



**City Council
Regular Meeting Agenda**

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

Monday, April 4, 2022

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

Council Chambers

5:30 P.M. REGULAR SESSION

1. **CALL TO ORDER**

Invocation

Pledge of Allegiance to the US Flag

Texas Pledge:

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

2. **PUBLIC PRESENTATIONS**

A. Proclamations

- Proclamation recognizing April, 2022 as Child Abuse Prevention Month. (*Recipients: Madelyn Mashburn, Alliance for Children and Tammy King, Executive Director of the Children's Advocacy Center of Johnson County.*)
- Proclamation recognizing April 3-9, 2022 as National Library Week. (*Recipient: Sara Miller, Deputy Library Director*)

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A. Items to be continued or withdrawn.

- B. Items to be withdrawn from Consent Agenda for separate discussion or items to be added to the Consent Agenda.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 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 March 21, 2022 regular meeting. (*Staff Contact: Amanda Campos, City Secretary*)

Attachments

Department Memo
minutes 03.21.22

- B. Consider approval of a replat of Original Town of Burleson, Lot 12R, Block 9, addressed as 138 N Wilson Street within the City of Burleson (Case 22-022). (*Staff Contact: Tony McIlwain, Director of Development Services*)

Attachments

Department Memo
Location Map
Replat

- C. Consider approval of a facility use contract with Burleson Youth Association (BYA) for Chisenhall Fields. (*Staff Contact: Jen Basham, Parks and Recreation Director*)

Attachments

Memo

Presentation

Contract

- D. Consider approval of a permanent drainage easement to the City of Burleson associated with the Reverie Phase 2 single-family residential development located southeast of Reverie Rd. near the intersection of Reverie Rd. and Ryer Tr. *(Staff Contact: Michelle McCullough, Assistant Director of Public Works, Development)*

Attachments

Department Memo

Staff Presentation

Plat

Proposed Permanent Drainage Easement

- E. Consider approval of a permanent sanitary sewer easement to the City of Burleson associated with the Reverie Phase 2 single-family residential development located southeast of Reverie Rd. near the intersection of Reverie Rd. and Ryer Tr. *(Staff Contact: Michelle McCullough, Assistant Director of Public Works, Development)*

Attachments

Department Memo

Staff Presentation

Plat

Proposed Sanitary Sewer Easement

- F. Consider approval of a resolution authorizing a real estate contract with HCI, LLC, or assigns as buyer, to sell fee simple title to a tract of land in Johnson County, Texas, commonly known as 124 NW Magnolia St (also known as 124 SW Haskew St), for the sales price of \$190,000 and other consideration as prescribed in the contract; authorizing the City Manager to execute all documents necessary to close on the contract; authorizing the expenditure of funds; incorporating the recitals; and providing an effective date. *(Staff Contact: Alex Phillips, Economic Development Director)*

Attachments

Department Memo

Staff Presentation

Proposed Resolution

Land Sale Contract

Contract Addendum

- G. Consider approval of a resolution authorizing a Home improvement Rebate Program in accordance with Chapter 380 related to housing improvement financial incentives in amount not to exceed \$25,000. *(Staff Contact: Lisa Duello, Neighborhood Services Director)*

Attachments

Department memo

Presentation

Resolution

Exhibit A

Exhibit B

- H. Consider approval of a minute order appointing Dr. Steve Martin to a two-year term as health authority to 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)*

Attachments

Department Memo

DSHS Appointment Documents

- I. Consider approval of a two-year professional services agreement with Dr. Steven N. Martin, M.D., to act as the City of Burleson's public health authority in accordance with Chapter 121 of the Texas Health and Safety Code in the amount not to exceed \$120,000. *(Staff Contact: K.T. Freeman, Fire Chief)*

Attachments

Department Memo

Medical License

Dr. Martin 1295 form

- J. Consider approval of a two-year professional services agreement with Dr. John K. Griswell, M.D., PA, for the services of a licensed physician necessary to assist the Local Health Authority in an amount not to exceed \$40,000. *(Staff Contact: K.T. Freeman, Fire Chief)*

Attachments

Department Memo

Dr. Griswell Contract

Dr. Griswell 1295 form

- K. Consider approval of a minute order ratifying the actions of the Burleson 4B Community Service Development Corporation approving a resolution adopting the redevelopment and improvement of 135 West Ellison Street and the construction and operation of a restaurant (Heim Burleson, LLC) as a project under the Texas Development Corporation Act. *(Staff Contact: Alex Philips, Economic Development Director)*

Attachments

Department Memo

Presentation

Proposed Resolution

Chapter 380 Agreement

- L. Consider approval of a minute order ratifying the actions of the Burleson 4B Community Service Development Corporation approving a resolution adopting the redevelopment and improvement of 135 West Ellison Street and the construction and operation of a restaurant (Razzoo's, Inc.) as a project under the Texas Development Corporation Act. *(Staff Contact: Alex Philips, Economic Development Director)*

Attachments

Department Memo
Presentation
4B Resolution
Chapter 380 Agreement

6. GENERAL

- A. Consider approval of a resolution authorizing a real estate contract with Gene P. Escoe, as seller, to purchase fee simple title to a 2.927 acre tract of land, more or less, situated in Johnson County, Texas, commonly known as 11013 County Road 1020, for the purchase price of \$350,000 and other consideration as prescribed in the contract; authorizing the City Manager to execute all documents necessary to close on the contract; authorizing the expenditure of funds; incorporating the recitals; and providing an effective date. *(Staff Presenter: Eric Oscarson, Director of Public Works)*

Attachments

Department Memo
Staff Presentation
Resolution

- B. Consider approval of a resolution authorizing payment of three years of subscription fees to SHI Government Solutions for the Microsoft Enterprise Agreement in the amount not to exceed \$293,000. *(Staff Presenter: Charley Hight, Deputy Director of Information Technology)*

Attachments

Department Memo
Presentation
Proposed Resolution
MS EA Renewal
MS EA Quote
1295 Form

- C. Remove from the table and Consider approval of a minute order for appointments to city boards and commissions for 2021-2024 terms and vacancies. *(Staff Presenter: Amanda Campos, City Secretary)*

Attachments

Department Memo
Presentation

7. REPORTS AND PRESENTATIONS

- A. Receive a report, hold a discussion, and provide staff direction regarding the Chisholm Summit development. *(Staff Presenter: Tony McIlwain, Director of Development Services)*

Attachments

Staff Memo
Presentation

- B. Receive a report, hold a discussion, and provide staff direction regarding redevelopment of 130 E. Renfro Street and E. Ellison Street pedestrian improvements. (*Staff Presenter: Alex Philips, Director of Economic Development*)

Attachments

Department Memo
Staff Presentation

- C. Receive a report, hold a discussion, and provide staff direction regarding the Burleson West Transit Oriented Development (TOD) District. (*Staff Presenter: Tony McIlwain, Director of Development Services*)

Attachments

Staff Memo
Presentation

- D. Receive a report, hold a discussion, and provide staff direction regarding the Comprehensive Plan and Midpoint 2020 update. (*Staff Presenter: Tony McIlwain, Director of Development Services*)

Attachments

Staff Memo
Presentation

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

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
- Article III "Amusements" of Chapter 14 "Businesses" of the City of Burleson Code of Ordinances

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.

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

- Review, deliberate, and discuss the annual performance evaluation, duties, benefits, compensation, and contract for the City Secretary.

- Review, deliberate, and discuss the annual performance evaluation, duties, benefits, compensation, and contract for the City Manager.
- 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**
 - Project Warehouse
 - Hyder Ranch
- 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 **30th of March 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

AGENDA INFORMATION SHEET

DEPARTMENT: City Secretary Office

DATE: 04/04/2022

SUBJECT

Consider approval of the city council minutes from the March 21, 2022 regular meeting. *(Staff Contact: Amanda Campos, City Secretary)*

Attachments

Department Memo
minutes 03.21.22

Respectfully submitted:

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

DEPARTMENT MEMO

DEPARTMENT: City Secretary's Office
FROM: Amanda Campos, City Secretary
MEETING: April 4, 2022

SUBJECT:

Consider approval of the city council minutes from the March 21, 2022 regular council meeting. (Staff Contact: Amanda Campos, City Secretary)

SUMMARY:

The City Council duly and legally met on March 21, 2022 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
Phone: 817-429-9665

BURLESON CITY COUNCIL REGULAR MEETING

March 21, 2022
DRAFT MINUTES

ROLL CALL

Council present:

Victoria Johnson
Rick Green
Jimmy Stanford
Chris Fletcher
Tamara Payne
Dan McClendon
Ronnie Johnson

Council Absent:

Staff present

Bryan Langley, City Manager
Tommy Ludwig, Deputy City Manager
Amanda Campos, City Secretary
Monica Solko, Deputy City Secretary
Allen Taylor, City Attorney
Matt Ribitzki, Deputy City Attorney

1. **CALL TO ORDER –5:32 PM**

Invocation – Christopher Cass, First Baptist Church of Burleson
Pledge of Allegiance to the US Flag led by Congressman
Texas Pledge

2. **PUBLIC PRESENTATIONS**

A. Proclamations

- Recognition of Mr. Richard Ernest Livingston for his contributions to Burleson through volunteerism and substitute teaching for Burleson Independent School District.

B. Presentations

- None at this time.

C. Community Interest Items

- Great grand opening at the new Burleson Bark Park
- Women's History Month
- Visit Bailey Lake artwork
- Keep those effected by the fires in your thoughts
- Recognized the Character Council volunteers
- Join us for the Vietnam Veterans event this weekend
- Join us at the Plaza on April 2nd the farmers market event
- Thank you to Communications Department for the informative brochure on the bond election projects, the brochure is on the city's website.

3. **CHANGES TO POSTED AGENDA**

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

- None at this time.

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

- None at this time.

4. **CITIZEN APPEARANCES**

- Bill Janusch, 117 NE Clinton Street, spoke on streets that need repairs and holding contractors accountable to subpar building.

5. **CONSENT AGENDA**

A. **Minutes from the March 7 regular meeting. (Staff Contact: Amanda Campos, City Secretary)**

Motion made by Dan McClendon and Tamara Payne to approve.

Motion passed 7-0.

B. **Replat of Victory Family Church Addition, Lots 1R-1 and 1R-2, Block 1, addressed as 455 NW John Jones Dr. The property is located northwest of the intersection of SW Hillside Dr. and NW John Jones Dr. (Case 22-001) (Staff Contact: Tony McIlwain, Director of Development Services) (The Planning and Zoning Commission recommended approval by unanimous vote.)**

Motion made by Dan McClendon and Tamara Payne to approve.

Motion passed 7-0.

C. **Replat of Original Town of Burleson, Lots 1R-6R & 7R2-8R2, Block 13, addressed as 131 W Ellison Street within the City of Burleson (Case 22-014). (Staff Contact: Tony McIlwain, Director of Development Services) (The Planning and Zoning Commission recommended unanimous approval.)**

Motion made by Dan McClendon and Tamara Payne to approve.

Motion passed 7-0.

D. **Final Plat of La Cienega, Lots 1-5, Block A, located west of N County Road 810 with an approximate address of 2201 N CR 810, within the Extraterritorial Jurisdiction of the City of Burleson. (Case 21-170) (Staff Contact: Tony McIlwain, Director of Development Services) (The Planning and Zoning Commission were unable to provide a recommendation due to lack of quorum)**

Motion made by Dan McClendon and Tamara Payne to approve.

Motion passed 7-0.

- E. Final Plat of Hunter Place, Lots 1-15, Block A; Lots 1-45, Block B; HOA Lot 2X, Block B; Lots 1-14, Block C; Lots 1-26, Block D; HOA Lots 4X & 6X, Block D; Lots 1-11, Block E; Lots 1-6, Block F; Lots 1-13, Block G; HOA Lots 1X, Block G; Lots 1-16, Block H, HOA Lots 3X & 5X, Block G, located northwest of the intersection of E Renfro Street and Houston Road with an approximate address of 1445 E Renfro Street, within the City of Burleson. (Case 22-007) (Staff Contact: Tony McIlwain, Director of Development Services) (The Planning and Zoning Commission were unable to provide a recommendation due to a lack of quorum)**

Motion made by Dan McClendon and Tamara Payne to approve.

