally requests that the North Central Texas Council of Governments

Regional Transportation Council remove it from its current membership cluster and place it in a city-only membership cluster, preferably in the membership cluster of the cities of Mansfield, Benbrook, Forest Hill, Crowley, Everman, and Kennedale.

**Section 2.**

The City Manager is hereby directed to deliver a copy of this resolution to the North Central Texas Council of Governments Regional Transportation Council.

**Section 3.**

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

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

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

ATTEST:

APPROVED AS TO LEGAL FORM:

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

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



## City of Burleson

### City Council

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

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### AGENDA INFORMATION SHEET

**DEPARTMENT:** Legal  
**DATE:** 05/16/2022

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#### SUBJECT

Consider approval of a resolution authorizing the Texas Coalition for Affordable Power to negotiate an electric supply agreement effective January 1, 2023, on the City's behalf and authorize the City Manager to execute the subsequent contract. *(Staff Presenter: Justin Scharnhorst, Purchasing Manager)*

---

#### Attachments

Department Memo  
Staff Presentation  
Resolution  
Professional Services Agreement

#### Respectfully submitted:

Justin Scharnhorst  
jscharnhorst@burlesontx.com  
817-426-9646





**CITY OF BURLESON**  
**City Council**

---

**DEPARTMENT MEMO**

**DEPARTMENT:** Legal Department  
**FROM:** Justin Scharnhorst  
**MEETING:** May 16, 2022

**SUBJECT:**

Consider approval of a resolution authorizing the Texas Coalition for Affordable Power to negotiate an electric supply agreement effective January 1, 2023, on the City's behalf and authorize the City Manager to execute the subsequent contract. *(Staff Presenter: Justin Scharnhorst, Purchasing Manager)*

**SUMMARY:**

**What is TCAP?**

TCAP is a non-profit, political subdivision corporation, owned and controlled by its 169 political subdivision members, the vast majority of whom are cities. TCAP formed from the merger of Cities Aggregation Power Project ("CAPP") and South Texas Aggregation Project ("STAP"), began shortly before retail deregulation became effective on January 1, 2002. TCAP is governed by a 15 member board of directors, all of whom must be city employees or elected city officials. Typically, board members have been mayors, city managers, assistant city managers, finance directors or city attorneys.

**Market Benefits of TCAP**

An individual city, citizen or commercial customer can only purchase power directly from a Retail Electric Provider ("REP") REPs cannot generate electricity, nor can they own wires. Because TCAP is a political subdivision corporation, it is allowed to go into the wholesale market for its energy contracts. Required by law to have an REP, TCAP contracts separately for billing services only with its REP and does not require any energy contract services from the REP. This bifurcated contract serves to save additional money for TCAP members. In a typical arrangement, a broker or a REP would hand a form contract to an individual consumer. In the case of TCAP, due to its size and load profile, suppliers are willing to negotiate contract terms that are beneficial to TCAP members, enabling the refunds members have received, special terms for adds and deletes of meters, including an ability to add new loads at current market prices even if the market price is lower than the price of the master agreement.

**TCAP's benefits regarding pricing**

TCAP's membership consumes approximately 1.2 billion kWh. The value of the aggregated load is extremely appealing to wholesale market participants, enabling TCAP to get the market competitive pricing at any particular moment.

**Contract Requirements**

There is no legal requirement that a city engage in a competitive bidding process prior to contracting for electricity. The primary expectation of contracting for wholesale energy in a deregulated energy market is that a purchaser sign a contract accepting a particular offered price within 24 hours of receipt of the offer. NYMEX gas futures prices change daily, and since gas prices drive electricity prices, it is unlikely that any given price quote for wholesale electricity during a given period will remain open for more than a day. TCAP members are expected to immediately execute a contract once TCAP's supplier is able to lock in a price at or below the benchmark prices.

### **Resolution's Objective**

The resolution is to adopt a professional services agreement and authorize the city to sign an electricity contract beginning January 1, 2023. The professional services agreement outlines the services that TCAP provides its members. This agreement also allows for a TCAP member to participate in SHP purchasing which allows for shorter term contracting instead of the traditional five year contract.

### **Options:**

- 1). Approve the resolution
- 2). Deny the resolution and provide staff guidance

### **Recommendation:**

Approve resolution and authorize the City Manager to execute a professional services contract that would allow TCAP to enter into and negotiate a contract on the City's behalf

### **Fiscal Impact:**

Budgeted Y/N: Y

Fund Name:

Full Account #s: Various

Amount:

### **Staff Contact:**

Name: Justin Scharnhorst, Purchasing Manager

Department: Legal Department

Email: jscharnhorst@burlesontx.com

Phone: 817-426-9646



# Texas Coalition of Affordable Power

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May 16, 2022

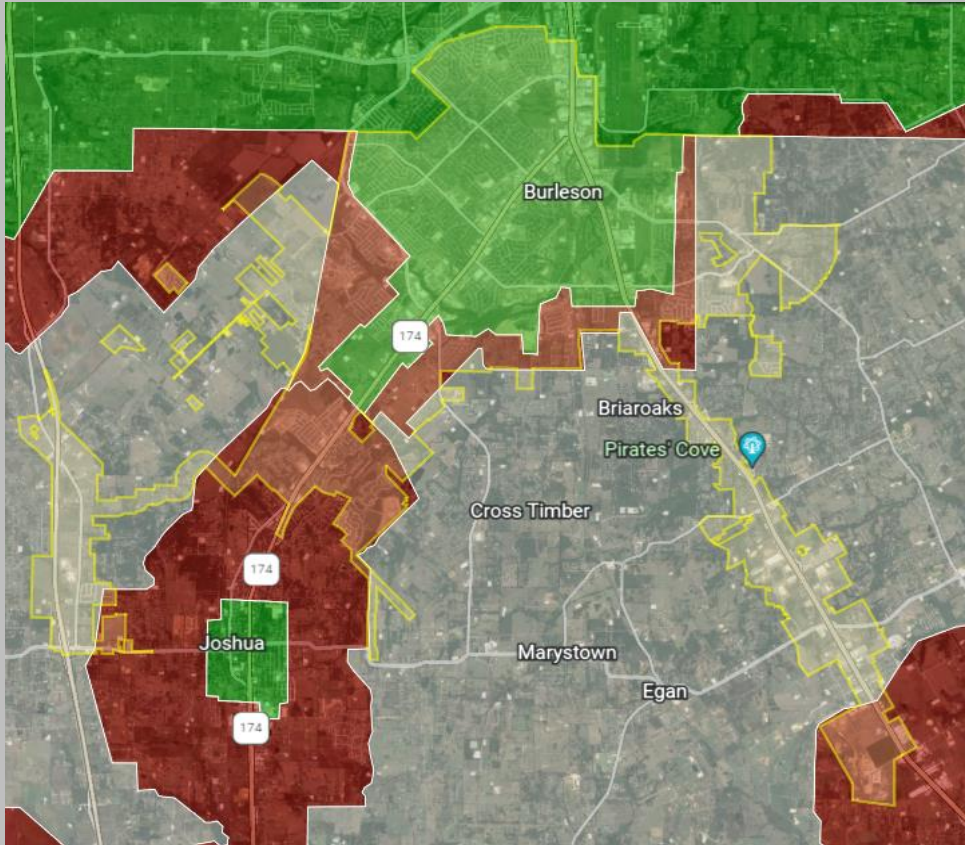
# Background

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- By resolution, the city has selected Texas Coalition of Affordable Power (TCAP) to negotiate it's energy contract since 2001
- Chapter 252.022 (a)(15) of the local government code exempt electricity from competitive bidding procedures
- This contract supports 122 of the 147 meters in the City.
  - Average 77% of the City's annual consumption



# Coverage Area



- Yellow – City of Burleson
- Red – Shared Oncor PUC areas
- Green – Oncor PUC areas

TCAP encompasses the area that is Green. United Cooperative Services provides services in all other areas of the City.

# Five-Year History

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Year	kWh Rate	Total kWh	TDSP	Total Cost
2021	3.684	7,121,737	\$ 524,694.07	\$ 815,708.73
2020	3.684	7,267,879	\$ 493,854.27	\$ 787,908.85
2019	3.684	6,940,242	\$ 480,667.40	\$ 755,251.91
2018	3.684	7,149,586	\$ 472,864.16	\$ 755,404.02
2017	7.4*	7,406,765	\$ 472,816.00	\$ 1,052,304.27

- Average 59% of current and future rates are contributed to TDSP (Oncor)
- Rates prior to 2018 were 7.4 kWh
- Estimated market rates in 2023 will be 5.994%

\* previous contract rates

# Why TCAP?

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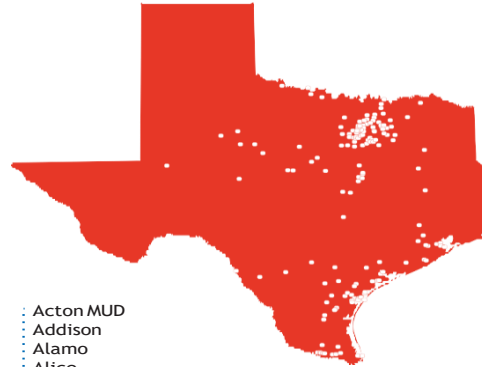
- Strength of numbers:
  - They have the ability to negotiate better electricity contracts than would be available to any one member acting alone by leveraging economies of scale
  - Staff and consultants have over 200 years of combined experience in the energy industry, successfully negotiating favorable electric contracts for members since the market was deregulated
  - Energy Audits - GEXA Energy Solutions, a partner with TCAP will conduct an energy audit of facilities and provide feedback on possible energy conservation measures at no cost
  - Since 2010 TCAP has returned over \$73,000 of surplus funds back to the City
  - TCAP is a non-profit created by and for Texas municipalities that has 168 partners that is able to go directly to the wholesale market

# Peer Cities



## Texas Coalition for Affordable Power

168 Members Across Texas



Acton MUD  
Addison  
Alamo  
Alice  
Allen  
Anna  
Aquila Water Supply  
Aransas County MUD  
Argyle  
Aubrey  
Austwell  
Bangs  
Bay City  
Beeville  
Bellmead  
Belton  
Benbrook  
Benbrook Library District  
Benbrook Water Authority  
Bishop  
Brownwood  
Burkburnett  
Burleson  
Calhoun Port Authority  
Carrizo Springs  
Cedar Hill  
Celina  
Chandler  
Clute  
Colleyville  
Commerce  
Corinth  
Corpus Christi  
Corpus Christi Housing Authority  
Corpus Christi Regional  
Transit Authority  
Dalworthington Gardens  
Decatur  
Denison  
DeSoto  
Dickinson

Dilley  
Dublin  
Duncanville  
Eagle Pass  
Eastland  
Edgecliff Village  
Edna  
Eulless  
Everman  
Falfurrias  
Farmersville  
Fate  
Flower Mound  
Forest Hill  
Forney  
Frisco  
Fulton  
George West  
Godley  
Grand Prairie  
Grapevine  
Haltom City  
Hamilton  
Harker Heights  
Harlingen  
Harlingen Housing Authority  
Henrietta  
Hidalgo County  
Highland Park  
Howe  
Hurst  
Ingleside  
Ingleside on the Bay  
Iowa Colony  
Iowa Park  
Jackson County Emergency  
Services District #3

Johnson County SUD  
Kaufman  
Keller  
Kemah  
Kenedy  
Kennedale  
Kingsville  
Lacy Lakeview  
La Feria  
La Marque  
Laguna Vista  
Lake Jackson  
Lancaster  
Lewisville  
Lorena  
Lovelady  
Lyford  
Manvel  
McAllen  
McAllen Housing Authority  
Mercedes  
Merkel  
Midlothian  
Mission  
Mission Housing Authority  
Montgomery County ESD #8  
Murphy  
North Richland Hills  
Oak Point  
Odem  
Odessa  
Orange Grove  
Ovilla  
Palestine  
Palmer  
Palm Valley  
Pantego  
Parker  
Paris  
Pleasanton  
Point Comfort  
Port Aransas  
Port Lavaca  
Portland  
Premont  
Prosper  
Refugio  
Richland Hills  
Roanoke  
Robinson  
Rockport

Rockwall  
Rotan  
Rowlett  
Royse City  
Sachse  
Saginaw  
San Angelo  
San Juan  
San Patricio CAD  
Seadrift  
Sherman  
Sinton  
Snyder  
South Padre Island  
South Texas Water Authority  
Spring Valley Village  
Springtown  
Sugar Land  
Sunnyvale  
Sweetwater  
Taft  
Terrell  
The Colony  
Tomball  
Trophy Club  
Tuscola  
University Park  
Upper Leon River MWD  
Venus  
Vernon  
Victoria  
Walnut Creek SUD  
Watauga  
Webster  
White Settlement  
Wichita Falls  
Wilmer  
Willow Park  
Woodsboro  
Woodway  
Wylie



Texas Coalition for Affordable Power

[info@tcaptx.com](mailto:info@tcaptx.com)



# Energy Options

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- Since TCAP's beginnings, the only option for contracting has been multi-year fixed contracts.

## Benefits of fixed price contracts:

- Sustainable
- Future price certainty for budgetary purposes

## Drawbacks on fixed price contract:

- The longer into the future a buyer makes a decision to fix their energy price, the decision has more risk because of the volatile market.

# Contract Evaluation

---

- TCAP offers two different methods of procuring energy contracts:
  - Fixed price
  - Strategic hedging contracts
- Since the market changes daily, securing a three year contract and moving to a hedging program, staff believes there will be an equitable balance for a short term agreement and migrating to the SHP

# Energy Market

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## SHP Goals:

- Reduces risks in volatile markets
- TCAP releases monthly bids into the wholesale market to get the SHP pricing
- In the event there are rapidly rising prices, TCAP by contract would look to a fixed price contract and revert back to fixed cost. This method has worked favorably based on historical data
- Of the 168 agency members, 156 are in the SHP program with the ability to revert back to fixed price contract anytime the market becomes unfavorable

# Timeline

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# Options

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- 1) Approve a resolution authorizing the City Manager to execute a professional services contract that would allow TCAP to enter into the market and negotiate a contract on the City's behalf. **(Staff Recommendation)**
- 2) Deny a resolution authorizing the City Manager to execute a professional services contract that would allow TCAP to enter into the market and negotiate a contract on the City's behalf.
- 3) Issue a competitive solicitation
  - The aggregate total would be solely the City's usage, not the collective aggregate of the members
  - Timeframe could not be favorable given the proximity to the start date of a new contract
  - No guarantee of a cheaper cost for option 3 and 4
- 4) Broker Services
  - Staff could engage a broker to engage the market to negotiate an energy contract on the City's behalf
  - Brokers would canvas the retail electric provider (REP) marketplace in search of an cost plus energy contract

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, AUTHORIZING TCAP TO NEGOTIATE AN ELECTRIC SUPPLY AGREEMENT; AUTHORIZING TCAP TO ACT AS AN AGENT ON BEHALF OF THE CITY TO ENTER INTO A CONTRACT FOR DELIVERIES OF ELECTRICITY EFFECTIVE ON OR AFTER JANUARY 1, 2023; AND COMMITTING TO BUDGET FOR ENERGY PURCHASES AND TO HONOR THE CITY'S COMMITMENTS TO PURCHASE POWER FOR ITS ELECTRICAL NEEDS THROUGH TCAP; APPROVING THE PROFESSIONAL SERVICES AGREEMENT.**

**WHEREAS**, TCAP members work collaboratively with the assistance of attorneys and procurements experts hired by TCAP to negotiate stable, reliable electric power; and

**WHEREAS**, the negotiation for electricity by the corporation should result in more stable electricity costs to the City of Burleson, Texas; and

**WHEREAS**, TCAP has prepared a Professional Services Agreement ("PSA"), attached as Exhibit A, that, in addition to enumerating services and benefits to members of TCAP, provides TCAP with specific authority to procure power in the wholesale market on behalf of members; and

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

Section 1. The recitals contained in the preamble of this Resolution are determined to be true and correct and are hereby adopted as a part of this Resolution.

Section 2. That the City Manager or Mayor is authorized to sign TCAP's Professional Services Agreement attached as Exhibit A which allows the City to participate in SHP purchasing at a time that is agreeable to the City and TCAP.

Section 3. The TCAP Board of Directors and its consultants and advisors are agents authorized to negotiate for the City's electricity needs as a member of TCAP for the period beginning no earlier than January 1, 2023.

Section 4. Assuming this resolution is passed and NextEra is able to provide TCAP an opportunity prior to January 1, 2023 to contract for power to be delivered to the City, any one of the following individuals is hereby authorized to sign an electric supply agreement for the City within 24 hours of receipt of a contract that has been approved and recommended by the TCAP Board of Directors: City Manager, or Deputy City Manager.