Motion passed 7-0.

- F. Final Plat of Essential Burleson, Lots 1-4, Block 1, located southeast of the intersection of NW John Jones Drive and Greenridge Drive. (Case 22-009) (Staff Contact: Tony McIlwain, Director of Development Services) (The Planning and Zoning Commission were unable to provide a recommendation due to lack of a quorum)**

Motion made by Dan McClendon and Tamara Payne to approve.

Motion passed 7-0.

- G. CSO#2016-03-2022, community facilities contract with 225 W Ellison, LLC for City cash participation for the construction of 15 parking stalls along Bransom Street in an amount not to exceed \$30,000.00. (Staff Contact: Michelle McCullough, Assistant Director of Public Works).**

Motion made by Dan McClendon and Tamara Payne to approve.

Motion passed 7-0.

- H. CSO#2017-03-2022, resolution approving and accepting the Bid ITB 2022-006 from Global Building Maintenance, Inc. for CSO#2023-03-2022 janitorial services contract in the amount not to exceed \$171,929.87. (Staff Contact: Eric Oscarson, Director of Public Works).**

Motion made by Dan McClendon and Tamara Payne to approve.

Motion passed 7-0.

- I. CSO#2018-03-2022, contract for the purchase of a software archiving platform from Smarsh, a sole source provider in the amount not to exceed \$80,143.43 (Staff Contact: Justin Scharnhorst, Purchasing Manager)**

Motion made by Dan McClendon and Tamara Payne to approve.

Motion passed 7-0.

- J. CSO#2019-03-2022, minute order ratifying the land sale contract actions taken by the Burlison 4A Economic Development Corporation (EDC) on March 21, 2022 related to IV3 Logistics Acquisition LLC, in Highpoint Business Park. (Staff contact: Alex Philips, Economic Development Director)**

Motion made by Dan McClendon and Tamara Payne to approve.

Motion passed 7-0.

- K. Council Policy #36 amendments – Purchasing Policy. (The Finance & Internal Services Committee recommended approval) (Staff Contact: Justin Scharnhorst, Purchasing Manager)**

Motion made by Dan McClendon and Tamara Payne to approve.

Motion passed 7-0.

- L. CSO#2020-03-2022, resolution authorizing sponsorship of the 4th of July Fireworks and Parade. (Staff Contact: Jen Basham, Director of Parks and Recreation)**

Motion made by Dan McClendon and Tamara Payne to approve.

Motion passed 7-0.

6. GENERAL

- A. CSO#2021-03-2022, resolution with Hoot's Lawn Care, LLC for CSO#2024-03-2022 five-year contract for Tier 1 and Tier 3 West Litter Services in the amount not to exceed \$457,537.50. (Staff Presenter: Jen Basham, Parks and Recreation Director)**

Motion made by Rick Green and Dan McClendon to remove from the table.

Motion passed 7-0.

Parks and Recreation Director Jen Basham presented items 6A and 6B together. Item 6A a contract with Hoot's Lawn Care, LLC in the amount not to exceed \$457,537.50 and item 6B a contract with BrightView Landscape Services, Inc. in the amount not to exceed \$466,996.45.

Council member Tamara Payne left the dais at 6:11 p.m. and returned at 6:12 p.m.

Motion made by Tamara Payne and Dan McClendon to approve.

Motion passed 7-0.

- B. CSO#2022-03-2022, resolution with BrightView Landscape Services, Inc. for CSO#2025-03-2022 five-year contract for Tier 2 and Tier 3 East Litter Services in the amount not to exceed \$466,996.45. (Staff Presenter: Jen Basham, Parks and Recreation Director)**

Motion made by Tamara Payne and Ronnie Johnson to remove from the table.

Motion passed 7-0.

Parks and Recreation Director Jen Basham presented items 6A and 6B together

Motion made by Victoria Johnson and Tamara Payne to approve.

Motion passed 7-0.

7. REPORTS AND PRESENTATIONS

A. Receive a report, hold a discussion and provide staff direction regarding McNairn Rd. (*Staff Presenter: Eric Oscarson, Director of Public Works*)

Director of Public Works Eric Oscarson reported and discussed McNairn Road. Staff recommends leaving McNairn as an ally option with reduced speed and speed bumps.

After a brief discussion and questions, Council consensus was to move forward with changes and bring back to Council for formal consideration.

B. Receive a report, hold a discussion, and provide staff direction regarding Tax Increment Financing Reinvestment Zone (TIRZ) #3. (*Staff Presenter: Tommy Ludwig, Deputy City Manager*)

Deputy City Manager Tommy Ludwig reported and discussed Tax Increment Financing Reinvestment Zone (TIRZ) #3.

After a brief discussion and questions, Council consensus was to move forward with changes and bring back to Council for formal consideration.

C. Receive a report, hold a discussion, and provide staff direction on the City of Burleson Boards & Commission appointment process. (*Staff Presenter: Amanda Campos, City Secretary*)

City Secretary Amanda Campos reported and discussed the City of Burleson Boards and Commission appointment process.

After a brief discussion and questions, Council consensus was to bring back as a work session item.

Bill Janush, 117 NE Clinton Street, came forward to discuss his concerns regarding his appointment to boards and commission.

8. CITY COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS OR REPORTS

- Boards and Commissions

9. RECESS INTO EXECUTIVE SESSION

- 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
 - Seek the advice of the city attorney on legal issues relating to contract termination and service transition relating to the MedStar agreement.
- B. Discussion Regarding Possible Purchase, Exchange, Lease, or Value of Real Property Pursuant to Section 551.072**
 - Discuss possible public roadway right-of-way acquisition.
- 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**
 - Project Warehouse
 - Hyder Ranch
- G. Pursuant to Sec. 418.0183(f), deliberation of information related to managing emergencies and disasters including those caused by terroristic acts (must be tape recorded)**

Motion was made by Jimmy Stanford and Ronnie Johnson to convene into executive session at 8:20 p.m.

Motion passed 7-0.

Motion was made by Ronnie Johnson and Rick Green to reconvene into open session at 8:54 p.m.

Motion passed 6-1 with Jimmy Stanford absent.

ADJOURNMENT

Motion made by Dan McClendon and Ronnie Johnson to adjourn.

Mayor Fletcher adjourned the meeting at 8:54 p.m.

Monica Solko
Deputy City Secretary



City of Burleson

City Council

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

AGENDA INFORMATION SHEET

DEPARTMENT: Development Services
DIRECTOR: Tony McIlwain
DATE: 04/04/2022

SUBJECT

Consider approval of a replat of Original Town of Burleson, Lot 12R, Block 9, addressed as 138 N Wilson Street within the City of Burleson (Case 22-022). (*Staff Contact: Tony McIlwain, Director of Development Services*)

Attachments

Department Memo
Location Map
Replat

Respectfully submitted:

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

DEPARTMENT MEMO

DEPARTMENT: Development Services

FROM: Tony McIlwain

MEETING: April 4, 2022

SUBJECT:

Consider approval of a replat of Original Town of Burleson, Lot 12R, Block 9, addressed as 138 N Wilson Street within the City of Burleson (Case 22-022). (Staff Contact: Tony McIlwain, Director of Development Services) (The Planning and Zoning Commission recommended unanimous approval.)

SUMMARY:

On February 2, 2022, an application for a replat, including approximately 0.441 acre was submitted by Matt Powell, representing DFW Geodesy Surveying, on behalf of Zachary Conley and Patrick Shamblin (owner). The purpose of this replat is to update lot lines between Lot 1, Block 1, of the Depot on Main replat (Case 21-047) and Lot 12, Block 9, of Shamblin Properties, LLC for right-of-way as part of the conditions of approval for the Depot on Main replat (Case 21-047). The application is administratively complete and meets the requirements of Appendix A - Subdivision and Development regulations.

OPTIONS:

1. Approve the replat; or
2. Deny the replat

RECOMMENDATION:

Approve the replat of Original Town of Burleson, Lots 12R, Block 9, which is addressed as 138 N. Wilson Street, within the City of Burleson (Case 22-022).

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

March 22, 2022 – Planning and Zoning Commission recommended unanimous approval of Case 22-022.

June 21, 2021 – Replat of Lot 1, Block 1 for Depot on Main was conditionally approved by City Council

FISCAL IMPACT:

None

PUBLIC NOTIFICATION:

None required

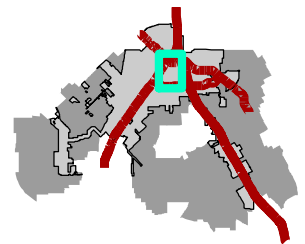
STAFF CONTACT:

Name: Lidon Pearce
Department: Planner, Development Services
Email: lpearce@burlesontx.com
Phone: 817-426-9649

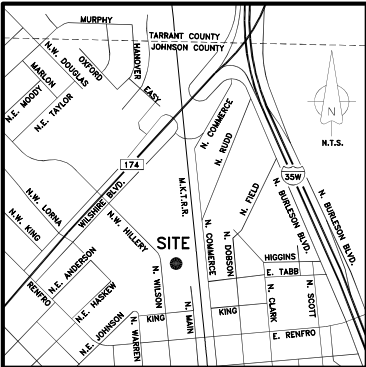


THE CITY OF
BURLESON
TEXAS

Original Town of Burleson
Lot 12R, Block9
Replat
Case 22-022



Vicinity Map



VICINITY MAP

NOTES:

1. THE PURPOSE OF THIS RE-PLAT IS TO RE-PLAT A PORTION OF LOT 12, BLOCK 9, ORIGINAL TOWN OF BURLESON.
 2. THIS PLAT DOES NOT ALTER OR REMOVE EXISTING DEED RESTRICTIONS OR COVENANTS, IF ANY, ON THIS PROPERTY.
 3. THE CITY OF BURLESON RESERVES THE RIGHT TO REQUIRE MINIMUM FINISH FLOOR ELEVATIONS 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.
- UTILITIES SERVICING SITE:**
WATER: CITY OF BURLESON
ELECTRIC: ONCOR
GAS: ATMOS
FIRE: BURLESON FIRE DEPARTMENT
SEWER: CITY OF BURLESON

BASIS OF BEARINGS:

BASIS OF BEARINGS ARE BASED ON NORTH AMERICAN DATUM OF 1983, TEXAS NORTH CENTRAL ZONE, DERIVED FROM GPS OBSERVATIONS.

FLOOD ZONE NOTE:

ACCORDING TO THE FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NO. 48251C0065J DATED DECEMBER 4, 2012, THE SUBJECT PROPERTY IS LOCATED WITHIN THE FOLLOWING FLOOD ZONE:
ZONE X: AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN.

PLAT FILED _____, 2022

JOHNSON COUNTY PLAT RECORDING

INSTRUMENT # _____ YEAR _____

DRAWER _____ SLIDE _____

BECKY IVEY, JOHNSON COUNTY CLERK

BY: _____
DEPUTY COUNTY CLERK

APPROVED BY THE CITY COUNCIL OF BURLESON, TEXAS

THIS THE ____ DAY OF _____, 2022.

BY: _____
MAYOR

BY: _____
CITY SECRETARY

LEGAL DESCRIPTION:

A TRACT OF LAND SITUATED IN THE J.W. HENDERSON SURVEY, ABSTRACT NO. 376, JOHNSON COUNTY, TEXAS, BEING A PORTION OF LOT 12, BLOCK 9, ORIGINAL TOWN OF BURLESON, ACCORDING TO THAT PLAT RECORDED IN VOLUME 59, PAGE 638, DEED RECORDS, JOHNSON COUNTY, TEXAS, ALSO BEING A PORTION OF A 0.42 ACRE TRACT OF LAND CONVEYED TO SHAMBLIN PROPERTIES LLC IN THAT DEED RECORDED IN INSTRUMENT NO. 2018-21791, DEED RECORDS, JOHNSON COUNTY, TEXAS (D.R.J.C.T.), TOGETHER WITH A PORTION OF AN ABANDONED 20' ALLEY BY CITY OF BURLESON ORDINANCE C-247 RECORDED IN VOLUME 828, PAGE 329, D.R.J.C.T. AND TOGETHER WITH A 1591 SQUARE FEET TRACT OF LAND CONVEYED TO SHAMBLIN PROPERTIES LLC IN THAT DEED RECORDED IN INSTRUMENT NO. 2022-4576, D.R.J.C.T., AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT AN "X"-CUT FOUND IN THE EASTERLY RIGHT-OF-WAY LINE OF NORTH WILSON STREET (80' R-O-W) ALSO BEING THE WESTERLY LINE OF SAID LOT 12, BLOCK 9, AT THE SOUTHWESTERLY CORNER OF SAID 0.42 ACRE TRACT;

THENCE N 05°44'22" W ALONG SAID EASTERLY RIGHT-OF-WAY LINE, SAID WESTERLY LINE, THE WESTERLY LINE OF SAID 0.42 ACRE TRACT AND ALONG THE WESTERLY LINE OF SAID 1591 SQUARE FEET TRACT, A DISTANCE OF 153.80 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "RPLS 5544";

THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY LINE N 84°15'38" E ALONG THE NORTHERLY LINE OF SAID 1591 SQUARE FEET TRACT, A DISTANCE OF 125.00 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "RPLS 5544" IN THE EASTERLY LINE OF SAID 0.42 ACRE TRACT AND ALSO IN THE APPROXIMATE CENTERLINE OF SAID ABANDONED 20' ALLEY;

THENCE S 05°44'22" E ALONG SAID EASTERLY LINE AND ALONG APPROXIMATE CENTERLINE OF SAID 20' ALLEY, A DISTANCE OF 153.80 FEET TO A 1/2" IRON ROD FOUND AT THE SOUTHEASTERLY CORNER OF SAID 0.42 ACRE TRACT;

THENCE LEAVING THE APPROXIMATE CENTERLINE OF SAID 20' ALLEY S 84°15'38" W ALONG THE SOUTHERLY LINE OF SAID 0.42 ACRE TRACT, A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING 0.441 ACRES OF LAND, MORE OR LESS.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT WE, PATRICK SHAMBLIN AND PATRICIA SHAMBLIN, ON BEHALF OF SHAMBLIN PROPERTIES, LLC, DO HEREBY ADOPT THIS PLAT DESIGNATING THE HEREINBEFORE DESCRIBED PROPERTY AS LOT 12R, BLOCK 9, ORIGINAL TOWN OF BURLESON, AND I DO HEREBY DEDICATE TO THE PUBLIC USE, FOREVER ALL STREETS, RIGHTS-OF-WAY, ALLEYS AND EASEMENTS SHOWN HEREON. THE CITY OR ANY PUBLIC UTILITY SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OF 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 OR ANY PUBLIC UTILITY SHALL AT ALL TIMES HAVE THE RIGHT OF INGRESS AND EGRESS TO AND FROM AND 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.

WITNESS MY HAND AT JOHNSON COUNTY, TEXAS, THIS ____ DAY OF _____, 2022.

PATRICK SHAMBLIN
SHAMBLIN PROPERTIES, LLC.

PATRICIA SHAMBLIN
SHAMBLIN PROPERTIES, LLC.

STATE OF TEXAS
COUNTY OF JOHNSON

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PATRICK SHAMBLIN PERSONALLY APPEARED, KNOWN TO ME OR PROVED 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 PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS ____ DAY OF _____, 2022.

NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS
COUNTY OF JOHNSON

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PATRICIA SHAMBLIN PERSONALLY APPEARED, KNOWN TO ME OR PROVED 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 PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS ____ DAY OF _____, 2022.

NOTARY PUBLIC, STATE OF TEXAS

SURVEYOR'S CERTIFICATE:

I, MATT POWELL, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS DO HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON ACCURATELY REPRESENTS THE DESCRIBED PROPERTY AS DETERMINED BY A SURVEY MADE ON THE GROUND, UNDER MY DIRECTION AND SUPERVISION. THE MONUMENTS SET OR FOUND, ARE SUFFICIENT TO ENABLE RETRACEMENT.

MATT POWELL
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5544
DATED: 02/25/22



0' 20' 40'
SCALE: 1" = 20'

TOTAL LOTS = 1

A REPLAT OF

LOT 12R, BLOCK 9

ORIGINAL TOWN OF BURLESON
CITY OF BURLESON, JOHNSON COUNTY, TEXAS

A TRACT OF LAND SITUATED IN THE J.W. HENDERSON SURVEY, ABSTRACT NO. 376, JOHNSON COUNTY, TEXAS, BEING A PORTION OF LOT 12, BLOCK 9, ORIGINAL TOWN OF BURLESON, ACCORDING TO THAT PLAT RECORDED IN VOLUME 59, PAGE 638, DEED RECORDS, JOHNSON COUNTY, TEXAS, ALSO BEING A PORTION OF A 0.42 ACRE TRACT OF LAND CONVEYED TO SHAMBLIN PROPERTIES LLC IN THAT DEED RECORDED IN INSTRUMENT NO. 2018-21791, DEED RECORDS, JOHNSON COUNTY, TEXAS (D.R.J.C.T.), TOGETHER WITH A PORTION OF AN ABANDONED 20' ALLEY BY CITY OF BURLESON ORDINANCE C-247 RECORDED IN VOLUME 828, PAGE 329, D.R.J.C.T. AND TOGETHER WITH A 1591 SQUARE FEET TRACT OF LAND CONVEYED TO SHAMBLIN PROPERTIES LLC IN THAT DEED RECORDED IN INSTRUMENT NO. 2022-4576, D.R.J.C.T.

CASE NO. 22-022

DFW JOB NUMBER

2016057-06

LEGEND:
----- DEED LINES TO BE REMOVED

OWNER/DEVELOPER:

SHAMBLIN PROPERTIES LLC
6210 COUNTY ROAD 608
BURLESON, TX 76028

SURVEYOR:

DFW
Geodesy
1108 SOUTH DORSON STREET
BURLESON, TX 76028
817-447-4122
TWP/LS FIRM NO. 150076



City of Burleson

City Council

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

AGENDA INFORMATION SHEET

DEPARTMENT: Parks & Rec
DIRECTOR: Jennifer Basham
DATE: 04/04/2022

SUBJECT

Consider approval of a facility use contract with Burleson Youth Association (BYA) for Chisenhall Fields.
(Staff Contact: Jen Basham, Parks and Recreation Director)

Attachments

Memo
Presentation
Contract

Respectfully submitted:

Jen Basham
Director
Parks and Recreation
817-426-9201
j.basham@burlesontx.com

DEPARTMENT MEMO

DEPARTMENT: Parks and Recreation

FROM: Jen Basham

MEETING: April 4, 2022

SUBJECT:

Consider approval of a facility use contract with Burleson Youth Association (BYA) for Chisenhall Fields. (Staff Presenter: Jen Basham, Parks and Recreation Director).

SUMMARY:

In November 2010, the City of Burleson (City) and BYA entered into a facility usage agreement for the use of Chisenhall Fields concessions building and athletic fields in addition to the Whitley Building as Bartlett Soccer Complex. The agreement also designated BYA as the primary provider of recreational baseball, softball, and football for the City. The current term was revised in May 2015 for simplification and greater transparency.

A new contract is being proposed to a) add concession revenue fees, b) increase Price per Player fees, c) modify season parameters, and d) make additional changes in regard to subletting, reporting, and exclusivity.

PREVIOUS ACTION:

October 2021 – City Council reviewed first draft of terms and requested additional information for November meeting.

November 2021 – City Council reviewed additional information and requested additional terms for the agreement.

February 2022 – City Council agreed to additional revisions proposed by BYA.

OPTIONS:

- 1) Approve a facility use contract with BYA for Chisenhall Fields as presented.
- 2) Approve of a facility use contract with BYA for Chisenhall Fields with changes.
- 3) Deny approval of a facility use contract with BYA for Chisenhall Fields.

RECOMMENDATION:

Staff recommends Option 1: Approve facility use contract with BYA for Chisenhall Fields as presented.

FISCAL IMPACT:

N/A

STAFF CONTACT:

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

Burleson Youth Association – Facility Use Agreement

City Council
April 4, 2022

Presented by Jen Basham, Director of Parks and Recreation

Background

- BYA entered into an agreement with the City in 2010 to offer youth sports to the Burleson community

The agreement is for 5 years with an option to renew annually for 5 additional years

- In the fall of 2021 staff began working with BYA to update the terms of the agreement

- Council reviewed the new terms for the first time in October of 2021

additional information was requested to be brought back at the November meeting

- Council reviewed the additional information in November of 2021

Council requested that additional terms be added to the the agreement



Background



- Staff met with BYA in December of 2021 to review additional requests

BYA accepted most revisions but asked for a different percentage and maintenance on the concession revenue

- In February 2022, Council agreed to additional revisions proposed by BYA

A close-up photograph of a hand holding a black and gold fountain pen, signing a document. The pen is positioned over a line labeled 'Signature'. The background shows blurred text from the document.

Summary of Agreement

BYA

1. Responsible for scheduling, coordinating, and managing all youth recreational leagues for football, baseball, and softball at Chisenhall Fields
2. Reserve field usage with City
3. Concession operations
4. Managing revenues
5. Paying designated Price Per Player fees to City
6. Pays 10% of net revenue from concessions
7. Responsible for maintenance and replacement of concessions equipment

City

1. Owner of Chisenhall Fields (Park and Facilities)
2. Review and receive Price Per Player revenues and concessions revenues
3. Maintains Park
4. Inspects concessions equipment to ensure maintenance compliance
5. Ensures field availability during designated seasons of play

Significant changes in new contract

1. Exclusivity changed to Non-Exclusive agreement to help City recover costs in permitting non-BYA tournaments when fields are not in use by BYA
2. Price Per Player (PPP) Fee increased from \$3 per player to \$6 per player
3. Non-resident Fee in addition to PPP increased from \$2 per player to \$3 per player
4. Summer season added for mid-June thru Mid August
5. Winter field closures for off-season maintenance for mid-November to mid-February
6. All subletting for Whitley Building to go through City



Additional Changes of Significance



Concessions

- BYA pays City 10% of net profits from concessions at city facilities
- BYA responsible for maintenance and replacement of all concessions equipment
- The City will assume ownership of equipment if contract is terminated



Financial Reporting

- Monthly detailed report on financials, registrants, and tournaments
- Financial reports must include beginning and ending inventory for concessions
- The City has the right to audit BYA's book at anytime



Compliance

- An annual inventory will be completed to review life and maintenance of equipment
- All replaced equipment will be approved by City
- BYA will submit receipts and maintenance records for all equipment

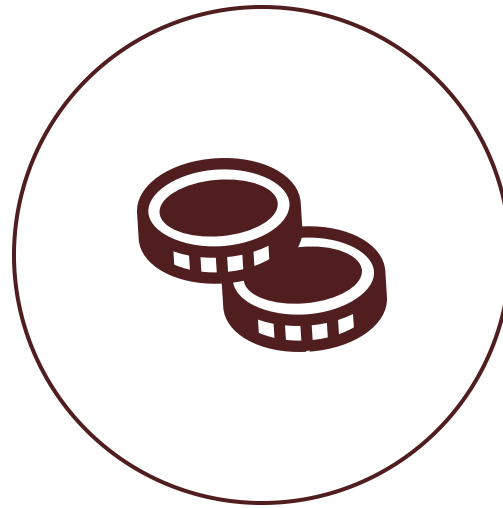
BYA supports the requests made by council in all areas, and asked for one change regarding concessions

Options

Staff recommendation



Approve a five-year contract with BYA with five consecutive one-year renewal options.



Approve BYA contract with changes.



Deny BYA contract.

**FACILITIES USAGE
AGREEMENT BETWEEN**

**CITY OF
BURLESON AND**

**BURLESON YOUTH
ASSOCIATION**

This AGREEMENT, made this ____ day of ___, 20____ (the "effective date"), between the City of Burleson, Texas, a home rule municipal corporation (hereinafter called "City") and the BURLESON YOUTH ASSOCIATION, a Texas nonprofit corporation (hereinafter called "BYA").

WHEREAS, the City and BYA (the "Parties") have entered into that certain Facility Use Agreement (the "Agreement") on the 11th of May, 2015; and

WHEREAS, the City and BYA wish to revise the Agreement to simplify the relationship, address matters heretofore unaddressed, and to provide greater accountability and transparency in the provision of youth athletics at certain city parks and recreation facilities.