Section 5. The City will commit to purchase power to meet all of its electricity needs eligible for competition pursuant to the TCAP approved supply agreement and approve funds

necessary to pay electricity costs proportionate to the City's load under the supply agreement (whether wholesale or retail) arranged by TCAP and signed by TCAP's Executive Director or President or other TCAP representatives authorized by the TCAP Board.

Section 6. All Resolutions and parts thereof in conflict herewith are hereby expressly repealed insofar as they conflict herewith.

Section 7. That if any one or more sections or clauses of this Resolution is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remaining provisions of this Resolution and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

Section 8. This Resolution shall take effect immediately from and after its adoption and it is accordingly so resolved.

Section 9. A copy of this Resolution along with the Professional Services Agreement shall be sent to the Executive Director of Texas Coalition of Affordable Power.

PRESENTED AND PASSED on this the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by a vote of \_\_\_\_\_ ayes and \_\_\_\_\_ nays at a regular meeting of the City Council of the City of Burleson, Texas.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Printed Name

ATTEST:

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

\_\_\_\_\_  
Printed Name

APPROVED AS TO FORM:

City Attorney

BY \_\_\_\_\_

\_\_\_\_\_  
Printed Name

Exhibit A

PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITY OF BURLESON, TEXAS AND TEXAS COALITION FOR AFFORDABLE  
POWER, INC.

This Professional Services Agreement (“AGREEMENT”) is made and entered by and between Texas Coalition for Affordable Power, Inc. (“TCAP”), a non-profit, political subdivision corporation, and CITY OF BURLESON, TEXAS (“MEMBER”), a TCAP member.

**SECTION 1 DURATION:**

This AGREEMENT becomes effective as of signing by MEMBER and shall remain effective as long as MEMBER is being served by TCAP and MEMBER’s electric load included in a current TCAP procurement.

**SECTION 2 PURPOSE OF AGREEMENT:**

The purpose of this AGREEMENT is to define services and obligations of TCAP to MEMBER and obligations of MEMBER to TCAP and other members. In furtherance of this AGREEMENT, MEMBER will enter into a Commercial Electric Service Agreement (“CESA”) with a retail electric provider (“REP”) selected by TCAP pursuant to the terms set forth herein; provided that nothing in this AGREEMENT is intended to alter the price or other terms of MEMBER’s current CESA in effect through December 31, 2022.

**SECTION 3 OBLIGATIONS OF TCAP TO MEMBER:**

MEMBER authorizes TCAP to contract for the purchase of energy for MEMBER in the wholesale market from an energy manager selected by TCAP (“Energy Manager”) and to select an acceptable, cost-beneficial REP to serve MEMBER’s electric accounts. TCAP shall provide procurement services, which services shall consist of securing wholesale power for MEMBER through an alternative procurement strategy, such as TCAP’s Strategic Hedging Program (“SHP”), as may be authorized and defined by TCAP’s Board of Directors. MEMBER may elect to consider fixed-price, fixed-term offers for wholesale power supply, such election to be communicated to TCAP separately in writing by providing an Authorized Election Form to TCAP, the form of which has been attached to this AGREEMENT as Exhibit A. If MEMBER has provided to TCAP an Authorized Election Form, TCAP’s procurement services to MEMBER shall also consist of arranging fixed-price, fixed-term offers to MEMBER following solicitation of competitive offers. TCAP consultants and attorneys will negotiate terms and conditions of all contracts, monitor performance of Energy Managers and REPs, work to avoid and remedy problems that may be encountered by MEMBER where possible, assist MEMBER with wires company issues, and represent MEMBER in energy related matters before State agencies, the courts or legislature. TCAP will provide additional customer services to MEMBER that are defined in SECTION 5.



#### **SECTION 4 OBLIGATIONS AND RIGHTS OF MEMBER:**

MEMBER will honor the terms of its CESA and promptly pay or promptly dispute invoices from its REP. MEMBER will comply with the confidentiality and non-disclosure obligations contained in its CESA and Section 7 of this AGREEMENT. MEMBER will designate one or more individuals to receive notices and updates from TCAP and will promptly update contact information. MEMBER will pay aggregation fees to support the non-profit functions of TCAP assessed annually by the TCAP Board of Directors and recovered as part of the energy charges paid to REP. Also, MEMBER will pay or receive refunds equal to the Quarterly Adjustment and the Annual Adjustment mutually agreed upon by TCAP and the Energy Manager to address certain variable costs and charges, including costs imposed by ERCOT, such payment or receipt of funds subject to the reserve account as further described herein. TCAP members will fund, and TCAP will maintain and administer, a reserve account to facilitate the reconciliation of any Quarterly Adjustments or Annual Adjustments by collecting any excess amounts paid and/or paying any deficient amounts incurred (as possible). The reserve account balance will be maintained at a minimum level to cover anticipated future needs for up to two (2) years. The TCAP Board may vote to refund to members amounts in excess of future anticipated needs. Any monies remaining in the reserve account at the dissolution of TCAP will be refunded to current membership at the time of dissolution. TCAP is owned and controlled by its members and is governed by a Board of Directors consisting of employees or elected officials of members. Consistent with TCAP's Bylaws, each MEMBER has a right to nominate its representative to serve on the Board of Directors and has a right to vote in annual elections of Board members. MEMBER has a right to attend or monitor each Board meeting. TCAP has a financial audit performed each year and MEMBER has a right to a copy of the annual audit upon request.

#### **SECTION 5 TCAP SERVICES TO MEMBER:**

##### **A. Procurement of Energy Supplies and REP Services**

##### **1. TCAP Procurement Services and Capabilities**

TCAP will assist prospective members in reviewing market conditions and in estimating the most price opportune time to contract for energy supplies. TCAP will work with MEMBER to achieve a competitive price that balances supply security and risk tolerance while maintaining superior billing and customer services. As a political subdivision corporation, offering electricity procurement to political subdivisions, TCAP has the ability to procure wholesale energy supplies and REP services separately to secure the most effective combination of competitively priced energy supplies and superior billing and customer services. TCAP may utilize either wholesale or retail sources of power, or some combination of both. TCAP may utilize multiple suppliers with different generation resources. TCAP will solicit bids from multiple sources for energy supplies. TCAP aggregates the load of all members to maximize clout in negotiating contract terms. TCAP's objective in negotiations with suppliers is to continue obtaining favorable terms

regarding band widths for annual usage based on total load of all members (rather than based on MEMBER's individual load) and to minimize fees for adding or deleting accounts. TCAP will monitor the wholesale and retail markets for favorable hedging opportunities. TCAP will also monitor, evaluate and issue requests for proposals for power development opportunities beneficial to its MEMBERS, including renewable projects (each, a "Power Project").

## **2. MEMBER Procurement Options**

If MEMBER elects a fixed-price contract for a fixed period by submitting an Authorized Election Form, TCAP will function as MEMBER'S agent in the wholesale energy marketplace in soliciting, evaluating and negotiating each such fixed-price contract. Absent an election, MEMBER shall participate in other procurement strategy options offered by TCAP, such as TCAP's SHP, and TCAP will function as MEMBER's electric energy procurer. As such, TCAP will (i) oversee the Energy Manager, (ii) will direct the Energy Manager to solicit wholesale energy market quotes, (iii) will cause the Energy Manager to transact at the most favorable executable market quotes and (iv) will negotiate and develop the Energy Price in MEMBER'S CESA (the "CESA Energy Price"). The CESA Energy Price shall be developed and agreed upon by TCAP, the Energy Manager and the REP and shall include the wholesale energy market transactions as well as Energy Manager's estimate of any non-fixed charges, including zonal congestion charges, ancillaries service charges, and other charges in connection with MEMBER'S load. If MEMBER elects to purchase power from a Power Project solicited and chosen by TCAP via a competitive RFP process (or other similar process), TCAP will function as MEMBER'S electric energy procurer, and will direct the Energy Manager to include the value of the power procured from such projects in the development of MEMBER'S CESA price.

## **B. Customer and Billing Services Provided by TCAP**

### **1. REP Portal**

TCAP consultants oversee the development and presentation of the REP's portal for TCAP members; the REP will be responsible for operation of the portal. TCAP provides training and assistance regarding portal use.

### **2. REP Customer Service**

TCAP negotiates with the REP regarding service standards and annually reviews REP performance. TCAP maintains a right to replace a REP for unsatisfactory performance without affecting the price of wholesale power, so long as the replacement REP has a credit rating acceptable to the Energy Manager. TCAP continuously monitors customer billings and will alert both the REP and MEMBER, when appropriate, of any billing errors and the adjustments needed to ensure accurate and reliable billings to MEMBER. TCAP will advocate on behalf of MEMBER when needed to resolve billing or customer service issues.

TCAP will review customer billings and make MEMBER aware of inactive accounts that MEMBER may be able to disconnect to save monthly charges.

### **3. TCAP Assistance with Budgets and Required Filings and Assistance with TDSP Issues**

TCAP monitors Public Utility Commission (“PUC”) and ERCOT activity and will provide MEMBER a forecast of changes in non-bypassable charges that may impact MEMBER’s annual budget estimates. TCAP will prepare an annual electricity cost estimate for MEMBER. TCAP will assist MEMBER in preparation of energy related reports that may be necessary for MEMBER to file in response to legislative or agency mandates. TCAP will assist MEMBER in understanding non-bypassable charges included in REP invoices, and assist in resolving issues caused by errors of MEMBER’S Transmission and Distribution Service Provider (“TDSP” aka “wires company”).

### **4. Information Services**

TCAP maintains a member web site, [www.tcaptx.com](http://www.tcaptx.com). In addition to regular blog postings on energy news relevant to MEMBER, TCAP has prepared and posted major reports on the history of deregulation in Texas and a history of ERCOT. TCAP consultants continuously monitor the Nymex gas market, ERCOT energy market, and economic conditions that may affect MEMBER, as well as activities at the PUC and ERCOT. Important trends are noted in consultant reports to the Board of Directors and are attached to Board Minutes. TCAP’s Executive Director prepares and distributes a monthly newsletter and coordinates TCAP activities with various city coalitions and Texas Municipal League (“TML”). The Executive Director monthly newsletters will also include important or trending issues in the energy markets.

### **5. Demand Response, Distributed Generation and Cost Savings Strategy**

TCAP will work with relevant service providers to make available to MEMBER competitive demand reduction programs that facilitate MEMBER’s participation in TDSP and ERCOT cost reduction strategies approved by the PUC. Upon request, TCAP will monitor and evaluate demand reduction program performance metrics. TCAP will assist MEMBER in reviewing, analyzing and developing distributed generation programs that can reduce wires and energy costs and/or provide backup power to specific facilities. TCAP will assist MEMBER in meeting renewable energy goals established by MEMBER, including behind-the-meter solar projects and local wind projects.

### **6. Regulatory and Legislative Representation**

TCAP will provide representation and advocacy services on energy issues relevant to MEMBER in regulatory and legislative areas including, but not limited to, ERCOT stakeholder meetings, PUC projects and dockets, and legislative actions.

## **7. Strategic Hedging**

To the extent that there is sufficient interest and commitment of load of TCAP members within an ERCOT zone, and to the extent MEMBER has not elected a fixed-price contract for a fixed period, MEMBER will perpetually (subject to potential charter or ordinance constraints on length of contracts) commit to two-year participation obligations. MEMBER may terminate participation in the SHP, without energy price penalties and with minimal other termination fees, by providing sufficient notice as set forth herein (Section 6). A SHP price will be determined at least 9 months prior to the effective date of the price by averaging the winning bids from periodic competitive auctions that occur throughout the 24 months preceding the effective date. TCAP will direct Energy Manager to conduct the periodic competitive auctions. TCAP will have the right to audit the auction results. The auction process will be designed to identify competitively priced energy supplies from a variety of creditworthy suppliers, resulting in prices that are rarely, if ever, significantly above prevailing market prices and that should generally be less than pricing for long-term fixed priced contracts (when evaluated from a common contract start date and term). Designed to take advantage of the characteristics of the nation's well supplied energy markets, the SHP will also be flexible enough to respond to market changes when and if they occur in the future. Participation in the SHP may be viewed as a series of 24 -month forward year-to-year contracts for as long as desired by MEMBER. If MEMBER participates in the SHP, MEMBER agrees that TCAP is authorized to direct Energy Manager to procure electric energy in the wholesale market on MEMBER's behalf and that TCAP is authorized to commit MEMBER's load to periodic competitive auctions.

### **SECTION 6 MEMBER RIGHT OF TERMINATION:**

#### **A. Fixed-Term, Fixed-Price Contract**

MEMBER may terminate a CESA prior to the end-of-term specified in a contract subject to payment of "Liquidated Damages" prescribed in MEMBER's CESA. If MEMBER commits to a fixed multi-year term, fixed-price contract and wants to terminate the agreement prior to the end of the fixed multi-year term, liquidated damages will be based on the differential in the price of electric energy futures contracts used to support the fixed-price agreement and the price of comparable electric energy contracts at time of termination and shall also include damages prescribed herein and in the CESA, as applicable. If electric energy prices are lower at the point of termination than they were at time of contracting, MEMBER should expect to pay energy price damages upon early termination. In any event, any termination payment will be calculated and assessed in accordance with MEMBER's CESA.

#### **B. Strategic Hedging Program**

Since the SHP is based on a series of one-year term contracts, MEMBER is entitled to exit the program so long as notice of termination can be given prior to inclusion of MEMBER's load in the competitive auction process for a future year's price. TCAP will periodically notify MEMBER of expected procurement schedules and provide no less than 90 days

prior notice of any upcoming solicitation, and MEMBER may notify TCAP that it wants to exclude its load from the competitive auction process by giving notice at least 60 days prior to the next procurement date. Termination of involvement in SHP without appropriate notice will require calculation of damages as prescribed by CESA under Edison Electric Institute (“EEI”) principles with the intent of making the REP and Energy Manager whole for the termination. Liquidated damages will be based on the differential in the price of electric energy futures contracts used to support the SHP price and the price of comparable electric energy contracts at time of termination and shall also include damages prescribed herein and in the CESA, as applicable. If electric energy prices are lower at the point of termination than they were at time of contracting, MEMBER should expect to pay energy price damages upon early termination. In any event, any termination payment will be calculated and assessed in accordance with MEMBER’s CESA.

### **C. Participation in Power Projects**

If MEMBER has chosen to purchase power from a Power Project through TCAP, in accordance with a signed Project Addendum attached to MEMBER’S CESA, MEMBER’s termination rights with respect to its commitment to purchase power from the Power Project shall be contained in the Project Addendum.

### **SECTION 7 CONFIDENTIALITY:**

MEMBER is a governmental body subject to public information laws, including Chapter 552 of the Texas Government Code. If MEMBER receives a valid request under applicable public information laws for information related to this AGREEMENT or its CESA, it shall provide TCAP notice of the request including a description the information sought prior to MEMBER’s release of information so that TCAP has the opportunity to determine whether such information is subject to an exception as trade secret, competitive, commercial, or financial information. With the exception of the preceding disclosures pursuant to public information laws, a Party (that party, the “Receiving Party”) shall keep confidential and not disclose to third parties any information related this AGREEMENT, except for disclosures to Authorized Parties or as otherwise required by law; and provided that MEMBER authorizes TCAP to provide Energy Manager and REP with any relevant information concerning MEMBER’s account, usage and billings. The provisions of this Section 7 apply regardless of fault and survive termination, cancellation, suspension, completion or expiration of this AGREEMENT for a period of two (2) years. “Authorized Parties” means those respective officers, directors, employees, agents, representatives and professional consultants of MEMBER and TCAP and each of their respective affiliates that have a need to know the confidential information for the purpose of evaluating, performing or administering this AGREEMENT.

### **SECTION 8 PARAGRAPH HEADINGS:**

The paragraph headings contained in this AGREEMENT are for convenience only and shall is no way enlarge or limit the scope or meaning of the various and several paragraphs.



## **SECTION 9 COUNTERPARTS:**

This AGREEMENT may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

## **SECTION 10 DEFINITIONS:**

**“Annual Adjustment”** shall mean either a credit to MEMBER for the over-collection of funds, or a charge to MEMBER for under-collection of funds, related to Power Project settlements, if applicable. For those MEMBERS that participate in SHP, the Annual Adjustment shall also include (i) adjustments related to the loss factor for each specific ERCOT zone and (ii) adjustments related to load reconciliation as determined by TCAP, the Energy Manager and the REP.

**“Energy Manager”** means the wholesale market participant selected by TCAP to conduct SHP procurements at TCAP’s direction, in accordance with Section 5A and Section 7 of this Agreement. The Energy Manager may sell all or a portion of the required wholesale energy to TCAP or TCAP’s REP.

**“Power Project”** means a power generation project identified by TCAP to supply electric energy to one or more TCAP Members.

**“Project Addendum”** means the Addendum for a Power Project, if any, signed and attached as an Exhibit to MEMBER’S CESA.

**“QSE Services Fee”** means the QSE Services Fee in affect during the Delivery Term, as agreed between TCAP and Energy Manager.