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

Article I

Recreational Leagues

1.1 APPOINTMENT: The City hereby designates, appoints and authorizes BYA as the primary provider of recreational youth baseball, softball, and football leagues during the term of this Agreement. BYA hereby accepts such appointment and authorization and agrees to use its best efforts to discharge its responsibilities as provided herein during the term of this Agreement. It is agreed and understood, however, the City remains the owner of the Park. This Agreement does not lease, grant, sell, or convey any right, title or interest in the real estate where the Park is located to BYA.

1.2 NON-EXCLUSIVITY: This Agreement is non-exclusive. Nothing in this Agreement shall be construed as granting BYA the right to be the exclusive association to organize, schedule or operate any youth baseball, softball, and football leagues within the property of the Park.

1.3 RIGHTS AND DUTIES OF BYA: BYA shall have control of, and assume full responsibility for, all matters related to the operation of youth baseball, softball, and football leagues, including but not limited to:

- a. The right to conduct youth baseball, softball, and football player registration.

b. The right to enter into sub-contract agreements necessary for officiating requirements for the proper operation of youth baseball, softball, and football leagues.

c. The right to enter into subcontract agreements with parent baseball, softball, and football sanctioning organizations (e.g. PONY, Little League, etc.) regarding recreation league play.

d. BYA agrees to incorporate into its bylaws the following provisions related to BYA's solicitation of goods and services:

(1) Opportunities for vendors / contractors to do business with BYA will be published on the organization's website at least 2 weeks prior to the deadline for accepting bids/quotes, and

(2) Board members must abstain from voting to award a contract or quote to a vendor if that Board member has a conflict of interest. For purposes of this section, a conflict of interest exists if a Board member, or member of the Board's immediate family, is in position to derive personal benefit from actions or decisions made by the Board member acting in their official capacity.

1.4 LEAGUE GAME SCHEDULING: BYA will develop the season's schedule for league play prior to the start of the season within the following parameters:

a. For weekday games: All games must conclude no later than 10:30 p.m.

b. For Weekend games: All games must conclude no later than 11:00 p.m.

c. No league games scheduled will be cancelled or rescheduled to allow for tournament play. League games should be scheduled for each weekend throughout the season except on city holidays or student holidays/ breaks (as identified by the Burleson ISO). No more than two (2) consecutive weekend(s) and a maximum of 3 weekends per league season may be left unscheduled to allow for tournament play.

d. BYA will not use the fields in the Park from November 15th through February 15th each year to allow for field maintenance and field rest. The City, however, may grant BYA permission to use a field or fields in the Park between November 15th and February 15th for special events or make up games if the City determines, in its sole and uncontrolled discretion, that the event or game would not affect the needs of the fields. To be effective, any permission granted by the City to BYA pursuant to this subsection must be in writing and signed by the City Manager or Director of Parks and Recreation.

e. BYA shall submit the recreation schedule to the City for approval prior to its publication and/or prior to the start of league play. The City, as owner of the Park, shall have final authority for approval of the schedule. Exceptions or

modifications to the schedule, one approved by the City, shall be approved by both parties.

- f. All approved scheduled play will be entered into City's reservation system software. Any rescheduling will need to be submitted in advance to be updated in the reservation system software.
- g. BYA shall give the City at least twenty-four (24 hours) notice prior to rescheduling any game or other event, and such rescheduled game or event shall not be effective and approved unless such rescheduled game or event does not conflict with any other reservation entered into the City's reservation system software.
- h. The City shall have the final decision on field playability and park closure resulting from but not limited to: field maintenance requirements, weather related delays and/or cancellations.

1.5 RIGHTS AND DUTIES OF THE CITY: City shall have complete control of all aspects of the management and operations of the Park including, but not limited to, the following:

- a. City shall have the right to open and close the Park in compliance with weather events, maintenance procedures or other necessary functions. All weather event closings shall be in compliance with the adopted Park Emergency Closing Plan, attached as Exhibit "A". City shall supply BYA with a copy of Park Emergency Closing Plan. City shall advise BYA in a timely manner regarding such closures.
- b. [This provision intentionally left blank.]
- c. City shall bear the full responsibility for payment of all maintenance and operational costs of the park.
- d. City shall be responsible for maintenance and repair of all park amenities, including but not limited to: fences, bleachers, parking areas, trees, sidewalks, lights, and concession stands.
- e. City shall support BYA events with necessary, maintenance including but not limited to: daily trash detail, restroom maintenance, and weekly turf maintenance.
- f. City shall have the sole authority to enter into vendor agreements for the sale of non-alcoholic beverages and to retain said proceeds.
- g. City shall have the sole authority to enter in park sponsorship agreements related to capital improvements or naming rights of the park.

- h. City shall have the sole and exclusive right to schedule tournaments. No other entity may schedule a tournament without the express written consent of the City.

1.6 COACHES

- a. BYA shall require that all coaches who will have direct contact with players receive proper training in the teaching of baseball, softball and football.
- b. BYA will conduct an annual Criminal Background Check on all coaches and officials who have direct contact with players. BYA will make Criminal Background Checks available to the City upon request.
- c. No person who has been indicted, charged with, under probation for, received deferred adjudication for, or has been convicted of any of the following shall be permitted to serve as a coach or official:
 - (1) a crime against persons within the last 5 years; or
 - (2) any sex crime.
- d. Any BYA Coach who receives two or more ejections by an umpire/official during any season will be suspended from coaching at the Park for a period of one calendar year.
- e. Should the Police be called to the Park due to the misconduct of any BYA Coach, the Coach will be suspended from Coaching and barred from the Park for a period of a one calendar year.

1.7 PRICE PER PLAYER FEE

- a. BYA is required to pay to the City a Price Per Player fee ("PPP") for each recreational league player. The PPP for every recreational league player beginning with the Spring 2022 season shall be \$3.00 until the Fall 2022 season. Beginning with the Fall 2022 season, the PPP for every recreational league player shall be \$6.00 for the remainder of the term of this Agreement.
- b. The PPP must be paid for all recreational league participants excepting no more than 20 participants who (1) pay a reduced registration fee; or (2) whose registration fee is considered a scholarship by BYA per season
- c. BYA shall keep complete and accurate records necessary to validate the amount of PPP fees paid to the City. BYA will be responsible for remittance of the PPP to the City within (30) days from the conclusion of the league registration period.

- d. BYA agrees the current League Registration Fee for baseball and softball will remain unchanged for a period of two (2) years from the date of execution of this contract, save and except for adjustments due to inflation as defined in paragraph a. of this section.

1.8 NON-RESIDENT FEE

- a. In order to ensure the cost of providing access to and maintenance of athletic fields are not borne solely by the residents of Burleson, recreational league players living outside of the established city limits of Burleson shall be responsible for the payment of a nonresident fee ("NRF").
- b. In addition to the PPP fee provided herein, for a single member the NRF fee shall be two dollars (\$2.00) per non-resident member in addition to the PPP fee in 1.7a until the Fall 2022 season. Beginning the Fall 2022 season, the NRF fee shall be three dollars (\$3.00) for the remainder of the term of this Agreement. This fee shall be collected and remitted to the City no later than 30 days after the start of each recreation season.
- c. The City shall furnish BYA with an annual residency verification listing. BYA shall be responsible for including this information in the on-line registration process. BYA shall not be responsible for verifying accuracy of residential status. In the event that a player registered as a resident is discovered to be a non-resident, BYA agrees to collect current and past due non-resident registration fees at the next season signup and remit to City.

1.9 CONCESSION OPERATION AND REVENUE

- a. BYA shall be responsible for the operation of the Park's Concession Stands during recreational league play. This responsibility includes but is not limited to: operating the stands during all periods when the Park is actively being used in the playing of games, scheduling of staffing, purchasing of food stuffs and other items for sale, repair of damages caused by BYA or its volunteers, and applying for and maintaining a valid food handling permit.
- b. BYA agrees to vend only approved nonalcoholic beverages at the concession stands within the Park. No alcoholic beverages shall be sold or consumed within the Park.
- c. BYA must operate all concessions in accordance with the sanitation requirements promulgated by the City of Burleson Code of Ordinances as well as state and federal law.
- d. After each use by BYA, BYA must clean the concession stands including, but

not limited to, floors, cooking equipment, utensils, sinks, and counter tops. All food should be stored in approved containers at all times. Waste must be properly disposed of.

- e. BYA shall be provide to the City 10% of net revenues from concession sales conducted during operation of the Park's Concession Stands.
- f. BYA shall assume all maintenance and replacement of equipment within Park's Concession Stands operated by BYA. All replacement equipment shall be reviewed and approved by the City. BYA shall submit all receipts and maintenance records for equipment. Equipment shall remain under ownership of the City and new equipment purchased shall become property of City.
- g. The City shall conduct an annual inventory of equipment to include assessment of useful remaining life and maintenance.

Article II

Tournaments

2.1 OVERVIEW: Tournament play at the Park is secondary to Recreational League play. The purpose of holding tournaments at the Park is to provide a local venue for Burleson youth seeking tournament opportunities, to showcase the Park as an amenity, and to create economic benefit for the City which reduces the amount of taxpayer funding required to pay for the Parks construction and maintenance.

2.2 TOURNAMENT PLAY

- a. The City has the sole and exclusive right to schedule all tournaments played at any city Park on any date provided said date does not conflict with recreational league play.
- b. BYA may assist the City in marketing the Park for tournament play by referring potential tournament organizers (i.e. sanctioning bodies) to the City for scheduling of the tournament. Under no circumstances will BYA schedule a tournament nor enter into a contract with any sanctioning body for a tournament at any City Park.
- c. The City agrees make good faith effort to provide BYA three (3) weeks' but no less than one (1) weeks' notice prior to the start date of the Tournament in order for BYA to adequately staff the concession stand and order the appropriate amount of supplies. The City will send tournament schedule to the BYA President and BYA Concessions Manager.

2.3 TOURNAMENT CONCESSIONS

- a. The City agrees to make a good faith effort to offer BYA the option to operate the concession stands for any tournament held at the Park. In the event BYA does operate the concession stands, BYA's operation of the concession stands shall be in conformance with Section 1.9 of this Agreement and BYA shall retain all revenue from the operation of the concession stands during the Tournament.
- b. If BYA chooses not to provide concessions for a tournament, BYA must provide the City no less than three (3) weeks' notice prior to the start date of the Tournament. In the event that a tournament is booked through the City on less than three (3) weeks' notice, BYA will have the option to choose not to provide concessions upon receiving notice.

2.4 FINANCIAL REPORTING

- a. BYA shall keep and maintain monthly, detailed reports on financials, registrants, and tournament. Financial reports must include beginning and ending inventory for concessions operations.
- b. The City reserves the right to audit BYA's financial reports at any time.

Article III

Insurance

- 3.1 BYA agrees to provide to City proof of liability insurance coverage thirty (30) days prior to the start of each season. The limits of coverage are:

Commercial General Liability \$1,000,000

Damage to Rented \$100,000

Medical \$1,000.00 Personal

Injury \$1,000,000

General Aggregate \$3,000,000

Excess Accident \$100,000 with a \$50.00 deductibleNo Automobile Liability

- 3.2 BYA insurance shall be underwritten by entities authorized to do business in the State of Texas. BYA insurance policy or policies shall name the City as an additional insured and cover all risks arising from BYA's use of the Park.

Article IV

Indemnification

BYA SHALL INDEMNIFY AND HOLD THE CITY AND ITS OFFICERS, EMPLOYEES AND VOLUNTEERS HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS, LIENS, LOSSES, EXPENSES, FEES (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS OF DEFENSE), PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING PERSONAL OR BODILY INJURY (INCLUDING DEATH), PROPERTY DAMAGE, OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT THAT IS FOUND BY A COURT OF COMPETENT JURISDICTION TO BE CAUSED SOLELY BY THE NEGLIGENT ACT, ERROR, OR OMISSION OF BYA OR ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, AFFILIATE VOLUNTEER OR SUBCONTRACTOR OF BYA, OR THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS OR REPRESENTATIVES, WHILE OPERATING OR MANAGING THE BYA LEAGUES OR CITY SCHEDULED TOURNAMENTS AT THE PARK, OR THE CONCESSION STAND(S) AT SUCH LEAGUES OR TOURNAMENTS. THE INDEMNITY PROVIDED UNDER THIS SECTION DOES NOT APPLY TO ANY LIABILITY RESULTING FROM THE NEGLIGENCE OF THE CITY, ITS OFFICERS, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS. IF BYA AND THE CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THIS SECTION 12 IS SOLELY FOR THE BENEFIT OF THE CITY AND THE BYA AND DOES NOT CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. BYA AND THE CITY SHALL PROMPTLY ADVISE EACH OTHER IN WRITING OF ANY KNOWN CLAIM OR DEMAND AGAINST BYA OR THE CITY RELATED TO OR ARISING OUT OF BYA'S ACTIVITIES ON THE PROPERTY.

Article V

Severability

If any provision of this Agreement is held to be invalid, illegal or unenforceable by a final order entered by a court of competent jurisdiction, the validity, legality and

enforceability of the remaining provisions shall not in any way be affected or impaired. For purposes of this Agreement, a court order shall be final only to the extent that all available legal rights and remedies pertaining to such order, including without limitation all available appeals, have been exhausted.

Article VI

Term of Agreement

- 6.1 Term of Agreement. The term of this Agreement shall be for a five (5) year period, beginning on the date of execution of this Agreement.
- 6.2 Renewal and Extension. This Agreement shall automatically renew and extend under the same terms and conditions contained in this Agreement for five (5) successive one (1) year terms after the initial five (5) year term, unless BYA or City provide written notice to the other party of their intention to not renew this Agreement, said notice to be delivered prior to expiration of the then current term. In no case shall the term of this Agreement extend beyond 10 years from the Effective Date of this Agreement.
- 6.3 BYA shall retain the rights to The Whitley Building (hereinafter referred to as the Facility) located at Bartlett Park to be used for a meeting area as needed by BYA. BYA agrees to maintain the Facility in keeping with all applicable City codes and to obtain and continue appropriate insurance coverages for the Facility in accordance with this Agreement. The City shall not contribute to the maintenance of the Facility. This includes vandalism to the Facility including, but not limited as graffiti. BYA shall not sublet the use of the Facility and shall coordinate with the City for any request to sublet.
- 6.4 Event of Default:
 - a. BYA shall discharge its duties under this agreement in an efficient and competent manner and shall provide high quality youth baseball, softball and football leagues which meet the needs of Burleson youth and their families. BYA acknowledges and understands that it is an event of default under this agreement when the City Council, in its sole and exclusive discretion, determines that BYA has failed to meet the standards of efficiency, competency and quality. Should the City Council make such a determination, the agreement shall be immediately terminated and all parties shall be released from their obligations under this agreement, except (1) an obligation to pay monies due on the date of termination, or (2) an obligation to indemnify under Article IV due to an occurrence prior to the date of termination which obligations shall survive the termination.
 - b. Should either party be found to be in default of their obligations under this agreement (other than a default under 6.4 a. above), the defaulting party shall be given written notification of the event of default and given 90 days

upon which to cure. If the defaulting party fails to cure within the 90 day cure period, this agreement shall be terminated and all parties shall be released from their obligations under this agreement, except (1) an obligation to pay monies due on the date of termination, or (2) an obligation to indemnify under Article IV due to an occurrence prior to the date of termination which obligations shall survive the termination.

Article VII

Independent Contractor/Indemnity

In executing this Agreement and in performing their respective obligations hereunder, the City and BYA are acting independently and not in any form of partnership or joint venture. The City assumes no responsibilities or liabilities to any third parties in connection with this Agreement.

Article VIII

Force Majeure

The Parties may be excused from performance under this agreement when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the Party has prudently and promptly acted to take any and all steps that are within the Party's control to ensure performance and to shorten the duration of the event of Force Majeure. If either Party suffers an event of Force Majeure, it shall provide notice of the event to the other Party immediately. Subject to this provision, such nonperformance shall not be deemed an event of default.

Article IX

Notice

All notices required or permitted by this Agreement will be delivered either (a) by certified mail, postage prepaid, effective five days after mailing, or (b) by hand delivery, effective upon delivery, in either case addressed as follows (or to such other address as a party may specify to the other party by notice delivered in accordance with the terms hereof):

To BYA: BYA President: ashli@bya.org or info@bya.org

To City: Deputy Director of Parks: ParkRecAdmin@burlesontx.com

Article X

Miscellaneous

- 10.1 This Agreement was approved by City Council at its meeting on April 4, 2022.
- 10.2 If any section, subsection, paragraph, sentence, phrase, or word of this Agreement is held invalid for any reason, the balance of this Agreement will remain in effect and will be read as if the parties intended at all times not to include the invalid section, subsection, paragraph, sentence, phrase, or word.
- 10.3 This Agreement will be construed under the laws of the State of Texas and the venue of any lawsuit arising hereunder shall be in district court in Johnson County, Texas.
- 10.4 If on account of any breach or default by a party of its obligations under the terms, conditions, or covenants of this Agreement, it shall be necessary for the other party to employ or engage an attorney or attorneys or use its own attorneys to enforce or defend any of the rights or remedies hereunder, and should the other party prevail, other party shall be entitled to any reasonable attorney's fees, costs, or expenses it incurs in connection herewith.
- 10.5 This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter hereof.
- 10.6 No amendment, modification or alteration of the terms hereof shall be binding unless the same shall be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.
- 10.7 The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.
- 10.8 No waiver by a party in any event of default, or breach of any covenant, condition or stipulation herein contained shall be treated as waiver of any subsequent default or breach of the same or any other covenant, condition or stipulation hereof.
- 10.9 This Agreement may be executed by the parties in multiple counterparts, all of which counterparts when taken together constituting one agreement.

Article XI Definitions

11.1 **Recreational league:** A group of recreational youth sports teams from age 5 to age 18 that regularly play one another according to an established schedule. The regular season of play for each league is defined below:

- (a) **Baseball:** Three seasons consisting of (1) a spring season during the months of February through June, (2) a summer season consisting of mid-June- mid August, and (3) a fall season during the months of September through mid-November.
- (b) **Softball:** Three seasons consisting of (1) a spring season during the months of February through June, (2) a summer season consisting of mid-June- mid August, and (3) a fall season during the months of September through mid-November.
- (c) **Football:** A fall season during the months of August through December.

Member: A member is defined as participant who pays the annual membership fee to BYA and is allowed to vote for BYA board candidates.

League Registration Fee: The fee required to become a recreational league participant.

Park shall mean Chisenhall Fields but shall be extended to mean any other City facility used by BYA for purposes permitted by this Agreement.

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

CITY OF BURLESON

By: _____

Name: _____

Title: _____

Date: _____

STATE OF TEXAS §

§

COUNTY OF JOHNSON §

 This instrument was acknowledged before me on _____, 20__ by
_____, known personally by me to be the _____ of the
City of Burleson, on behalf of said City.

[Notary Seal]

Notary Public, State of Texas

APPROVED AS TO FORM AND LEGALITY:

City Attorney

Burleson Youth Association (BYA)

By: _____

Name: _____

Title: _____

Date: _____

STATE OF TEXAS §

§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 20__ by
_____, known personally by me to be the
_____ of Burleson Youth Association, on behalf of said entity.

[Notary Seal]

Notary Public, State of Texas



City of Burleson

City Council

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

AGENDA INFORMATION SHEET

DEPARTMENT: Public Works

DATE: 04/04/2022

SUBJECT

Consider approval of a permanent drainage easement to the City of Burleson associated with the Reverie Phase 2 single-family residential development located southeast of Reverie Rd. near the intersection of Reverie Rd. and Ryer Tr. *(Staff Contact: Michelle McCullough, Assistant Director of Public Works, Development)*

Attachments

Department Memo
Staff Presentation
Plat
Proposed Permanent Drainage Easement

Respectfully submitted:

Michelle McCullough, P.E., CFM
Assistant Director of Public Works
817-426-9616
mmccullough@burlesontx.com



CITY OF BURLESON
City Council

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

DEPARTMENT MEMO

DEPARTMENT: Public Works
FROM: Michelle McCullough, P.E., CFM
MEETING: April 4, 2022

SUBJECT:

Consider approval of a permanent drainage easement to the City of Burleson associated with the Reverie Phase 2 single-family residential development located southeast of Reverie Rd. near the intersection of Reverie Rd. and Ryer Tr. (Staff Contact: Michelle McCullough, Assistant Director of Public Works, Development)

SUMMARY:

The final phase of the Reverie Subdivision is Phase 2, which consists of 37 lots. Two offsite easements are necessary to bring this plat forward to City Council for consideration.

The developer's overall design includes a storm sewer system to convey storm water from the development and ultimately out to City owned park land, primarily located within Shannon Creek FEMA designated 100 year floodplain and floodway. Per the City's Subdivision and Development Ordinance, drainage features that cross property lines and collect runoff from adjacent properties are considered public.

The proposed drainage easement is considered public. As a result, the City shall be responsible for maintenance of the associated underground storm system and outfall structure once accepted. The developer has proposed a public drainage easement across the residential development and is shown on the plat to be filed with the county. This item proposes dedication of a drainage easement across City owned property.

OPTIONS:

1. Approve a permanent drainage easement to the City of Burleson associated with the Reverie Phase 2 single-family residential development located southeast of Reverie Rd. near the intersection of Reverie Rd. and Ryer Tr.

2. Deny a permanent drainage easement to the City of Burleson associated with the Reverie Phase 2 single-family residential development located southeast of Reverie Rd. near the intersection of Reverie Rd. and Ryer Tr.

RECOMMENDATION:

Approve a minute order granting a permanent drainage easement to the City of Burleson associated with the Reverie Phase 2 single-family residential development located on southeast of Reverie Rd. near the intersection of Reverie Rd. and Ryer Tr.

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

None

FISCAL IMPACT:

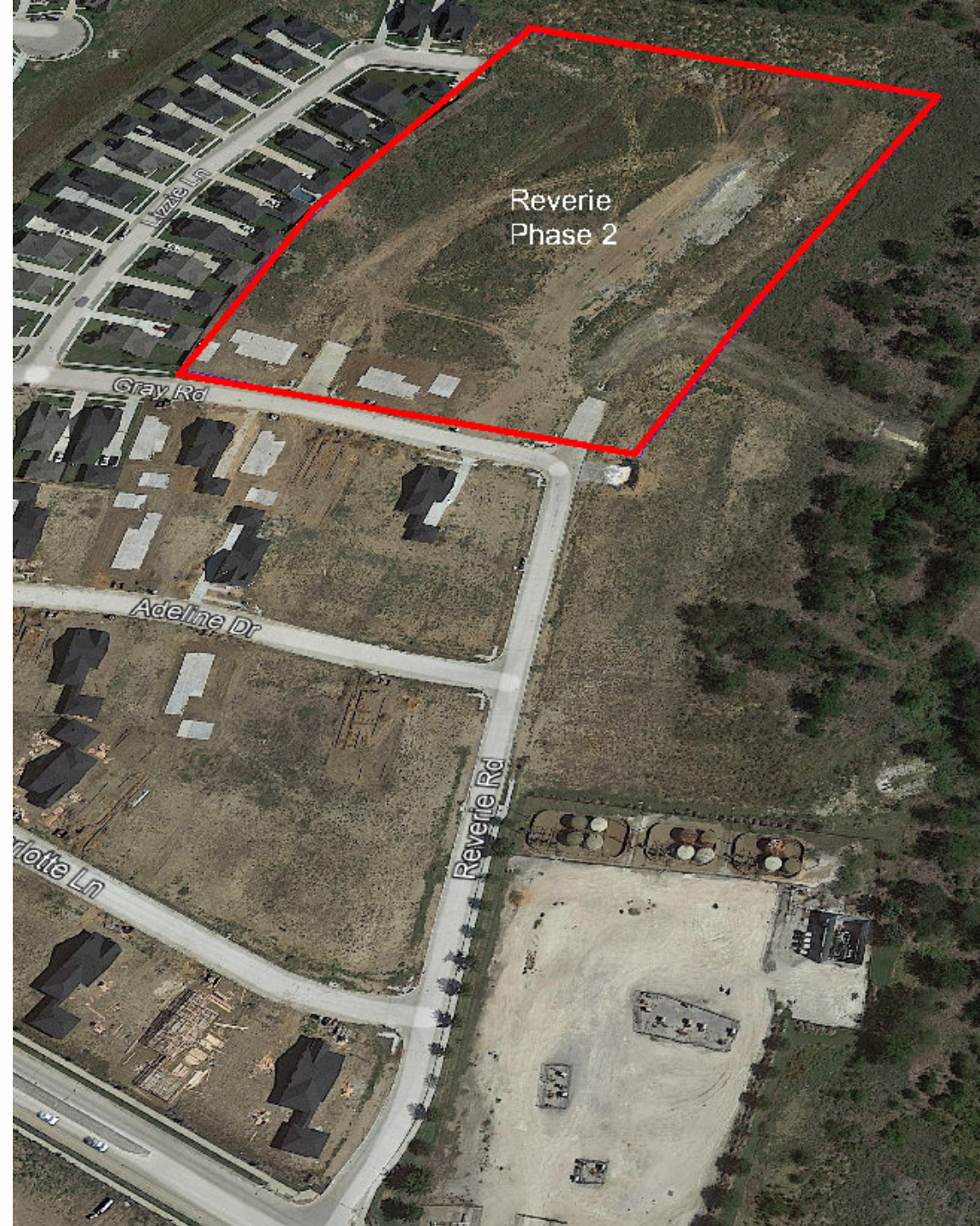
None

STAFF CONTACT:

Name:	Michelle McCullough, P.E., CFM
Department:	Public Works
Email:	mmccullough@burlesontx.com
Phone:	817-426-9616

CITY OF BURLESON

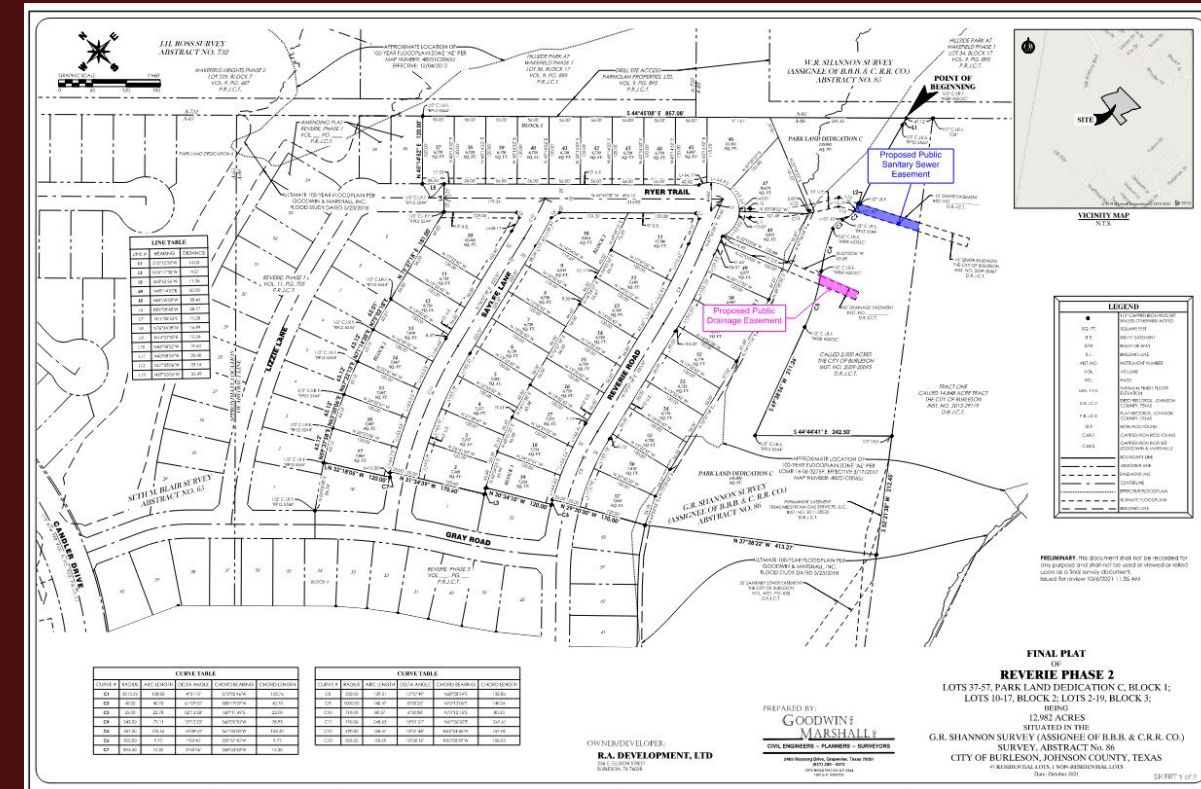
Permanent Public Drainage Easement



HISTORY

• REVERIE, PHASE 2

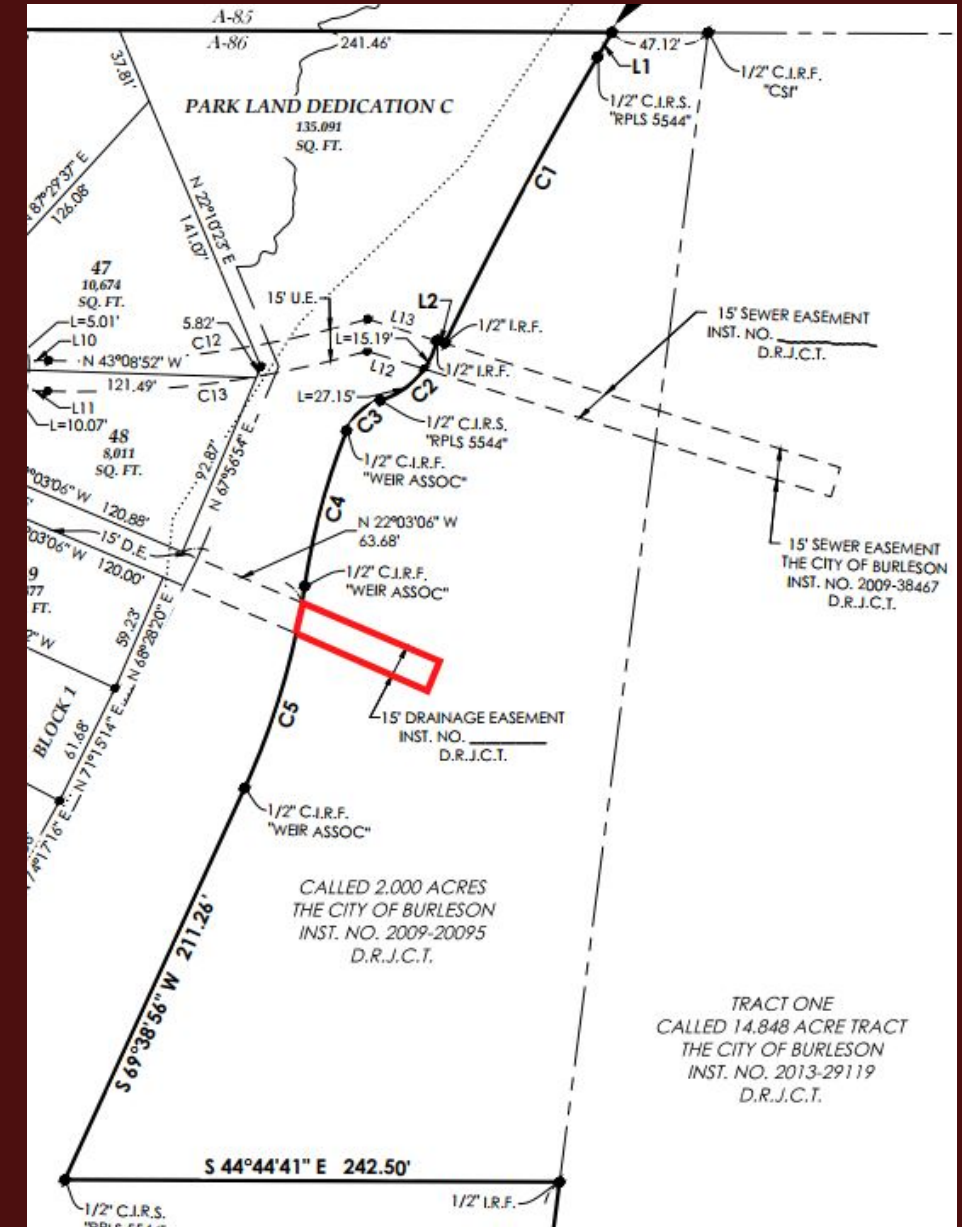
- 37 lot development completing the Reverie Subdivision
- 2 offsite easements (drainage & sanitary sewer)
- Offsite easements located on property owned by City of Burleson since 2009



DRAINAGE EASEMENT

- **EASEMENT REQUEST**

- 15' drainage easement required on City owned park property to convey storm water to floodplain
- Staff evaluated design - no negative impacts to park property