**“Quarterly Adjustment”** shall mean either a credit to MEMBER for the over-collection of funds, or a charge to MEMBER for under-collection of funds, related to (i) ERCOT zonal congestion charges and (ii) ancillary services charges and other charges imposed by governmental agencies or ERCOT upon wholesale suppliers or REPs under statutes, regulations or courts for services within ERCOT zones. Said charges or refunds will be proportional to MEMBER’s relative contribution to TCAP load within specific ERCOT zones.

**“Retail Electric Provider” or “REP”** means the Retail Electric Provider that is party to (i) the REP Services Agreement with TCAP and (ii) the CESA between itself and MEMBER for the provision of retail electric service.

**“Strategic Hedging Program” or “SHP”** means an energy procurement strategy approved by TCAP’s Board of Directors, overseen by TCAP’s designated consultants, and administered by TCAP’s appointed Energy Manager, whereby wholesale energy is solicited and procured at agreed upon intervals, as directed by TCAP.

**EXECUTED** on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**MEMBER:**

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

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

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

**TCAP:**

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

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

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

EXHIBIT A

MEMBER'S AUTHORIZED ELECTION FORM

MEMBER hereby grants TCAP Authorization to solicit, evaluate, and select fixed-price, fixed-term power supply offers for the purpose of fixing all or a portion of MEMBER'S Energy Price for all or a portion of MEMBER'S CESA Term, in accordance with the terms below:

Fixed Price Term Start Date: January 1, 2023

Fixed Price Term End Date: December 31, 2025

Fixed Price not to exceed \$\_\_\_\_\_ / MWh

Upon TCAP's selection of a winning fixed-price, fixed-term offer, MEMBER authorizes TCAP to set the Energy Price for MEMBER'S CESA in accordance with MEMBER's CESA and as agreed upon by TCAP, TCAP's Energy Manager, and the REP.

Authorized on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

MEMBER:

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

Printed Name: Bryan Langley

Title: City Manager



## City of Burleson

### City Council

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

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### AGENDA INFORMATION SHEET

**DEPARTMENT:** City Secretary Office

**DATE:** 05/16/2022

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#### SUBJECT

Consider approval of an ordinance canvassing the May 7, 2022 Special Bond Election.(First and Final Reading) (*Staff Presenter: Amanda Campos, City Secretary*)

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#### Attachments

Department Memo  
Ordinance

#### Respectfully submitted:

Amanda Campos, TRMC  
City Secretary  
817.426.9665 or [acampos@burlesontx.com](mailto:acampos@burlesontx.com)

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## DEPARTMENT MEMO

**DEPARTMENT:** City Secretary's Office  
**FROM:** Amanda Campos, City Secretary  
**MEETING:** May 16, 2022

**SUBJECT:**

Consider approval of an ordinance canvassing the May 7, 2022 Special Bond Election.(First and Final Reading) (Staff Presenter: Amanda Campos, City Secretary)

**SUMMARY:**

The City Council duly ordered a Special Bond Election to held on May 7, 2022 in accordance with Texas election code. The bond propositions placed on the ballot were:

Proposition A

THE ISSUANCE OF \$33,645,000 BONDS BY THE CITY OF BURLESON, TEXAS, FOR STREET AND ROAD IMPROVEMENTS IN THE CITY AND LEVYING A TAX SUFFICIENT TO MAKE THE PAYMENTS OF PRINCIPAL AND INTEREST THEREON

Proposition B

THE ISSUANCE OF \$52,360,000 BONDS BY THE CITY OF BURLESON, TEXAS, FOR CONSTRUCTION, IMPROVEMENT AND EQUIPMENT OF PUBLIC SAFETY FACILITIES AND LEVYING A TAX SUFFICIENT TO MAKE THE PAYMENTS OF PRINCIPAL AND INTEREST THEREON

Election code requires certain procedures to be followed to canvass any election. Results of an election are not official until the governing body that ordered the election canvasses the results in an open meeting. The returns presented shall include, the total number of votes cast, votes cast on election day, votes cast during early voting, mail ballots and provisional ballots.

The results will be presented at the council meeting to be accepted by the governing body .

**OPTIONS:**

Approve the Ordinance.

**RECOMMENDATION:**

Approve the Ordinance.



**FISCAL IMPACT:**

N/A

**STAFF CONTACT:**

Name: Amanda Campos, TRMC

Department: City Secretary's Office

Email: [acampos@burlesontx.com](mailto:acampos@burlesontx.com)

Phone: 817-429-9665

**CERTIFICATE REGARDING ADOPTION OF A  
ORDINANCE CANVASSING BOND ELECTION**

THE STATE OF TEXAS  
COUNTIES OF TARRANT AND JOHNSON  
CITY OF BURLESON

We, the undersigned officers of the City of Burleson (the "City"), hereby certify as follows:

1. The City Council of said City convened in a regular meeting on May 16, 2022, at the designated meeting place, and the roll was called of the duly constituted officers and members of said City Council, to wit:

Chris Fletcher	Mayor
Victoria Johnson	Place 1
Jimmy Stanford	Place 3
Tamara Payne	Place 4
Dan McClendon	Place 5
Ronnie Johnson	Place 6
 Amanda Campos	 City Secretary

and all of said persons were present, thus constituting a quorum. Whereupon, among other business, the following was transacted at said Meeting: a written Ordinance entitled

**AN ORDINANCE CANVASSING A BOND ELECTION**

was duly introduced for the consideration of said City Council. It was then duly moved and seconded that said Ordinance be adopted and, after due discussion, said motion, carrying with it the adoption of said Ordinance, prevailed and carried with all members present voting "AYE" except the following:

NAY: \_\_\_\_ ABSTAIN: \_\_\_\_

2. That a true, full and correct copy of the aforesaid Ordinance adopted at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that said Ordinance has been duly recorded in said City Council's minutes of said Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said City Council's minutes of said Meeting pertaining to the adoption of said Ordinance; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said City Council as indicated therein; that each of the officers and members of said City Council was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid Meeting, and that said Ordinance would be introduced and considered for adoption at said Meeting, and each of said officers and members consented, in advance, to the holding of said Meeting for such purpose, and that said Meeting was open to the public and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

3. That the Mayor of said City has approved and hereby approves the aforesaid Ordinance; that the Mayor and the City Secretary of said City have duly signed said Ordinance; and that the Mayor and the City Secretary of said City hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of said Ordinance for all purposes.

SIGNED AND SEALED ON MAY 16, 2022.

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City Secretary

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Mayor

{SEAL}

## **ORDINANCE CANVASSING BOND ELECTION**

WHEREAS, this City Council ordered an election to be held in the City of Burleson, Texas on May 7, 2022, on the propositions hereinafter stated, and has authorized all matters pertaining to said election, including the ordering, giving notice, officers, holding and making returns of said election; and

WHEREAS, the election officers who held said election have duly made the returns of the result thereof, and said returns have been duly delivered to this City Council.

WHEREAS, it is hereby officially found and determined that the meeting at which this Ordinance was adopted was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

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

1. That the City Council officially finds and determines that said election was duly ordered, that proper notice of said election was duly given, that proper election officers were duly appointed prior to said election, that said election was duly held, that the City has complied with the Federal Voting Rights Act and the Texas Election Code, that due returns of the result of said election have been made and delivered, and that the City Council has duly canvassed said returns, all in accordance with law and the ordinance calling said election.

2. That the City Council officially finds and determines that the following votes were cast at said election, on the submitted PROPOSITIONS by the resident, qualified electors of said City, who voted at the election:

\_\_\_\_\_ VOTES: FOR

\_\_\_\_\_ VOTES: AGAINST

### **CITY OF BURLESON, TEXAS SPECIAL ELECTION CITY OF BURLESON, TEXAS PROPOSITION A**

Shall the City Council of the City of Burleson, Texas, be authorized to issue and sell bonds of said City, in the aggregate principal amount of \$33,645,000, for the public purpose of designing, constructing, improving, extending, expanding, upgrading and developing streets, roads, bridges, thoroughfares and related improvements, including utility relocation, landscaping, sidewalks and pedestrian walkways, lighting, signalization, drainage, and the purchase of any necessary land or right-of-way; with said bonds to be issued in one or more series or issues, to mature serially or otherwise not to exceed 40 years from their date and bear interest at such rate or rates, not to exceed the respective limits prescribed by law at the time of issuance, and to be sold at such price or prices as the City Council in its discretion shall determine; and shall there be levied and pledged, assessed and collected annually ad valorem taxes on all taxable property in said City in an amount sufficient, within the limits prescribed by law, to pay the annual interest on said bonds and provide a sinking fund to pay said bonds at maturity?

\_\_\_\_\_ VOTES: FOR

\_\_\_\_\_ VOTES: AGAINST

### **CITY OF BURLESON, TEXAS SPECIAL ELECTION CITY OF BURLESON, TEXAS PROPOSITION B**

Shall the City Council of the City of Burleson, Texas, be authorized to issue and sell bonds of said City, in the aggregate principal amount of \$52,360,000, for the public purpose of constructing, improving, renovating and equipping public safety facilities consisting of new fire department facilities, renovation

and expansion of existing police facilities, acquisition of fire apparatuses and public safety equipment and vehicles, and the acquisition of land and interest in land necessary therefore; with said bonds to be issued in one or more series or issues, to mature serially or otherwise not to exceed 40 years from their date and bear interest at such rate or rates, not to exceed the respective limits prescribed by law at the time of issuance, and to be sold at such price or prices as the City Council in its discretion shall determine; and shall there be levied and pledged, assessed and collected annually ad valorem taxes on all taxable property in said City in an amount sufficient, within the limits prescribed by law, to pay the annual interest on said bonds and provide a sinking fund to pay said bonds at maturity?

3. As a result of said Election, and in conformity with law, this City Council is authorized to issue the bonds on behalf of the City in the manner and to the extent set forth in the proceedings calling said Election, and as and to the extent authorized and approved by said Election as shown by the votes above.

4. In accordance with the provisions of V.T.C.A., Government Code, Section 1201.028, this Ordinance shall be effective immediately upon its adoption by the City Council.

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## City of Burleson

### City Council

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

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### AGENDA INFORMATION SHEET

**DEPARTMENT:** Public Works  
**DIRECTOR:** Eric Oscarson  
**DATE:** 05/16/2022

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#### SUBJECT

Receive a report, hold a discussion, and give staff direction regarding the Water and Wastewater Masterplan. *(Staff Presenter: Eric Oscarson, Public Works Director)*

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#### Attachments

Department Memo  
Presentation

#### Respectfully submitted:

Eric Oscarson  
Director of Public Works  
eoscarson@burlesontx.com  
817-426-9837



**CITY OF BURLESON**  
**City Council**

City Hall  
141 W. Renfro  
Burleson, Texas  
[www.burlesontx.com](http://www.burlesontx.com)

---

**DEPARTMENT MEMO**

**DEPARTMENT:** Public Works  
**FROM:** Eric Oscarson  
**MEETING:** May 16, 2022

**SUBJECT:**

Receive a report, hold a discussion, and give staff direction regarding the Water and Wastewater Masterplan. (*Staff Presenter: Eric Oscarson, Public Works Director*)

**SUMMARY:**

Masterplans provide city staff with guidance for capital improvement planning and are typically updated every 2 to 10 years depending on growth within an area. An area experiencing rapid growth such as Burleson, may find updating the masterplans more frequently during the growth beneficial to fiscal planning. The population in Burleson since 2000 has more than doubled. Masterplans are an integral part in future planning to meet the infrastructure needs of the community.

Through various forms of analyses, present and future needs are identified for roadways, water, sewer, and drainage improvements. System improvements are identified and ranked based on a variety of elements related to expected development and growth of the city and surrounding area. Cost estimates for the recommended improvements facilitate effective collaboration with City Council to address needs effectively with fiscal responsibility.

Staff will present the draft water and wastewater recommendations to the City Council. The recommendations included in the masterplan are the “blueprint” for responsible, sustainable and planned development that guides the capital improvement plan supporting future economic growth of the city.

**STAFF CONTACT:**

Name: Eric Oscarson  
Department: Public Works Director  
Email: [eoscarson@burlesontx.com](mailto:eoscarson@burlesontx.com)  
Phone: 817-426-9837

# WATER AND SEWER MASTER PLAN UPDATE



THE CITY OF  
**BURLESON**  
TEXAS

# WHY MASTERPLAN?

## COMPREHENSIVE PLAN

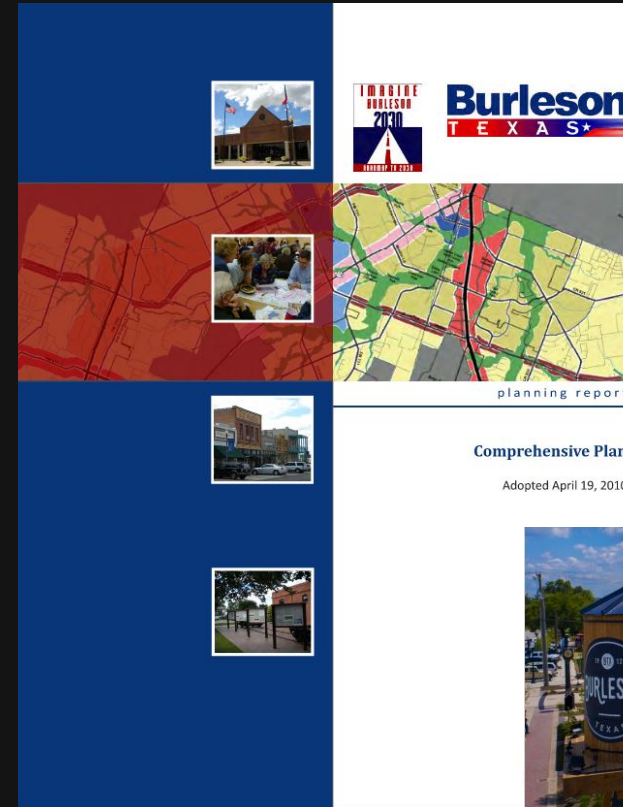
- April 19, 2010: Imagine Burleson 2030 approved
- November 17, 2020: 2020 Midpoint Update to the 2030 plan approved
- Official guide for making decisions about orderly growth and development
- Establishes goals, objectives, policies, strategies, programs and projects
- Utilized as a guide for zoning decisions
- Provides guidance for budget priorities

## MASTERPLANS ARE UNDER THE “UMBRELLA” OF THE COMPREHENSIVE PLAN

Aligns with the Comprehensive Plan goals

Serves as the "blueprint" for infrastructure needs

Provides additional guidance for policies and ordinances



## Imagine Burleson

Comprehensive Plan  
2020 Midpoint Update









# OVERALL METHODOLOGY

The water/wastewater masterplan utilizes the Comprehensive Plan, previous water/waster masterplans, population data, growth data, construction documents, etc as a basis for the plan update

- **2015 - LAST UPDATE TO THE MASTERPLAN**

## ● POPULATION DATA

Land use assigned at parcel level - more accurate data

## Population within 10% of census

## ● GROWTH DATA

Development plan year assigned to each parcel based on proposed development or forecasted development



# **WATER MASTERPLAN**

# METHODOLOGY - WATER

## PRESSURE RECORDERS INSTALLED ON FIRE HYDRANTS

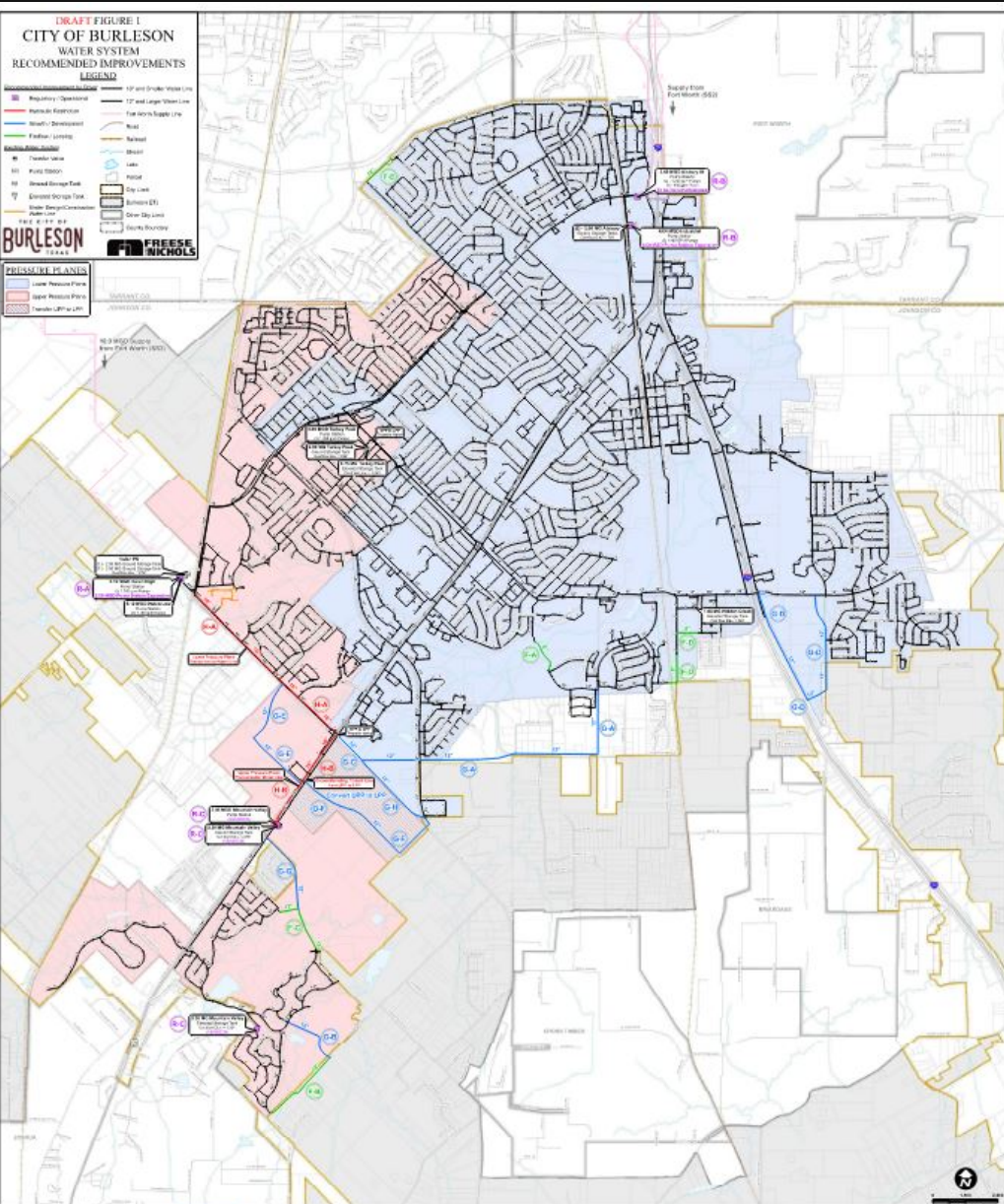
Pressure recorders are placed on fire hydrants to obtain pressures throughout the City

Aids in fire flow analysis

## EVALUATION OF STORAGE NEEDS

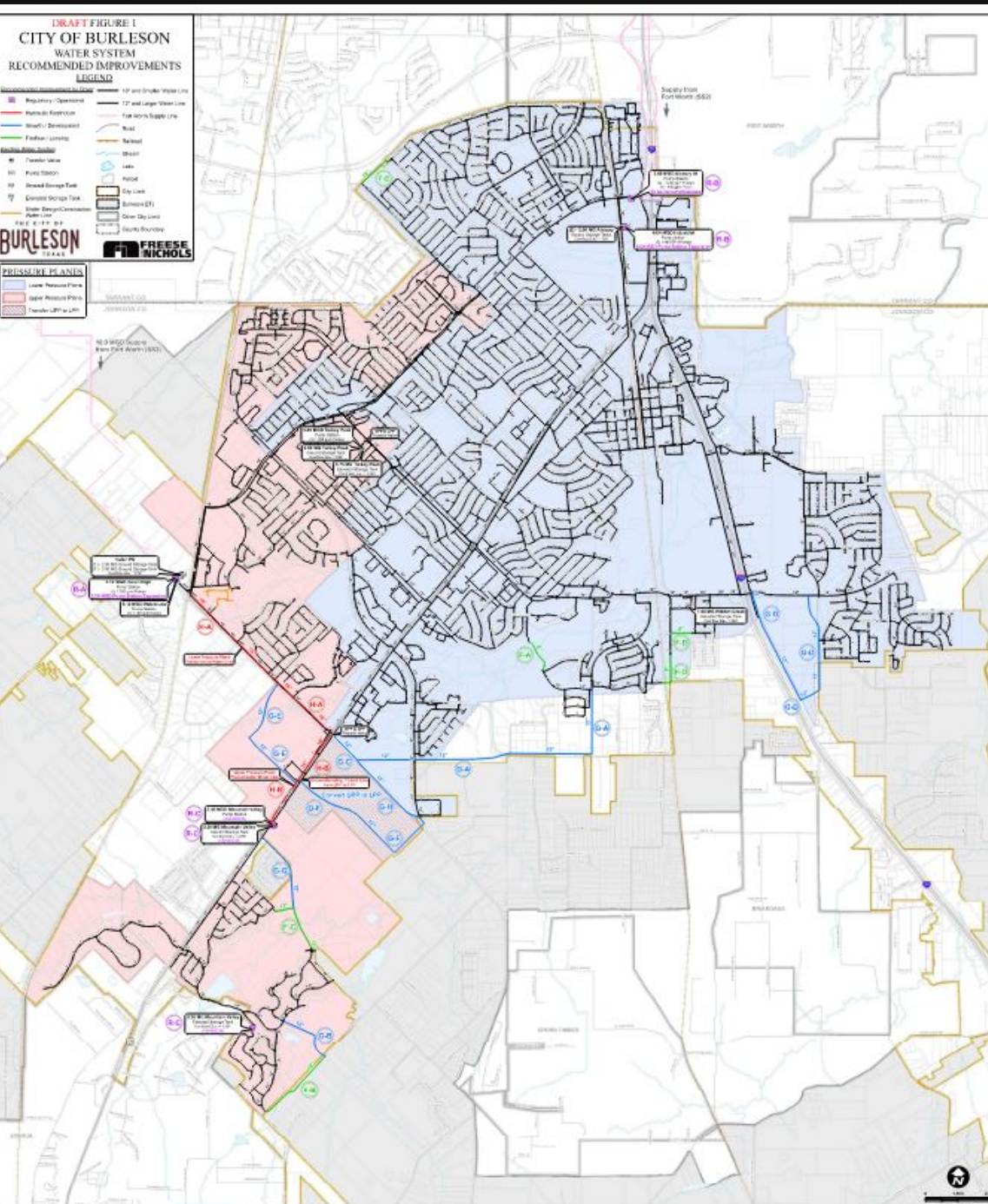
# of connections versus requires storage capacity

## EVALUATION OF OVERALL WATER SYSTEM









# WATER SYSTEM

## EXISTING AND BUILDOUT WATER NEEDS EVALUATED

# FIRE FLOW EVALUATION

## GROWTH RELATED IMPROVEMENTS

## IMPROVED OPERATION OF OVERALL WATER SYSTEM

## Looping of water lines

## EVALUATE STORAGE NEEDS

## Elevated storage

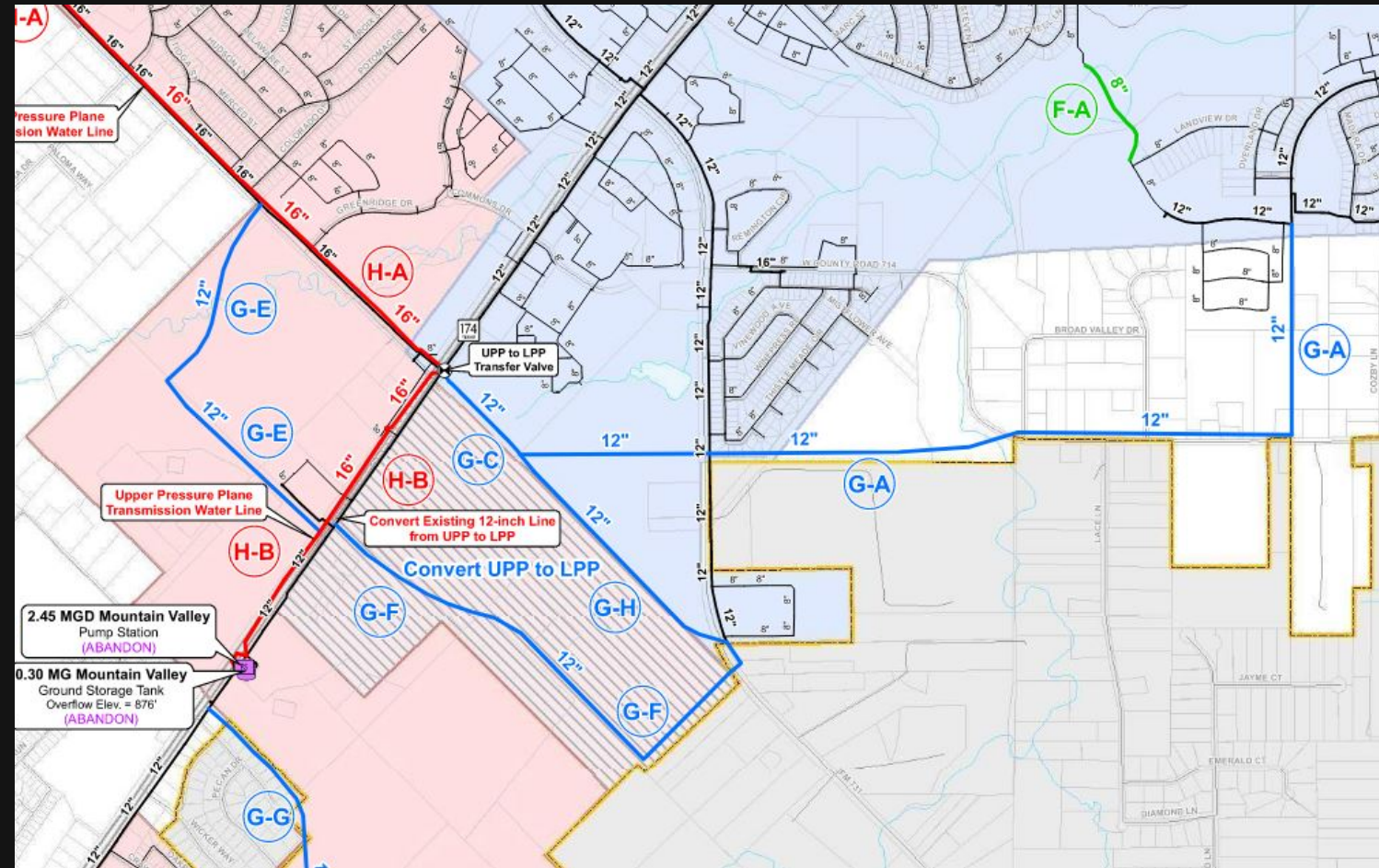
## Ground storage

## RECOMMENDATIONS INCLUDED AS PART OF CAPITAL IMPROVEMENT PLAN



# WATER SYSTEM - GROWTH RELATED

As growth continues in service area, water line improvements are required to maintain fire flow and required pressures within the system



# WATER SYSTEM - WATER LINE LOOPING

HIDDEN VISTAS

HIGH COUNTRY

HIDDEN LAKES

MOUNTAIN VALLEY



The map illustrates the Mountain Valley Water System's infrastructure, including residential streets, a pump station, and ground storage tanks. Key features include:

- Lower Pressure Plane Transmission Water Line:** A red line running from the 2.45 MGD Mountain Valley Pump Station (ABANDON) and 0.30 MG Mountain Valley Ground Storage Tank (ABANDON) to the UPP to LPP Transfer Valve.
- Upper Pressure Plane Transmission Water Line:** A blue line running from the UPP to LPP Transfer Valve to the 2.45 MGD Mountain Valley Pump Station (ABANDON).
- Conversion of Existing 12-inch Line from UPP to LPP:** A blue line indicating the conversion of existing 12-inch lines from the Upper Pressure Plane to the Lower Pressure Plane.
- Hydrant Locations:** Marked with circles (H-A, H-B, G-E, G-F, G-G, G-H, G-C).
- Tank Expansion:** Indicated near the top left of the map.

Will increase operational efficiency of overall water system by providing additional conveyance for the low water pressure plane



# WATER

## Storage Needs

### Alsbury / Industrial Pump Station

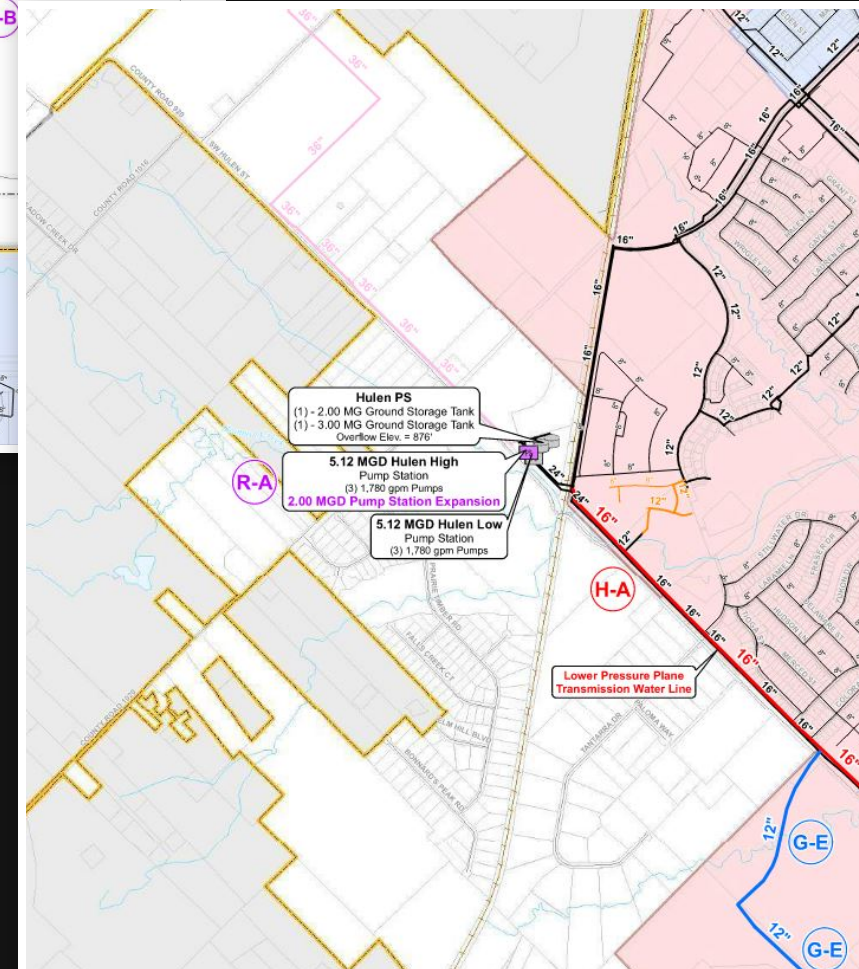
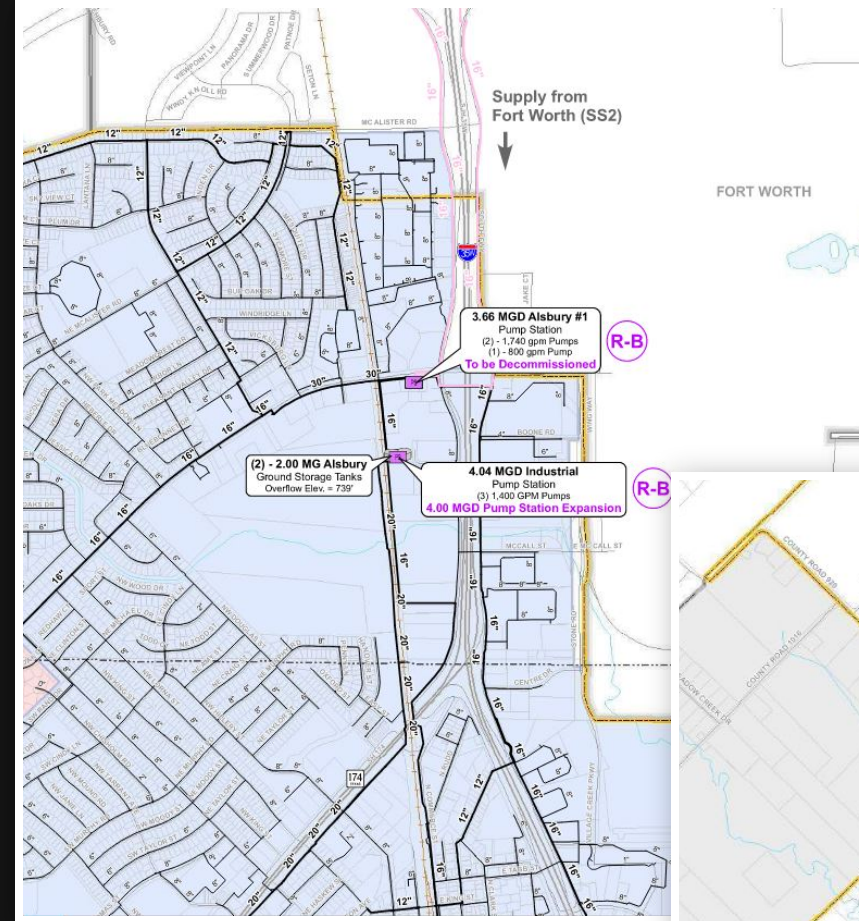
- Decommission Alsbury pump station
- Additional 4.0 MG Pump Station Expansion
- 16-inch water line designed and constructed by City of Fort Worth to Industrial pump station - City currently negotiating capacity needs

### Hulen Pump Station

- Additional 2.0 MG Pump Station Expansion

### Mountain Valley Pump Station and Elevated Storage

Both ground storage and elevated storage tanks recommended to be decommissioned and removed



# **WASTEWATER MASTERPLAN**



# METHODOLOGY - SEWER

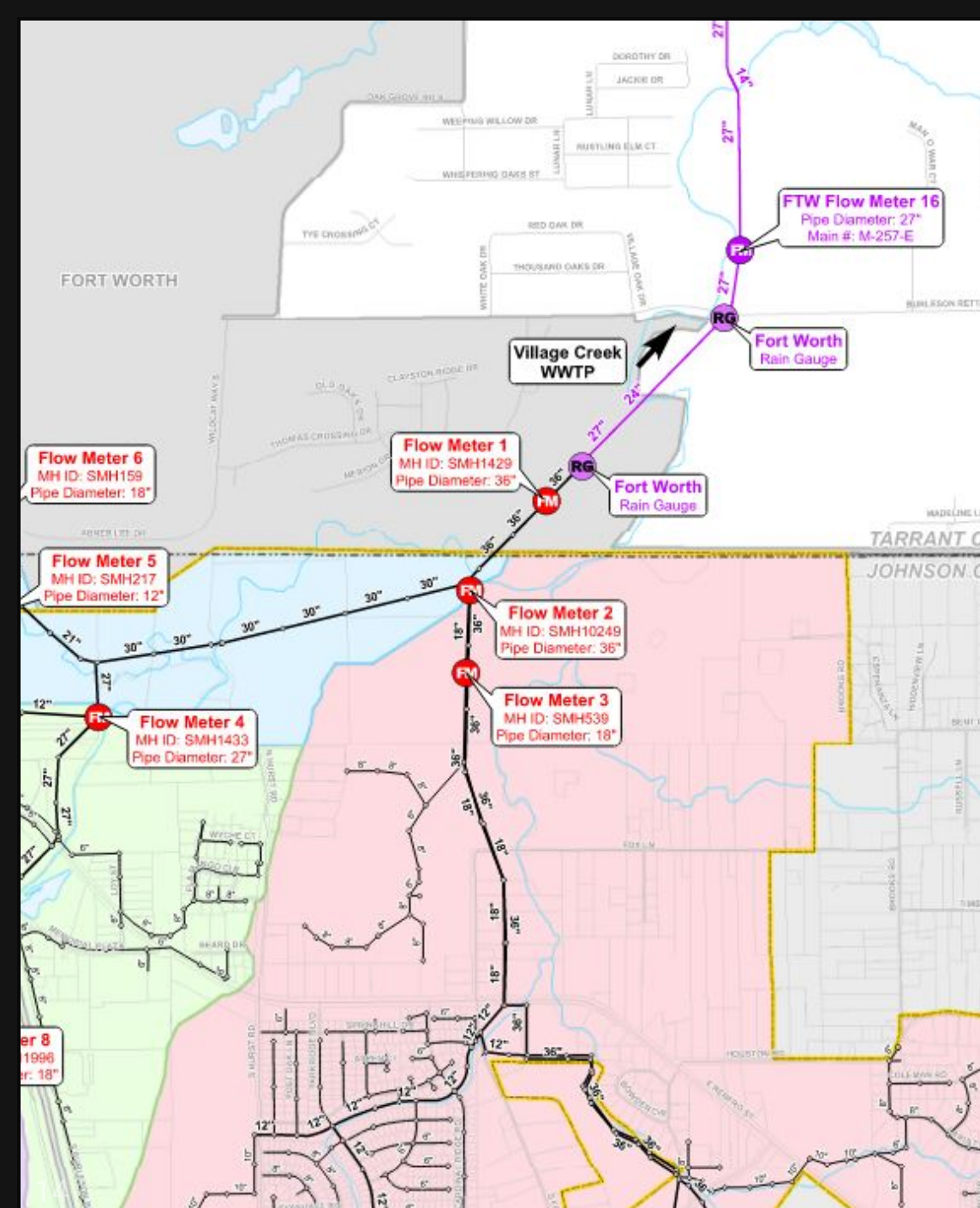
## FLOW MONITORING DATA (SEWER)

Flow meters are placed in the ground at strategic locations to measure amount of rain water entering system during storm events

## EXISTING CAPACITY OF SEWER LINES

## GROWTH RELATED NEEDS

## TIMING OF IMPROVEMENTS

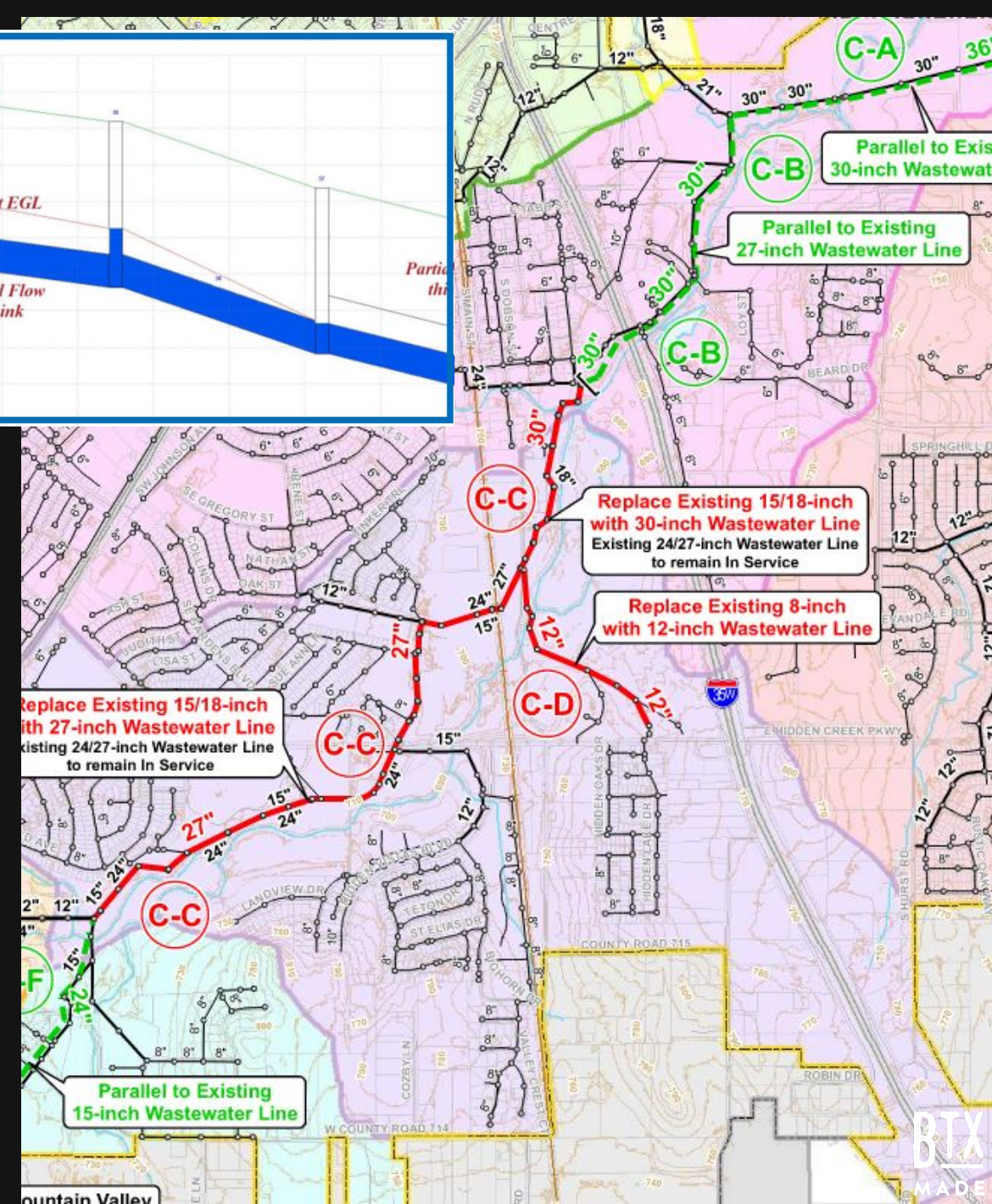
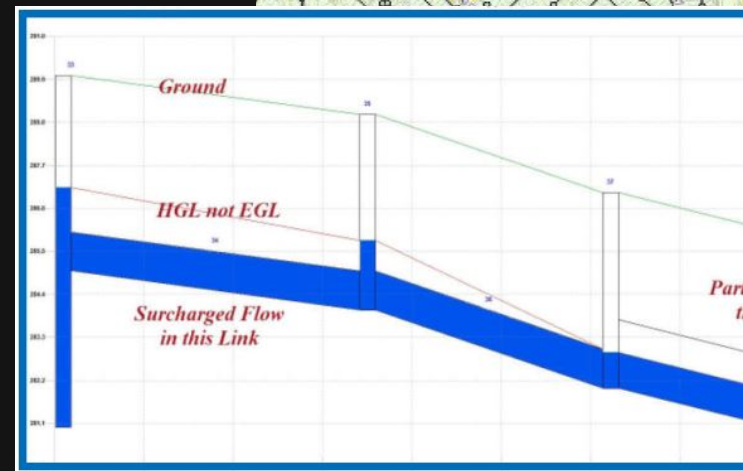


# SEWER SYSTEM - CAPACITY RELATED

Sewer Trunk Main through Chishenhall Park  
and Golf Course

SEWER TRUNK LINE SURCHARGES  
TODAY WITHIN 4 FEET OF  
MANHOLE LIDS

SEWER LINE WILL NEED TO BE  
REPLACED TO AVOID SEWER  
OVERFLOWS





# SEWER SYSTEM - GROWTH RELATED

IDENTIFIES NEEDS RELATED TO  
POTENTIAL GROWTH

PROVIDES GUIDANCE TO  
DEVELOPMENT COMMUNITY

TO BE CONSTRUCTED BY  
DEVELOPER

# CAPITAL IMPROVEMENT PLAN

15 to 20 year plan

**MASTERPLAN PROVIDES  
RECOMMENDATIONS TO  
BE INCLUDED AS PART OF  
THE OVERALL CAPITAL  
IMPROVEMENT PLAN**

**ESTIMATED  
CONSTRUCTION COSTS  
PROVIDE BASIS FOR FISCAL  
PLANNING**

**CIP EVALUATED YEARLY -  
PROJECTS CAN BE MOVED  
UP OR BACK BASED ON  
DEVELOPMENT PATTERNS  
AND MAINTENANCE NEEDS**

Project Number	Water Project Name	Cost
Hydraulic Restriction		
H-A	16-inch County Road 920 Lower Pressure Plane Transmission Water Line	\$ 3,058,800
H-B	16-inch Wilshire Boulevard Upper Pressure Plane transmission Water Line	\$ 1,740,200
Hydraulic Restriction Total		\$ 4,799,000
Growth / Development		
G-A	12-inch County Road 714 Lower Pressure Plane Water Line	\$ 3,022,900
G-B	12-inch County Road 802 Upper Pressure Plane Water Line	\$ 1,004,700
G-C	12-inch FM 731 Lower Pressure Plane Water Line	\$ 1,157,200
G-D	12-inch I-35 W Lower Pressure Plane Water Line	\$ 2,972,100
G-E	12-inch Wilshire Boulevard Upper Pressure Plane Water Line	\$ 1,477,100
G-F	12-inch Village Creek Lower Pressure Plane Water Line	\$ 1,823,900
G-G	12-inch Wicker Hill Road Upper Pressure Plane Water Line	\$ 846,200
G-H	12-inch Village Creek Lower & FM 731 Pressure Plane Water Line	\$ 929,900
Growth / Development Total		\$ 13,234,000
Fireflow / Looping		
F-A	8-inch Village Creek Lower Pressure Plane Water Line	\$ 633,900
F-B	12-inch Shoreline Drive Upper Pressure Plane Water Line	\$ 965,800
F-C	12-inch Willow Creek Lower Upper Plane Water Line	\$ 765,500
F-D	8-inch County Road 715 Lower Pressure Plane Water Line	\$ 457,500
F-E	10-inch FM 1187 Lower Pressure Plane Water Line	\$ 314,000
Fireflow / Looping Total		\$ 3,136,700
Regulatory		
R-A	2.0 MGD Hulen High Pump Station Expansion	\$ 2,242,500
R-B	4.0 MGD Industrial Pump Station Expansion / Alsbury #1 Decommission	\$ 4,876,700
R-C	Mountain Valley Pump Station Decommission	\$ 530,500
Regulatory Total		\$ 7,649,700
Grand Total		\$ 28,819,400

Project Number	Wastewater Project Name	Cost
Existing Capacity Restriction Improvement		
C-C	Village Creek Basin 27/30-inch Wastewater Replacement	\$ 8,328,700
C-D	Village Creek Basin 12-inch Wastewater Replacement	\$ 1,022,600
Capacity Restriction Improvement Total		\$ 9,351,300
Future Capacity Restriction Improvement		
C-A	Town Creek Basin 36/42-inch Parallel Interceptor	\$ 6,758,900
C-B	Town Creek Basin I-35W 30-inch Parallel Interceptor	\$ 3,955,100
C-E	Town Creek Parkview Drive 10-inch Wastewater Replacement	\$ 829,800
C-F	Willow Creek Basin Wilshire Boulevard 15-inch Parallel Interceptor	\$ 7,071,400
C-G	Willow Creek Basin Wilshire Boulevard 12-inch Parallel Interceptor	\$ 3,298,000
Capacity Restriction Improvement Total		\$ 21,913,200
Growth / Development Improvement		
G-A	Quil Miller Creek Basin North 10-inch Collector Line	\$ 1,517,500
G-B	Town Creek Basin East Hyder Ranch 12-inch Collector Line	\$ 1,243,900
G-C	Shannon Creek Basin West Hyder Ranch 12-inch Collector Line	\$ 1,372,500
G-D	Shannon Creek Basin SW Hulen Street 12-inch Collector Line	\$ 1,746,200
G-E	Shannon Creek Basin 10-inch Collector Line	\$ 1,181,100
	Shannon Creek Basin County Road 1020 12-inch Collector Line	\$ 1,734,200
	The Lakes 10/12-inch Collector Line	\$ 2,250,000
	Burleson Westside Business Park Lift Station Force Main / Collector	\$ 6,375,500
	Chisholm West Lift Station Force Main / Collector	\$ 7,144,000
	Chisholm Trail Lift Station Force Main / Collector	\$ 1,426,300
	Quil Miller Creek I-35W 15-inch Interceptor	\$ 4,301,200
	Martin Tract Lift Station Force Main / Collector	\$ 3,588,000
	I-35 West Lift Station Force Main / Collector	\$ 4,288,500
	Industrial Park I Lift Station Force Main / Collector	\$ 8,819,100
	Industrial Park II Lift Station Force Main / Collector	\$ 10,499,400
Growth / Development Improvement Total		\$ 57,487,400
Grand Total		\$ 88,751,900

Prices included are 2022 dollars for the purposes of fiscal planning - These costs do NOT include design, right of way, or easement costs. Construction costs should be re-evaluated at time of detail design



# NEXT STEPS

# IMPACT FEE STUDY UPDATE

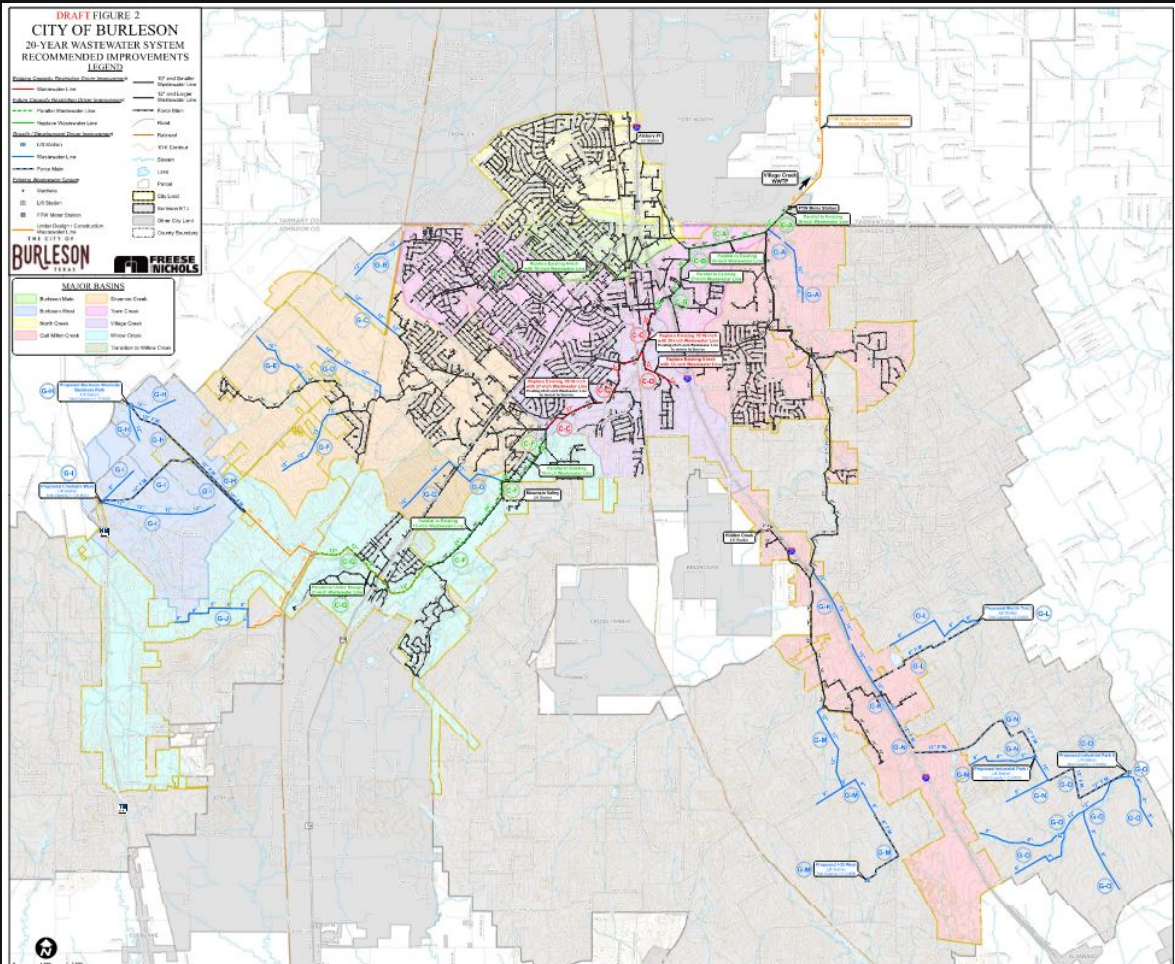
- Required update every 5 years
- A charge or assessment on new development in order to generate revenue for funding or recouping a portion of the costs of capital improvements
- One time charge assessed to new development and redevelopment

# IMPACT FEE COMMITTEE MEETING

## Review and recommendation of any fee increases to City Council

## FINALIZE RECOMMENDATIONS

# ADOPTION OF MASTER PLAN AND IMPACT FEE STRUCTURE BY CITY COUNCIL





**QUESTIONS?**





## City of Burleson

### City Council

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

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### AGENDA INFORMATION SHEET

**DEPARTMENT:** Communications  
**DIRECTOR:** DeAnna Phillips  
**DATE:** 05/16/2022

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#### SUBJECT

Receive a report, hold a discussion, and give staff direction regarding outdoor kiosk signage. *(Staff Presenter: DeAnna Phillips, Community Services Director)*

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#### Attachments

Staff Memo  
Staff Presentation

#### Respectfully submitted:

DeAnna Phillips  
817-426-9622  
Director of Community Services

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## DEPARTMENT MEMO

**DEPARTMENT:** Community Services

**FROM:** DeAnna Phillips

**MEETING:** May 2, 2022

**SUBJECT:**

Receive a report, hold a discussion, and give staff direction regarding outdoor kiosk signage.

**SUMMARY:**

During the FY 21-22 budget \$50,000 was approved for outdoor kiosk signage to bring awareness of city activities to pedestrians in the Old Town Area. Staff contacted five different outdoor kiosk signage companies to review a variety of kiosks options. Prices range from \$20,000 - \$60,000 per kiosk.

Staff has recommended a one-sided outdoor kiosk with a 55" portrait screen. The kiosk will be self-standing and would require electricity and internet access. The kiosk portal is 18 inches wide and 74 inches in height. The particular kiosk does not have touch screen availability. Touch screen options increased the cost by approximately \$5,000 per kiosk. The information on the screens will be uploaded and created by city staff. City staff will have the ability to change the amount of time each image is displayed on the screen.

**OPTIONS:**

- Proceed as recommended
- Proceed with changes
- Do not proceed

**RECOMMENDATION:**

Proceed as recommend

**FISCAL IMPACT:**

- \$22,629 per kiosk (\$45,258 for two kiosks)
- Client Managed Annual Planning Fee: \$4,995
- Monthly Digital Signage Content Programming: \$92 a month per kiosk  
(2 kiosks for 12 months = \$2,208)

**Initial cost** = \$45,258

**Reoccurring yearly cost** = \$7,203

\*The kiosks have a three-year warranty

**STAFF CONTACT:**

DeAnna Phillips  
Community Services Director  
[dphillips@burlesontx.com](mailto:dphillips@burlesontx.com)  
817-426-9622





# Outdoor Kiosks

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PRESENTED TO THE CITY COUNCIL ON MAY 16, 2022

# Background

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- During the FY 21-22 budget \$50,000 was approved for outdoor kiosk signage to bring awareness of city activities to pedestrians in the Old Town Area
- Staff contacted five different outdoor kiosk signage companies
- Prices range from \$20,000 - \$60,000 per kiosk

# Proposed Kiosk

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- One-sided
- 55" portrait screen
- 32" width
- 74" in height
- 18" in depth
- No touch screen
- Will rotate through the images we upload

# Proposed Location

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# Projected Cost Estimate

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- \$22,629 per kiosk (\$45,258 for two kiosks)
- Client Managed Annual Planning Fee: \$4,995
- Monthly Digital Signage Content Programming: \$92 a month per kiosk (2 kiosks for 12 months = \$2,208)

**Initial cost = \$45,258**

**Reoccurring yearly cost = \$7,203**

\*The kiosks have a three-year warranty

# Timeline

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If we proceed:

- Approximately three weeks for design and development
- Currently, the kiosk is 6 weeks of production time

**Estimated Completion:** August – September 2022

# Council Direction

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- Proceed as recommended
- Proceed with changes
- Do not proceed

---

# Questions Comments

**DeAnna Phillips**  
Director of Community Services  
[dphillips@burlesontx.com](mailto:dphillips@burlesontx.com)





## City of Burleson

### City Council

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

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### AGENDA INFORMATION SHEET

**DEPARTMENT:** Finance  
**DIRECTOR:** Martin Avila  
**DATE:** 05/16/2022

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#### SUBJECT

Receive a report, hold a discussion, and give staff direction regarding an update on the financial overview of the General Debt Service Fund, and receive any additional direction from City Council regarding the annual budget for fiscal year 2022-2023. *(Staff Presenter: Martin Avila, Finance Director)*

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#### Attachments

dept memo debt overview 5.16.2022  
Staff Presentation

#### Respectfully submitted:

**MARTIN AVILA, CPA**  
*Finance Department*  
Director  
817-437-9651

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DEPARTMENT MEMO

**DEPARTMENT:** Finance  
**FROM:** Martin Avila, Finance Director  
**MEETING:** May 16, 2022

**SUBJECT:**

Receive a report, hold a discussion, and give staff direction of the financial overview of the General Debt Service Fund, and receive any additional direction from City Council regarding the annual budget for fiscal year 2022-2023. (*Staff Presenter: Martin Avila, Finance Director*)

**SUMMARY:**

Present a financial overview on the debt service fund. The debt service fund will include a five year projection incorporating the \$86,005,000 bond program approved by the voters on May 7, 2022 and the General Government five year CIP Plan.

**OPTIONS:**

Staff seeking feedback on the financial overview of the General Debt Service Fund, and any additional direction regarding the annual budget for fiscal year 2022-2023.

**RECOMMENDATION:**

N/A

**FISCAL IMPACT:**

No fiscal impact

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

N/A

**STAFF CONTACT:**

Martin Avila  
Finance Director  
[mavila@burlesontx.com](mailto:mavila@burlesontx.com)  
817-426-9651



# General Debt Service Financial Overview

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# Bond Program Results

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- May 7<sup>th</sup> Election Results
  - Voters approved both propositions
    - Proposition A - The issuance of \$33,645,000 bonds for the streets and road improvements
    - Proposition B - The issuance of \$52,360,000 bonds for the construction, improvement and equipment of public safety facilities



# Tax Rate History

Tax Year	GF Rate	Debt Rate	Total Rate
FY 2021-22	\$0.4974	<b>\$0.1885</b>	\$0.6859
FY 2020-21	\$0.5187	<b>\$0.1924</b>	\$0.7111
FY 2019-20	\$0.5106	<b>\$0.2094</b>	\$0.7200
FY 2018-19	\$0.5228	<b>\$0.2122</b>	\$0.7350
FY 2017-18	\$0.5228	<b>\$0.2122</b>	\$0.7350
FY 2016-17	\$0.5228	<b>\$0.2122</b>	\$0.7350
FY 2015-16	\$0.5278	<b>\$0.2122</b>	\$0.7400
FY 2014-15	\$0.5278	<b>\$0.2122</b>	\$0.7400
FY 2013-14	\$0.5278	<b>\$0.1622</b>	\$0.6900
FY 2012-13	\$0.5278	<b>\$0.1622</b>	\$0.6900

# Total Outstanding Bond Debt 9/30/2021

Supporting debt	Outstanding Principal	Percentage
<b>Tax Supported Debt</b>	<b>\$59,462,359</b>	<b>42%</b>
TIF #2	\$5,120,000	4%
Water & Sewer	\$54,360,000	38%
4A	\$11,947,070	8%
4B	\$10,085,000	7%
Golf	\$1,385,571	1%
Total Outstanding Debt*	\$142,360,000	100%

\* All bond debt **must** be used for capital projects and cannot be used for operations.

# Total Outstanding Bond Debt

Supporting debt	GO Bonds	CO Bonds	Revenue Bonds	Total	%
<b>Tax Supported Debt*</b>	<b>\$35,452,359</b>	<b>\$24,010,000</b>	<b>\$ -</b>	<b>\$59,462,359</b>	<b>42%</b>
TIF Supported Debt	\$ -	\$5,120,000	\$ -	\$5,120,000	4%
Water & Sewer	\$15,865,000	\$35,795,000	\$2,700,000	\$54,360,000	38%
4A	\$5,437,070	\$6,510,000	\$ -	\$11,947,070	8%
4B	\$5,680,000	\$4,405,000	\$ -	\$10,085,000	7%
Golf	\$1,385,571	\$ -	\$ -	\$1,385,571	1%
<b>Total Outstanding Debt**</b>	<b>\$67,305,000</b>	<b>\$83,890,000</b>	<b>\$3,725,000</b>	<b>\$154,920,000</b>	<b>100%</b>

\* Property Tax from Debt Tax Rate – currently \$0.1885/per \$100 value

\*\* All bond debt must be used for capital projects and cannot be used for operations.

# Outstanding Bond Debt

## Tax Supported Bond Debt

General Obligation - \$35,452,359  
 Certificates of Obligation - \$24,010,000  
 Total Outstanding - \$59,462,359

	Tax Supported Portion		
FYE	Principal	Interest	Total P&I
2022	4,469,991.00	2,367,804.76	6,837,795.76
2023	4,826,741.00	2,175,492.76	7,002,233.76
2024	5,202,391.00	1,960,794.76	7,163,185.76
2025	5,493,602.00	1,732,147.76	7,225,749.76
2026	4,781,544.00	1,501,484.76	6,283,028.76
2027	4,553,971.00	1,280,976.76	5,834,947.76
2028	4,173,971.00	1,078,540.76	5,252,511.76
2029	3,103,824.00	920,873.26	4,024,697.26
2030	3,228,824.00	789,075.76	4,017,899.76
2031	2,751,250.00	662,856.76	3,414,106.76
2032	2,876,250.00	547,874.01	3,424,124.01
2033	2,945,000.00	432,541.26	3,377,541.26
2034	3,070,000.00	314,940.88	3,384,940.88
2035	2,355,000.00	215,962.63	2,570,962.63
2036	1,985,000.00	142,778.13	2,127,778.13
2037	1,530,000.00	84,530.75	1,614,530.75
2038	1,230,000.00	41,850.00	1,271,850.00
2039	700,000.00	13,300.00	713,300.00
2040	185,000.00	1,850.00	186,850.00
	\$ 59,462,359	\$ 16,265,676	\$ 75,728,035

# Preliminary Assumptions

	FY 23	FY 24	FY 25	FY 26	FY 26	FY 27
Existing Appraised Value Growth	8.4%	3%	3%	3%	3%	3%
New Construction (millions)	\$148	\$125	\$131	\$138	\$148	\$152
Debt Property Tax Rate (preliminary)	\$0.1835	\$0.1835	\$0.1835	\$0.1835	\$0.1835	\$0.1835
Homestead Exemption	1%	2%	3%	4%	5%	6%
Bond Interest Rate	4.5%	5.0%	5.0%	5.0%	5.0%	5.0%

- Debt property tax rate decreased by \$0.05/per \$100 value
- Add 1% homestead exemption each year
- Federal Open Market Committee (FOMC) plans to raise federal fund rates to reduce inflation rates currently at about 8.5% (40 year high)
- Bond interest rates have been adjusted based on recommendations from City's financial advisors, Hilltop Securities.



# General Debt Service Fund

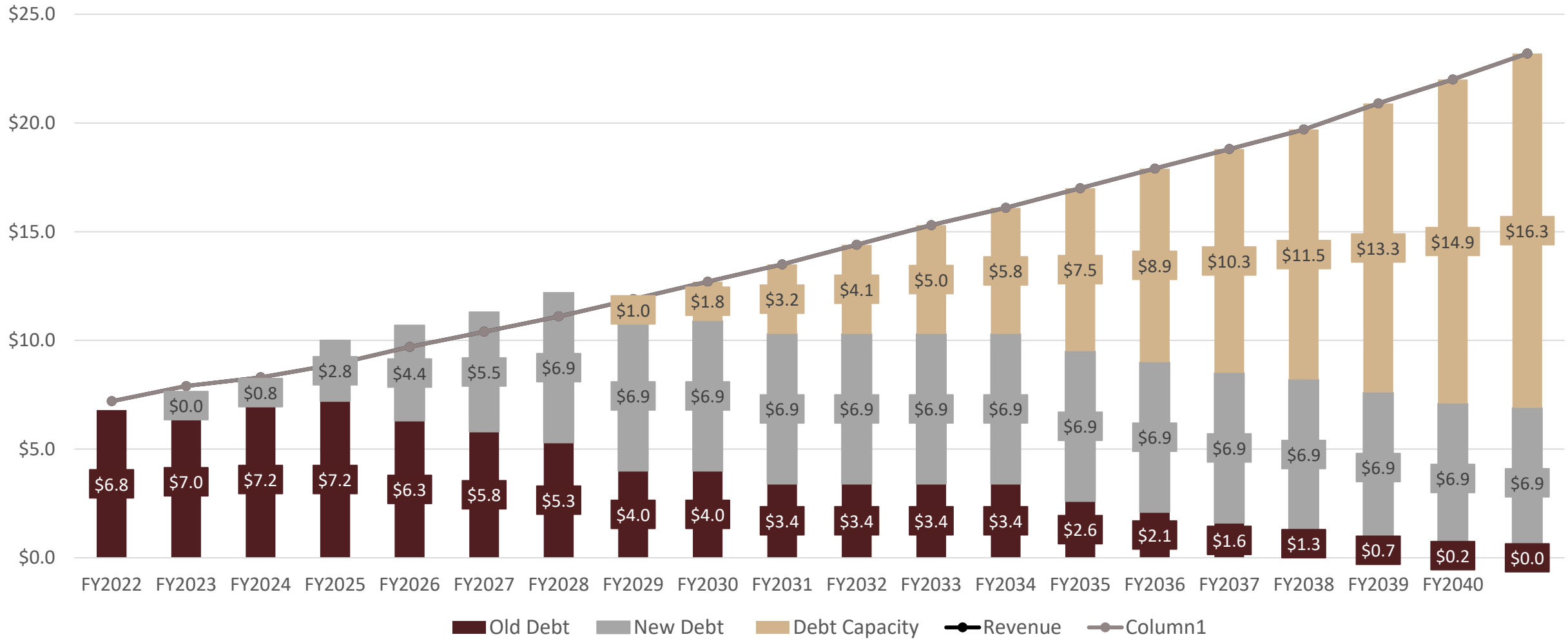
	FY 21-22 Budget	FY 21-22 Estimate	FY 22-23 Projected	FY 23-24 Projected	FY 24-25 Projected	FY 25-26 Projected	FY 26-27 Projected
<b>Beg Fund Balance</b>	\$ 2,201,691	\$ 2,241,126	\$ 2,632,026	\$ 3,458,386	\$ 3,822,079	\$ 2,817,492	\$ 1,866,494
Property Tax Revenue	\$ 7,234,969	\$ 7,234,696	\$ 7,904,415	\$ 8,367,879	\$ 8,856,601	\$ 9,371,906	\$ 10,184,675
Property Tax Revenue *	\$ -	\$ -	\$ -	\$ -	\$ 160,563	\$ 321,125	\$ 481,688
<b>Total Revenue</b>	<b>\$ 7,234,969</b>	<b>\$ 7,234,696</b>	<b>\$ 7,904,415</b>	<b>\$ 8,367,879</b>	<b>\$ 9,017,163</b>	<b>\$ 9,693,031</b>	<b>\$ 10,666,363</b>
Debt Service Payments	\$ 6,843,797	\$ 6,843,796	\$ 7,078,056	\$ 8,004,186	\$ 10,021,750	\$ 10,644,029	\$ 11,330,948
<b>Total Expenditures</b>	<b>\$ 6,843,797</b>	<b>\$ 6,843,796</b>	<b>\$ 7,078,056</b>	<b>\$ 8,004,186</b>	<b>\$ 10,021,750</b>	<b>\$ 10,644,029</b>	<b>\$ 11,330,948</b>
Change in Fund Balance	\$ 391,172	\$ 390,900	\$ 826,359	\$ 363,693	\$ (1,004,587)	\$ (950,998)	\$ (664,585)
<b>Ending Fund Balance</b>	<b>\$ 2,592,863</b>	<b>\$ 2,632,026</b>	<b>\$ 3,458,386</b>	<b>\$ 3,822,079</b>	<b>\$ 2,817,492</b>	<b>\$ 1,866,494</b>	<b>\$ 1,201,909</b>
Debt rate per \$100 value	\$ 0.1885	\$ 0.1885	\$ 0.1835	\$ 0.1835	\$ 0.1835	\$ 0.1835	\$ 0.1835

# FY2023 General Government 5 Year CIP Plan

Project Name	FY2022	FY2023	FY2024	FY2025	FY2026	FY2027	Total
SH174 Traffic Signal Improvements	\$ 300,000	\$ 1,861,123	\$ -	\$ -	\$ -	\$ -	\$ 2,161,123
Neighborhood Street Rebuild	\$ 100,000	\$ 825,833	\$ 750,000	\$ 750,000	\$ 750,000	\$ -	\$ 3,175,833
Alsbury- Hulen to CR 1020	\$ 948,000		\$ 6,434,496		\$ -	\$ -	\$ 7,382,496
Sidewalk program	\$ 50,000	\$ 446,946	\$ 200,000	\$ 200,000	\$ 200,000	\$ 170,000	\$ 1,266,946
Dual LT Lakewood at SH174 Intersection Improvement*	\$ 15,000	\$ 85,000	\$ -	\$ -	\$ -	\$ -	\$ 100,000
Police Expansion	\$ -	\$ 3,600,000	\$ 16,407,500	\$ 16,409,500	\$ -	\$ -	\$ 36,417,000
CR 1020 (Alsbury) Widening (design)	\$ -	\$ 2,500,000	\$ -	\$ -			\$ 2,500,000
SH174 Widening (Schematic and Env)	\$ -	\$ -	\$ 430,000	\$ -	\$ -	\$ -	\$ 430,000
Hulen at Wilshire Intersection	\$ -	\$ -	\$ -	\$ 200,000	\$ 1,501,027	\$ -	\$ 1,701,027
Hulen Widening (SH174 to Candler)	\$ -	\$ -	\$ -	\$ 1,800,000	\$ 6,003,653	\$ -	\$ 7,803,653
Hillside Dr. Elk Dr & FM731	\$ -		\$ -	\$ 200,000	\$ 836,509	\$ -	\$ 1,036,509
FM1902 Pedestrian Mobility	\$ -	\$ -	\$ -	\$ 300,000	\$ 1,189,901		\$ 1,489,901
Fire Station	\$ -	\$ -	\$ -	\$ -	\$ 2,500,000	\$ 13,443,000	\$ 15,943,000
E Renfro (FM3391)Widening PS&E	\$ -	\$ -		\$ -	\$ -	\$ 2,697,512	\$ 2,697,512
Wilshire Blvd (SH174) Construction Documents from Hulen to City Limits*	\$ -	\$ -	\$ -	\$ -		\$ 1,900,000	\$ 1,900,000
	\$ 1,413,000	\$ 9,318,902	\$ 24,221,996	\$ 19,859,500	\$ 12,981,090	\$ 18,210,512	\$ 86,005,000

# Tax Supported Debt Service Payment- 20 years

## In Millions



Debt Rate- \$0.1835/\$100 value

Property value assumptions – Base 3% growth – New properties 2% Growth

# Next Steps

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- Bring to Council approval to issue bonds in FY2022:
  - GO bonds authorized by Voters for street projects - \$1,413,000
  - CO bonds for FY 2022 (Intent to Issue bonds) – Self Supporting Debt - \$13,196,500
    - Parks Projects - \$4,000,000 (4B supported debt)
    - TIF #2 - \$3,196,500 (TIF Supported debt for Ellison Street Project)
    - Water & Sewer- \$6,000,000 (City of Fort Worth Sewer Relief Line)

# Questions/Feedback





## City of Burleson

### City Council

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

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### AGENDA INFORMATION SHEET

**DEPARTMENT:** Fire Department  
**DIRECTOR:** K.T.Freeman  
**DATE:** 05/16/2022

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#### SUBJECT

Receive a report, hold a discussion, and give staff direction regarding an operational overview and proposed FY22-23 budget for the Burleson Fire Department. *(Staff Presenter, K.T. Freeman, Fire Chief)*

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#### Attachments

Memo  
Strategic Overview Presentation

#### Respectfully submitted:

K.T.Freeman, Fire Chief  
817-426-9171  
[ktfreeman@burlesontx.com](mailto:ktfreeman@burlesontx.com)

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**DEPARTMENT MEMO**

**DEPARTMENT:** Fire

**FROM:** K.T. Freeman, Fire Chief

**MEETING:** May 16, 2022

**SUBJECT:**

Receive a strategic overview report for the Burleson Fire Department Operations, hold a discussion, and give staff direction regarding an update on the overall operations of the Department. (Staff presenter: K.T. Freeman, Fire Chief)

**SUMMARY:**

The purpose of this discussion is to provide City Council with a detailed overview of key accomplishments and service enhancements that have been accomplished during the current fiscal year. For example, the following divisions of the department will be discussed, Fire & EMS, Community Risk Reduction, BISD-BFD Fire Academy, Emergency Management, and Public Health. The presentation will also include a detailed report on response data, Automated Call Processing improvements, as well as consideration's for future staffing plans that will be used to staff ambulances.

**STAFF CONTACT:**

K.T. Freeman, Fire Chief  
Fire Department  
ktfreeman@burlesontx.com  
817-426-9171



# Burleson Fire & EMS

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5/16/2022

Strategic Overview

# Discussion Objectives:

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- Key Accomplishments & Service Enhancements

- ✓ Fire/EMS
- ✓ Community Risk Reduction
- ✓ BISD-BFD Fire Academy
- ✓ Emergency Management
- ✓ Public Health

- Response Data

- Station Alerting G-2 Automated Call Processing

- Future Considerations & Process improvements



# Key Accomplishments

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Dedicated Station 16  
on October 23, 2021









IMPLEMENTED SQUAD 16



NEW PERSONNEL HIRED FOR SQUAD 16 &  
RETIREMENTS





PURCHASED 4 MICU AMBULANCES FOR FIRE  
BASE EMS STARTING OCTOBER 1, 2023





PURCHASED 107' PIERCE AERIAL LADDER  
DELIVERY JANUARY 2023



# Community Risk Reduction

- Drowning Prevention Coalition
  - Free Swim Lessons – Approximately 500 in 2022
  - Drowning Prevention Bags – 3,130 distributed to BISD & JISD K-2nd grade (includes N. Joshua & Caddo)
  - Partners – BISD, Cook Childrens, THR Burleson, Sigma Swim, Jelly Stone, and The BRiCK
- Super Safety Saturday - May 21st 9a-12p @ THR Burleson



*Hands-Only*  
**CPR**



**SAVE A LIFE**

# Yay! You got a pool!



**THE CITY OF BURLESON TEXAS**

**BURLESON FIRE DEPARTMENT**

**Yay! You got a pool!**

Here is to BBQ's and pool parties at your place.

We are with the **Burleson Drowning Prevention Coalition**, our goal is to stop drownings in our community and we want to help you make sure everyone is safe in and around your pool. We have included a bag full of some pool safety material for you.

We would be more than happy to come back and explain the material, answer any questions and discuss our seven layers of pool protection with you.



SCAN ME

Scan to schedule a time for us to talk pool safety with you or email us at: [fdcrr@burlesontx.com](mailto:fdcrr@burlesontx.com)

Using the city's pool permit process, our fire crews are visiting the homes of new pool owners to share drowning prevention materials and knowledge.

Included in the bag is....

- **Water Watcher Tag**
- **Childrens bracelet**
- **Water Safety Club sign up card**
- **Water Safety Informational brochures**
- **"Stewie the Duck Learns to Swim" book**

# Emergency Management: City Council & Directors Tabletop & Security Training

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- Emergency Operations Center
  - Facility familiarization
  - Roles and responsibilities
- Safety and security training
  - Active threat
  - Sheltering
  - Evacuation





# BISD – BFD Fire Academy

BISD – BFD Partnership started fall of 2020

Helping to train the next generation of Firefighters by immersing the students in a culture of the fire service with active firefighters. "We grow our own" Dr. Jimerson!

17-Students Currently Enrolled (BHS & CHS)

Graduated 5 Seniors in 2020/2021 and expect to graduate 9 Seniors 2021/2022

24-Students anticipated for Fall 2022 (Full Capacity)

# Burleson Public Health

Vaccine totals – 56,423

COVID-19 Tests administered – 23,151

Station 2: Located @ 620 Memorial Plaza

Call center: M-F (8am-5pm)

Testing: M-F (9am-11am & special requests)

Vaccinations: MTWTF (10am-2pm) Thursday (3:30pm-6pm)

We are here if you need



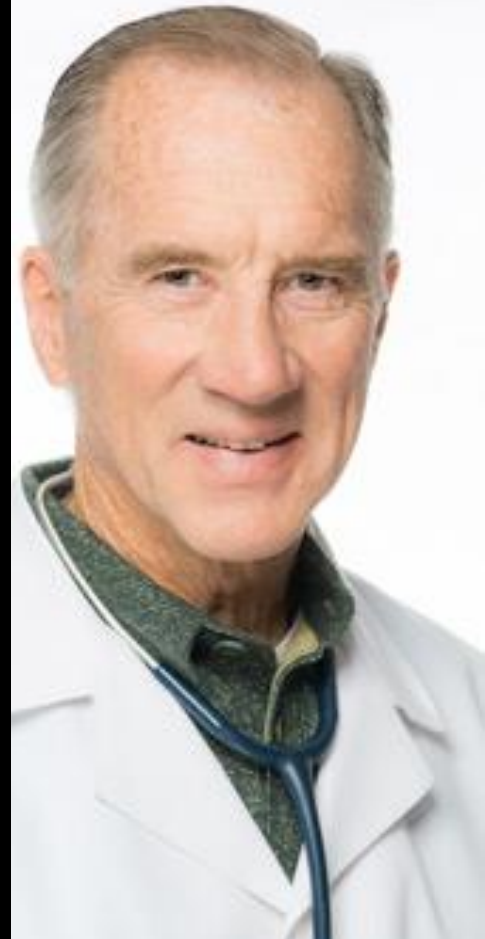
COVID-19 Testing

Register: [www.burlesontx.com/test](http://www.burlesontx.com/test)

COVID-19 Vacc

Anyone 12 and older  
Register: [www.burlesontx.com/](http://www.burlesontx.com/)

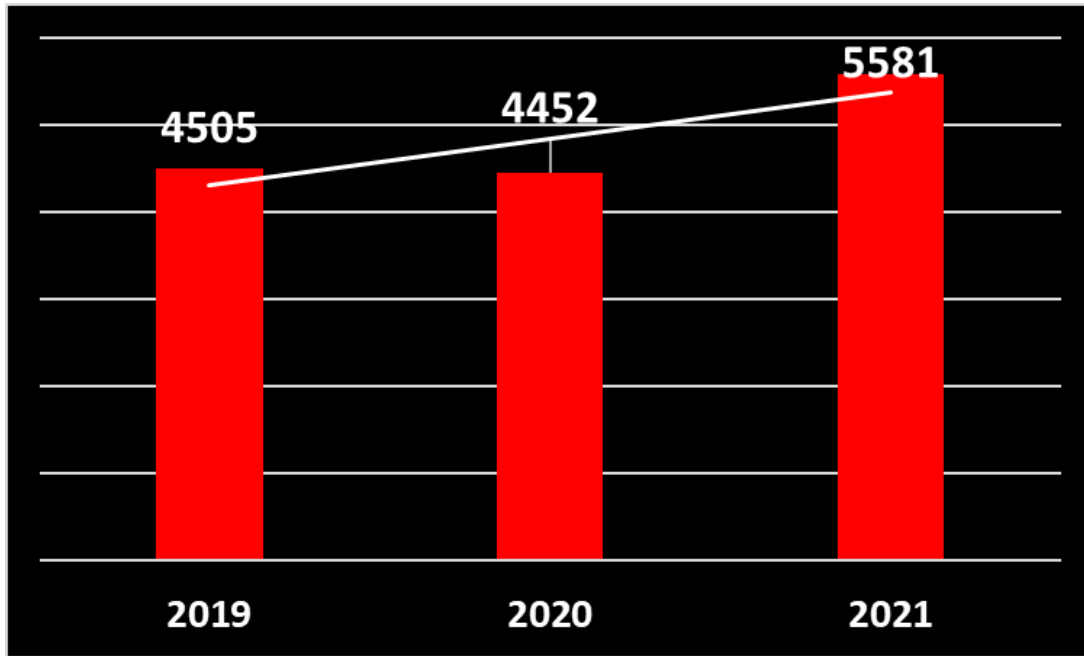
Call Center available for scheduling  
Monday - Friday 8 a.m. - 5 p.m. 682-312-3780





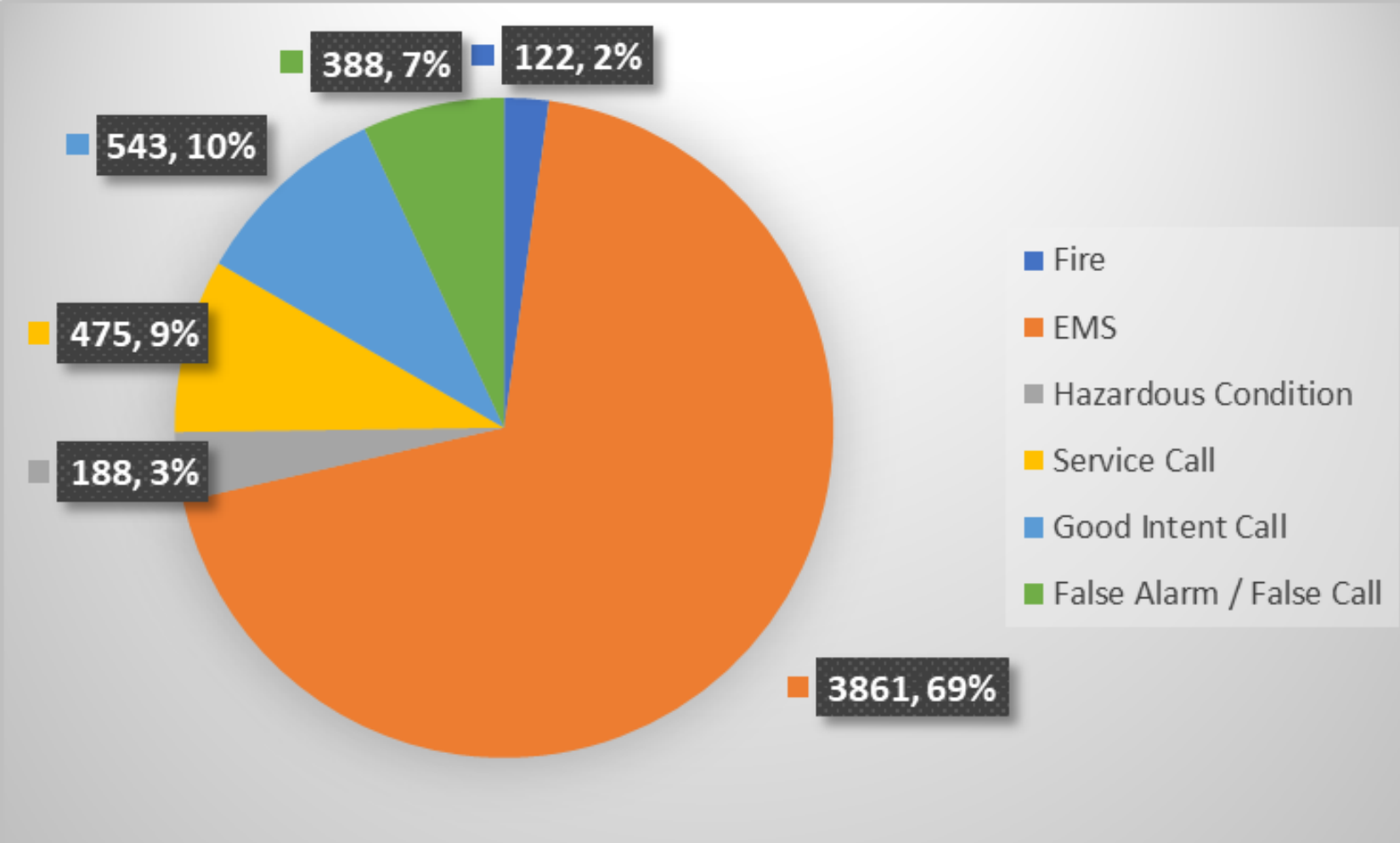
# Response Data



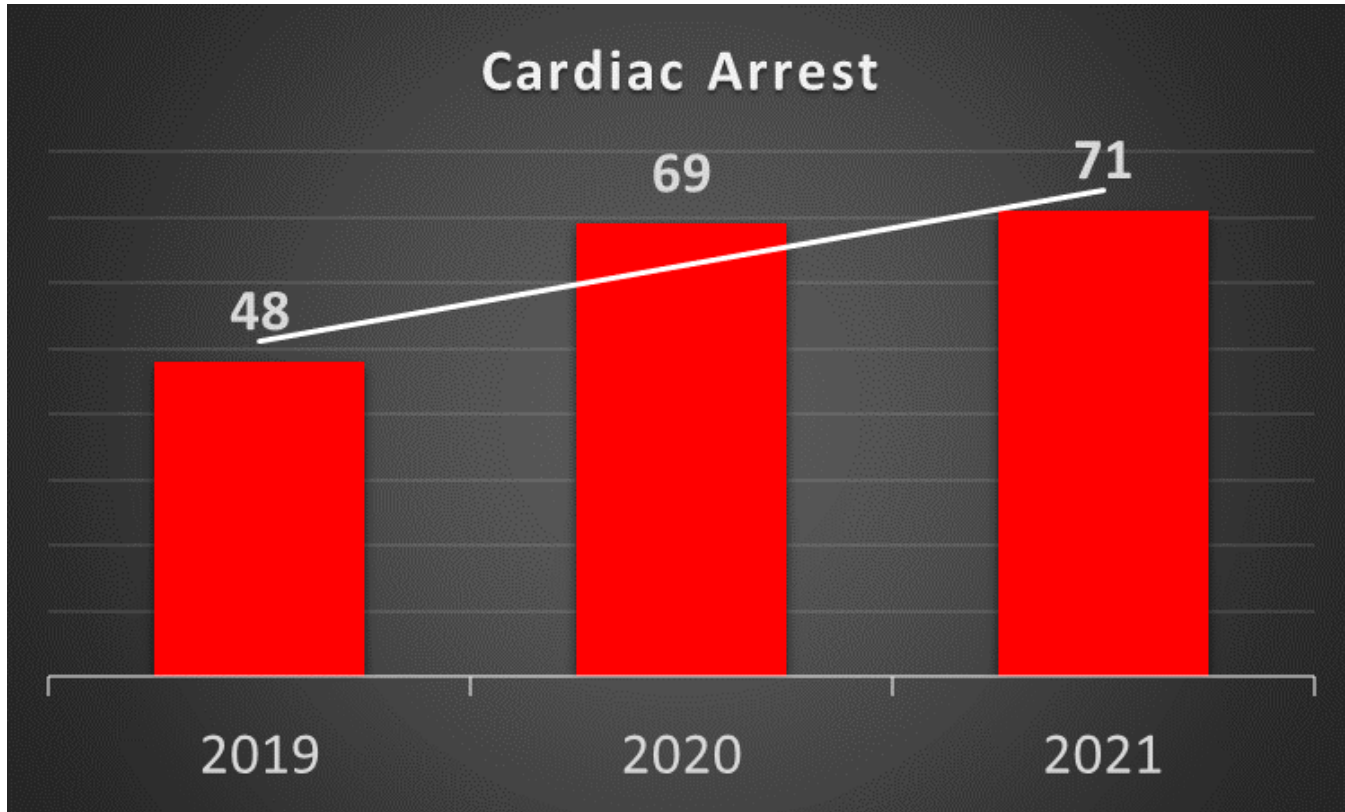


CALL VOLUME INCREASED 25% FROM 2020-2021  
2022 TRENDING FOR ADDITIONAL 10% INCREASE FROM 2021





2021 Total Calls for Service: 5581 = 25% increase vs 2020



**\*CURRENT PROJECTION FOR 2022 CARDIAC ARRESTS 87**

# Fire/EMS Cost Containment / Efficiency Strategies

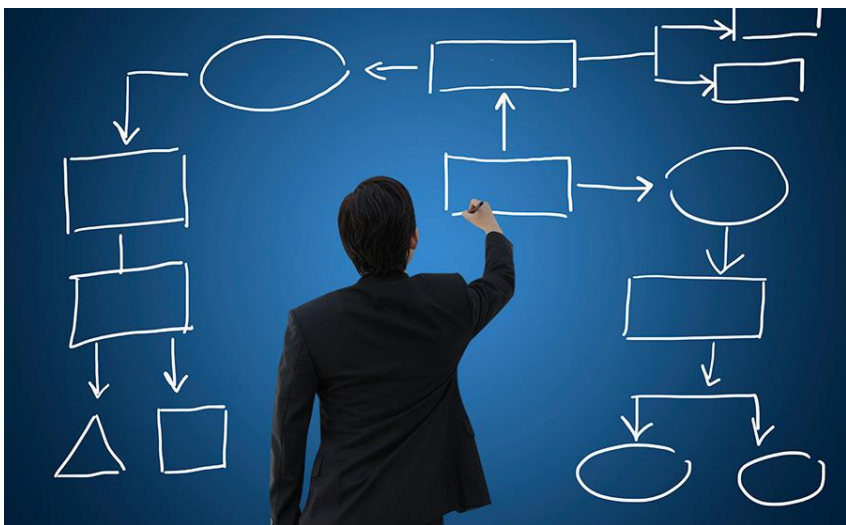
## Efficient/Effective Response

- Emergency Manager & on duty BC staff EOC during heightened risk
- Squads 1 & 16 dispatched "Priority" EMS Incidents
- Modified EMS "Nature" Codes" to reduce number of unit response
- Modified structure fire response model to include 1-squad remaining available for service
- Auto/Mutual Aid Agreements (NFPA 1710/1500 assembly standards)
- Fire Marshals respond to commercial fire alarms Mon – Fri 8-5 pm

## Improve Efficiency – Cost Containment

- Overtime policy (allows step –up Vs rank for rank)
- All BC's & step-up officers receiving fire investigator certification (reduces standby pay and overtime)
- Implemented new vacation and trade policies effective January 1, 2022 (Rank for Rank Trades; out of class must be approved)





# Daily Process Improvements

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- Reorganization of Department to Consolidate Key Divisions
- Evaluating FD building plan review process to ensure seamless service to the developer community (paperless, 3rd party etc.)
- Development & Implementation of a comprehensive public education program to ensure community is prepared for emergencies (September 1, 2022)
- Implemented three distinct emergency dispatch tones

# Continued Process Improvements

Phoenix G2 Automated Station Alerting System

QAQI – All Fire / EMS reports reviewed weekly

Training Vector Solutions (Learning Management System) /  
Sims.U.Share (Simulation Software)

Operating Fire Apparatus (TCFP Driver Operator Skills NFPA 1002)

Reestablished safety committee (reviews all workplace injuries /  
accidents)

Established Ambulance Committee to develop and recommend  
policies and procedures for ambulance operations

Developed an enhanced/robust daily checklist system for  
equipment





# Dispatch / Turn –Out Improvements

Metric	2021	2022 Current
<b><u>TurnOut:</u></b> P1 calls < 60 sec 90% of time	75.2 Sec	44 Sec
<b><u>Dispatch:</u></b> P1 Calls < 60 sec 90% of time	74 Sec	52 Sec

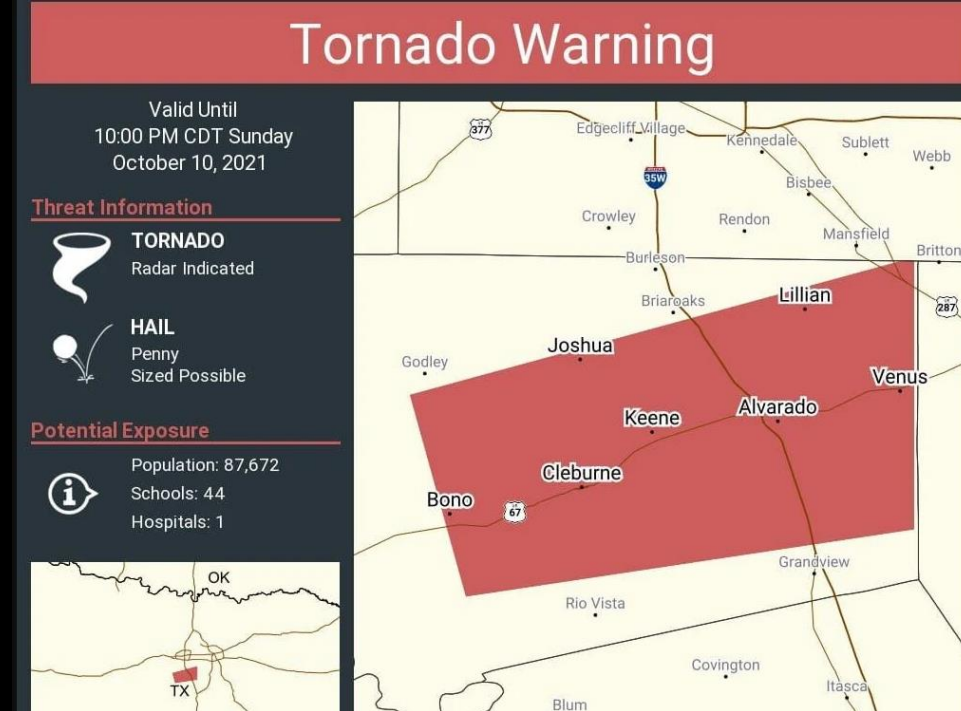




# Outdoor Warning System (OWS) Enhancement

Central Alert Software System: Automatically activates our OWS system during a Tornado Warning

Upon National Weather Service issuing a Tornado Warning that includes any part of Burleson City Limits, City's OWS is automatically activated





# Budget

FY 2022 – 2023 FISCAL CONSIDERATIONS





## Facility/Capital improvements recommend by Fitch & Associates: FD Master Plan Study

- Evaluate long-term needs for Station 1 & 3
- Station 1 built in 2003 is currently space constrained for emerging Administrative & Fire Personnel needs
- Station 3 built in 2009 is currently not in need of short-term renovation but should be considered for appropriate updates when deemed necessary
- Based on ETJ begin process to identify & land bank location for Station #5 in the area of I-35W and Bethesda to FM-917

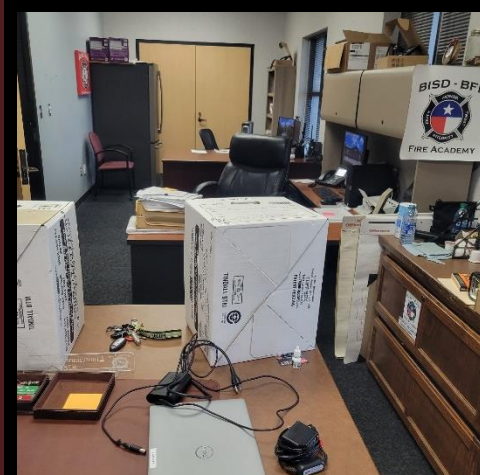
-S.

# Station 1: Remodel Consideration

REQUESTING \$45,000 FOR AN ARCHITECT TO DETERMINE  
REMODEL NEEDS FOR STATION 1

## Areas of Concern

1. Limited Office Space for Administrative & Fire Personnel
2. Work out equipment in the bay area (not a best practice)
3. Obsolete ventilation system in the bay area does not meet current industry health and safety standards
4. Common work area doubles as a bedroom
5. Limited kitchen space & capabilities for the number of staff
6. Current living space insufficient for future # of response personnel







# Future Staffing Options for Consideration FY22/23:

OPTION A: ENHANCED STAFFING HIRE 4  
FIREFIGHTERS & IMPLEMENT ALTERNATE STAFFING  
PLAN (ASP) THAT PROVIDES 3 AMBULANCES DURING  
PEAK HOURS (9A –9P) 2-AMBULANCES AFTER PEAK

COST: \$328,454 - ON BOARD - JANUARY 2023

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OPTION B: ENHANCED STAFFING HIRE 6  
FIREFIGHTERS PROVIDES 3 AMBULANCES WITHOUT  
IMPLEMENTING AN (ASP)

COST: \$494,496 - ON BOARD - JANUARY 2023

\*POSITIONS ARE ELIGIBLE FOR ARPA FUNDING  
STAFF RECOMMENDS: OPTION B

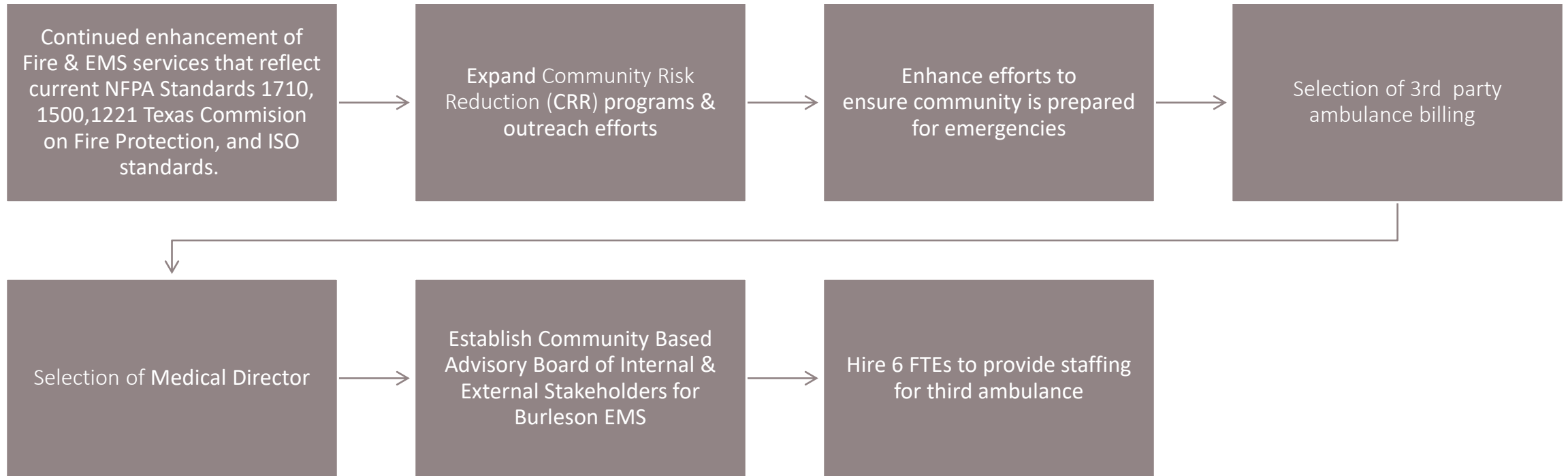
# Fire/EMS Supplemental Package Summary

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Supplementals	Ranking	One Time	Recurring	Total	FTEs
Entry Level Firefighters	1		\$494,496.00	\$494,496.00	6
Training Budget	2		\$15,130.00	\$15,130.00	
Firefighter Annual Physicals	3		\$2,400.00	\$2,400.00	
General Supplies / Uniforms	4		\$11,893.00	\$11,893.00	
Protective Clothing	5	\$24,000.00	\$11,215.00	\$24,000.00	
EMS Supplies	6		\$104,421.00	\$104,421.00	
Radios	7	\$52,297.00		\$52,297.00	
Architectural Study for Station 1	8	\$45,000.00		\$45,000.00	
Total		\$121,297.00	\$639,555.00	\$749,637.00	

	<b>FY 21-22 Budget</b>	<b>FY 21-22 Estimate</b>	<b>FY 22-23 Proposed</b>
Personnel Cost	\$ 6,936,038	\$ 6,624,235	\$ 6,958,577
Operations	\$ 937,700	\$ 963,397	\$ 1,182,591
Other Expenditures	\$ 2,201,508	\$ 2,201,508	\$ 833,806
<b>Total Expenditures</b>	<b>\$ 10,075,246</b>	<b>\$ 9,789,140</b>	<b>\$ 8,974,974</b>

## Fire Department Budget Overview (Preliminary)



## FY 22/23 Goals



# Questions / Comments

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