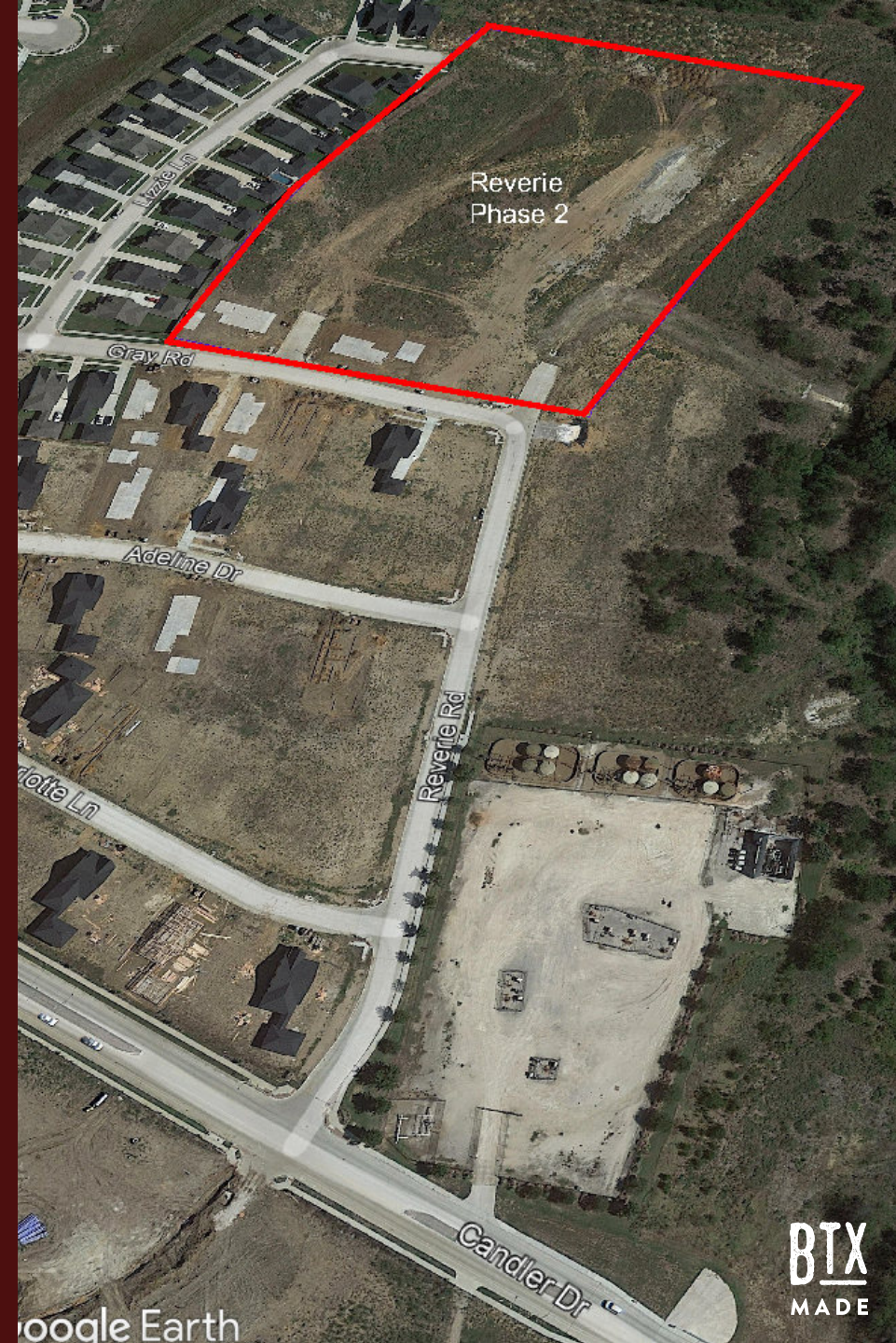
OPTIONS

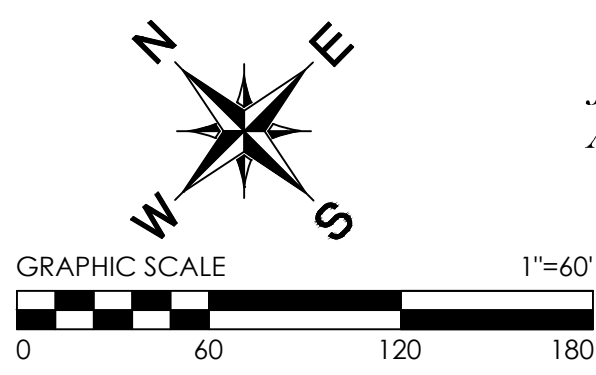


**CONSIDER APPROVAL OF
A PERMANENT
DRAINAGE EASEMENT TO
THE CITY OF BURLESON
ASSOCIATED WITH THE
REVERIE PHASE 2
SINGLE-FAMILY
RESIDENTIAL
DEVELOPMENT LOCATED
SOUTHEAST OF REVERIE
ROAD NEAR THE
INTERSECTION OF
REVERIE RD. AND RYER
TR.**



**DENY A PERMANENT
DRAINAGE EASEMENT**





J.H. ROSS SURVEY
ABSTRACT NO. 732

WAKEFIELD HEIGHTS PHASE 2
LOT 22X, BLOCK 7
VOL. 9, PG. 487
P.R.J.C.T.

APPROXIMATE LOCATION OF
100-YEAR FLOODPLAIN ZONE "AE" PER
MAP NUMBER: 48251C0065J
EFFECTIVE: 12/04/2012

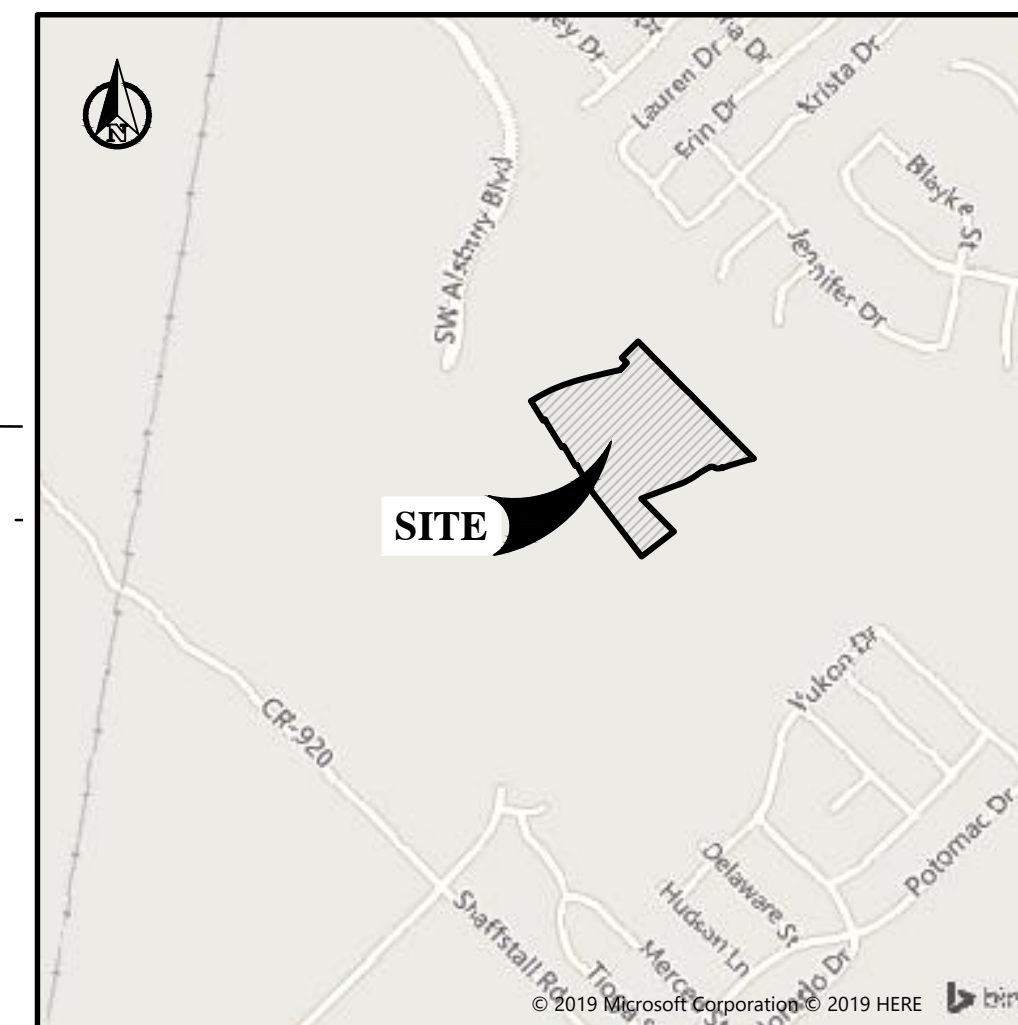
HILLSIDE PARK AT
WAKEFIELD PHASE 1
LOT 36, BLOCK 17
VOL. 9, PG. 895
P.R.J.C.T.

DRILL SITE ACCESS
PAROLAN PROPERTIES, LTD.
VOL. 9, PG. 895
P.R.J.C.T.

W.R. SHANNON SURVEY
(ASSIGNEE OF B.B.B. & C. R.R. CO.)
ABSTRACT NO. 85

HILLSIDE PARK AT
WAKEFIELD PHASE 1
LOT 34, BLOCK 17
VOL. 9, PG. 895
P.R.J.C.T.

POINT OF
BEGINNING
1/2" C.I.R.F.
"WEIR ASSOC"



VICINITY MAP
N.T.S.

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S75°15'59"W	14.03
L2	N26°17'32"W	4.21
L3	S55°53'26"W	11.36
L4	N45°14'52"E	50.00
L5	N44°45'08"W	38.45
L6	N89°08'48"W	28.77
L7	N11°35'53"E	11.08
L8	N76°34'38"W	16.99
L9	N14°27'52"E	10.24
L10	N43°08'52"W	19.64
L11	N43°08'52"W	20.40
L12	N27°33'06"W	29.16
L13	N27°33'06"W	35.49

LIZZIE LANE

REVERIE, PHASE 1
VOL. 11, PG. 705
P.R.J.C.T.

APPROXIMATE LOCATION
OF ABSTRACT LINE

SETH M. BLAIR SURVEY
ABSTRACT NO. 65

CANDLER DRIVE
VOL. 9, PG. 900, P.R.J.C.T.

GRAY ROAD

REVERIE, PHASE 3
VOL. PG.
P.R.J.C.T.

RYER TRAIL

REVERIE ROAD

G.R. SHANNON SURVEY
(ASSIGNEE OF B.B.B. & C. R.R. CO.)
ABSTRACT NO. 86

APPROXIMATE LOCATION OF
100-YEAR FLOODPLAIN ZONE "AE" PER
LOMR 16-06-3275P, EFFECTIVE 3/17/2017
MAP NUMBER: 48251C0065J

PERMANENT EASEMENT
TEXAS MIDSTREAM GAS SERVICES, LLC.
INST. NO. 2011-28520
D.R.J.C.T.

ULTIMATE 100-YEAR FLOODPLAIN PER
GOODWIN & MARSHALL, INC.
FLOOD STUDY DATED 5/23/2018

30' SANITARY SEWER EASEMENT
THE CITY OF BURLESON
VOL. 4021, PG. 832
D.R.J.C.T.

Proposed Public
Sanitary Sewer
Easement

Proposed Public
Drainage Easement

CALLLED 2.000 ACRES
THE CITY OF BURLESON
INST. NO. 2009-20095
D.R.J.C.T.

TRACT ONE
CALLLED 14.848 ACRE TRACT
THE CITY OF BURLESON
INST. NO. 2013-29119
D.R.J.C.T.

S 44°44'41" E 242.50'

APPROXIMATE LOCATION OF
100-YEAR FLOODPLAIN ZONE "AE" PER
LOMR 16-06-3275P, EFFECTIVE 3/17/2017
MAP NUMBER: 48251C0065J

PERMANENT EASEMENT
TEXAS MIDSTREAM GAS SERVICES, LLC.
INST. NO. 2011-28520
D.R.J.C.T.

ULTIMATE 100-YEAR FLOODPLAIN PER
GOODWIN & MARSHALL, INC.
FLOOD STUDY DATED 5/23/2018

30' SANITARY SEWER EASEMENT
THE CITY OF BURLESON
VOL. 4021, PG. 832
D.R.J.C.T.

POINT OF
BEGINNING
1/2" C.I.R.F.
"WEIR ASSOC"

15' SEWER EASEMENT
INST. NO.
D.R.J.C.T.

15' SEWER EASEMENT
THE CITY OF BURLESON
INST. NO. 2009-38467
D.R.J.C.T.

1/2" C.I.R.F.
"WEIR ASSOC"

1/2" C.I.R.F.
"WEIR ASSOC"

1/2" C.I.R.F.
"WEIR ASSOC"

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1/2" C.I.R.F.
"WEIR ASSOC"

1/2" C.I.R.F.
"WEIR ASSOC"

LEGEND

•	1/2" CAPPED IRON ROD SET UNLESS OTHERWISE NOTED
SQ. FT.	SQUARE FEET
U.E.	UTILITY EASEMENT
R/W	RIGHT-OF-WAY
B.L.	BUILDING LINE
INST. NO.	INSTRUMENT NUMBER
VOL.	VOLUME
PG.	PAGE
MIN. F.F.E.	MINIMUM FINISH FLOOR ELEVATION
D.R.J.C.T.	DEED RECORDS, JOHNSON COUNTY, TEXAS
P.R.J.C.T.	PLAT RECORDS, JOHNSON COUNTY, TEXAS
I.R.F.	IRON ROD FOUND
C.I.R.F.	CAPPED IRON ROD FOUND
C.I.R.S.	CAPPED IRON ROD SET (GOODWIN & MARSHALL)
—	BOUNDARY LINE
- - -	ADJOINER LINE
- - -	EASEMENT LINE
- - -	CENTERLINE
- - -	EFFECTIVE FLOODPLAIN
- - -	ULTIMATE FLOODPLAIN
- - -	BUILDING LINE

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.
Issued for review 10/6/2021 11:35 AM

FINAL PLAT OF REVERIE PHASE 2

LOTS 37-57, PARK LAND DEDICATION C, BLOCK 1;
LOTS 10-17, BLOCK 2; LOTS 2-19, BLOCK 3;

BEING
12.982 ACRES
SITUATED IN THE
G.R. SHANNON SURVEY (ASSIGNEE OF B.B.B. & C.R.R. CO.)
SURVEY, ABSTRACT No. 86
CITY OF BURLESON, JOHNSON COUNTY, TEXAS
47 RESIDENTIAL LOTS, 1 NON-RESIDENTIAL LOTS
Date: October 2021

PREPARED BY:
GOODWIN AND MARSHALL INC.
CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS

2405 Mustang Drive, Grapevine, Texas 76051
(817) 329 - 4373
TBPB REGISTRATION # F-2944
TBPB # 10021700

OWNER/DEVELOPER:
R.A. DEVELOPMENT, LTD
236 E. ELISON STREET
BURLESON, TX 76028

CURVE TABLE				
CURVE #	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING
C1	2013.22	158.80	4°31'10"	S73°05'46"W
C2	40.00	42.70	61°09'52"	S88°19'29"W
C3	25.00	22.78	52°12'28"	S87°11'49"E
C4	343.00	79.11	13°12'53"	S60°05'30"W
C5	367.00	103.54	16°09'53"	S61°34'00"W
C6	525.00	9.72	1°03'40"	S59°57'40"W
C7	815.00	10.30	0°43'24"	S58°03'38"W

CURVE TABLE				
CURVE #	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING
C8	500.00	139.31	15°57'49"	N68°28'24"E
C9	1000.00	148.47	8°30'25"	N72°12'06"E
C10	710.00	80.57	6°30'08"	N73°12'15"E
C11	790.00	248.63	18°01'57"	N67°26'20"E
C12	490.00	158.47	18°31'48"	N52°24'46"W
C13	505.00	158.69	18°00'15"	N52°08'59"W

PROPERTY DESCRIPTION

All that certain lot, tract, or parcel of land, situated in a portion of the G. R. Shannon Survey (Assignee of B.B. B. & C. R.R. Co.), Abstract No. 86, City of Burleson, Johnson County, Texas, being part of Shannon Creek Estates - Phase 1 recorded in Volume 9, Page 903 of the Plat Records of Johnson County, Texas (PRJCT), part of that certain called 31.257 acre tract described in a deed to R.A. Development, Ltd. recorded in Instrument No. 2017-28360 of the Deed Records of Johnson County, Texas (DRJCT), and being more completely described as follows, to-wit:

BEGINNING at a 1/2" capped iron rod found stamped "WEIR ASSOC" for the most northeasterly corner of said 31.257 acre tract, the most northerly corner of a called 2.000 acre tract described in a deed to the City of Burleson recorded in Instrument No. 2009-20095 (DRJCT), from which a 1/2" capped iron rod found stamped "CSI" for the most easterly corner of said 2.000 acre tract bears South 44 deg. 45 min. 08 sec. East - 47.12 feet;

THENCE in a southwesterly direction along the Southeast line of said 31.257 acre tract and the Northwest line of said 2.000 acre tract the following eight (8) courses;

South 75 deg. 15 min. 59 sec. West, a distance of 14.03 feet to a 1/2" capped iron rod set stamped "RPLS 5544", hereinafter referred to as 1/2" capped iron rod set, said point being a Point of Curvature of a non-tangent circular curve to the left, having a radius of 2,013.22 feet, a central angle of 4 deg. 31 min. 10 sec., and being subtended by a chord which bears South 73 deg. 05 min. 46 sec. West - 158.76 feet;

Continue in a westerly direction along said curve to the left, a distance of 158.80 feet to a 1/2" iron rod found;

North 26 deg. 17 min. 32 sec. West non-tangent to said curve, a distance of 4.21 feet to a 1/2" iron rod found for a Point of Curvature of a non-tangent circular curve to the right, having a radius of 40.00 feet, a central angle of 61 deg. 9 min. 52 sec., and being subtended by a chord which bears South 88 deg. 19 min. 29 sec. West - 40.70 feet;

Continue in a westerly direction along said curve to the right, a distance of 42.70 feet to a 1/2" capped iron rod set for a Point of Curvature of a reverse circular curve to the left, having a radius of 25.00 feet, a central angle of 52 deg. 12 min. 28 sec., and being subtended by a chord which bears North 87 deg. 11 min. 49 sec. West - 22.00 feet;

Continue in a westerly direction along said curve to the left, a distance of 22.78 feet to a 1/2" capped iron rod found stamped "WEIR ASSOC" for a Point of Curvature of a compound circular curve to the left, having a radius of 343.00 feet, a central angle of 13 deg. 12 min. 53 sec., and being subtended by a chord which bears South 60 deg. 05 min. 30 sec. West - 78.93 feet;

Continue in a southwesterly direction along said curve to the left, a distance of 79.11 feet to a 1/2" capped iron rod found stamped "WEIR ASSOC" for a Point of Curvature of a reverse circular curve to the right, having a radius of 367.00 feet, a central angle of 16 deg. 9 min. 53 sec., and being subtended by a chord which bears South 61 deg. 34 min. 00 sec. West - 103.20 feet;

Continue in a southwesterly direction along said curve to the right, a distance of 103.54 feet to a 1/2" capped iron rod found stamped "WEIR ASSOC";

South 69 deg. 38 min. 56 sec. West tangent to said curve, a distance of 211.26 feet to a 1/2" capped iron rod set for the most westerly corner of said 2.000 acre tract and an ell corner of said 31.257 acre tract;

THENCE South 44 deg. 44 min. 41 sec. East, along the Northwest line of said 31.257 acre tract and the Southwest line of said 2.000 acre tract, a distance of 242.50 feet to a 1/2" iron rod found for the most southerly corner of said 2.00 acre tract, an ell corner of said 31.257 acre tract, and being in the Northwest line of a called 14.848 acre tract described in a deed to the City of Burleson recorded in Instrument No. 2013-29119 (DRJCT);

THENCE South 52 deg. 21 min. 38 sec. West, along the Southeast line of said 31.257 acre tract and the Northwest line of said 14.848 acre tract, a distance of 212.45 feet to a 1/2" capped iron rod set for the most easterly corner of Reverie Phase 3 as recorded in Volume____, Page ____ (PRJCT);

THENCE in a northwesterly direction departing said Southeast and Northwest lines and continue along the Northeast line of said Reverie Phase 3, the following eight (8) courses;

North 37 deg. 38 min. 22 sec. West, a distance of 413.27 feet to a 1/2" capped iron rod set;

North 29 deg. 30 min. 30 sec. West, a distance of 170.00 feet to a 1/2" capped iron rod set for a Point of Curvature of a non-tangent circular curve to the left, having a radius of 525.00 feet, a central angle of 01 deg. 03 min. 40 sec., and being subtended by a chord which bears South 59 deg. 57 min. 40 sec. West - 9.72 feet;

Continuing in a southwesterly direction along said curve to the left, a distance of 9.72 feet to a 1/2" capped iron rod set;

North 30 deg. 34 min. 10 sec. West non-tangent to said curve, a distance of 120.00 feet to a 1/2" capped iron rod set;

South 55 deg. 53 min. 26 sec. West, a distance of 11.36 feet to a 1/2" capped iron rod set;

North 31 deg. 34 min. 39 sec. West, a distance of 170.60 feet to a 1/2" capped iron rod set for a Point of Curvature of a non-tangent circular curve to the left, having a radius of 815.00 feet, a central angle of 00 deg. 43 min. 26 sec., and being subtended by a chord which bears South 58 deg. 03 min. 38 sec. West - 10.30 feet;

Continuing in a southwesterly direction along said curve to the left, a distance of 10.30 feet to a 1/2" capped iron rod set;

North 32 deg. 18 min. 05 sec. West non-tangent to said curve, a distance of 120.00 feet to a 1/2" capped iron rod found stamped "RPLS 5544" for an ell corner of said Reverie Phase 3 and being in the Southeast line of said Reverie Phase 1 as recorded in Volume 11, Page 705 (PRJCT);

THENCE in a northeasterly direction along the Southeast line of said Reverie Phase 1 the following nine (9) courses;

North 59 deg. 37 min. 58 sec. East, a distance of 63.12 feet to a 1/2" capped iron rod found stamped "RPLS 5544";

North 63 deg. 30 min. 06 sec. East, a distance of 63.12 feet to a 1/2" capped iron rod found stamped "RPLS 5544";

North 67 deg. 22 min. 13 sec. East, a distance of 63.12 feet to a 1/2" capped iron rod found stamped "RPLS 5544";

North 71 deg. 14 min. 20 sec. East, a distance of 63.12 feet to a 1/2" capped iron rod found stamped "RPLS 5544";

North 75 deg. 02 min. 18 sec. East, a distance of 62.01 feet to a 1/2" capped iron rod found stamped "RPLS 5544";

North 76 deg. 27 min. 18 sec. East, a distance of 181.00 feet to a 1/2" capped iron rod found stamped "RPLS 5544";

North 45 deg. 14 min. 52 sec. East, a distance of 50.00 feet to a 1/2" capped iron rod found stamped "RPLS 5544";

North 44 deg. 45 min. 08 sec. West, a distance of 38.45 feet to a 1/2" capped iron rod found stamped "RPLS 5544";

North 45 deg. 14 min. 52 sec. East, a distance of 120.00 feet to a 1/2" capped iron rod found stamped "RPLS 5544" for the most easterly corner of said Reverie Phase 1;

THENCE South 44 deg. 45 min. 08 sec. East, along the Northeast line of said 31.257 acre tract, a distance of 857.08 feet to the **POINT OF BEGINNING**, containing 565,479 square feet or 12.982 acres of land, more or less.

SURVEYOR'S CERTIFICATE

I, Matt Powell, do hereby certify that I made an actual on the ground survey of the land platted hereon by John N. Rogers, and that the boundary corner monuments shown here on were properly placed under my supervision in accordance with the platting rules and regulations of the City of Burleson, Texas. The Monuments set or found are sufficient to enable retracement.

Matt Powell
Registered Professional Land Surveyor No. 5544
1108 South Dobson Street
Burleson, Texas 76028
(817) 447-4122

I, John N. Rogers, do hereby certify that I prepared this plat from an actual on the ground survey of the land by Matt Powell, and that the internal easements, right-of-way and other calculations other than the property boundary were prepared by me in accordance with the platting rules and regulations of the City of Burleson, Texas.

John N. Rogers
Registered Professional Land Surveyor No. 6372
Surveyed on the ground 11/21/2017
Goodwin & Marshall, Inc.
2405 Mustang Drive
Grapevine, Texas 76051
metro (817) 329-4373

APPROVED BY CITY COUNCIL

Approved by the City Council of Burleson, Texas
This the _____ day of _____, 20__

By: _____
Mayor

By: _____
City Secretary

NOTES

- Bearings are referenced to Texas State Plane Coordinate System, North Central Zone (4202), North America Datum of 1983 as derived from GPS observation.
- According to the Flood Insurance Rate Map (FIRM) panel 48251 C0065J, effective December 04, 2012. This survey is located in Flood Insurance Zone "X" (non-shaded), being defined as areas outside the 0.2% annual chance floodplain and Zone "AE", being defined as areas with base flood elevations determined.
- All 1/2" iron rod set with yellow plastic cap stamped "Goodwin & Marshall" unless otherwise noted.
- All Common Areas shown hereon are for public use and to be maintained by the Homeowners's Association.
- The City of Burleson reserves the right to require minimum finished floor elevations on any lot within the subdivision. The minimum elevations shown based on the most current information available at the time the plot is filed and may be subject to change.
- All street connections offsite will be coordinated with adjacent land owners.
- A 10' X 10' right of way dedication is required at each road intersection.
- At controlled or uncontrolled intersections of any public street, the minimum intersection sight distance (visibility triangles) shall have the dimensions illustrated in Figure I in Appendix G of the City's design manual.
- No fences or other structures will be allowed within the drainage easement.
- Driveway approach locations on corners lots shall be located to approximately line up with the side of the house or garage that is furthest from the intersection.
- The City of Burleson is not responsible for the design, construction, operation, maintenance or use of any storm water storage facility and associated drainage easements hereinafter referred to as "improvements," to be developed and constructed by developer or successors. Developer will indemnify, defend and hold harmless the City of Burleson, its officers, employees and agents from any direct or indirect loss, damage, liability or expense and attorney's fees for any negligence whatsoever, arising out of the design, construction, operation, maintenance condition or use of the improvements, including any non-performance of the foregoing. Developer will require any successor in interest to accept full responsibility and liability for the improvements. All of the above shall be covenants running with the land. It is expressly, adjacent or served by the improvements the full obligation and responsibility of maintaining and operating said improvements.
- The City of Burleson is not responsible for the design, construction, operation, maintenance, or use of any natural creek associated drainage easements, hereinafter referred to as "feature." Developer will indemnify, defend and hold harmless the City of Burleson, its officers, employees and agents from any direct or indirect loss, damage, liability or expense and attorney's fees for any negligence whatsoever, arising out of the design, construction, operation, maintenance condition or use of the feature, including any non-performance of the foregoing. Developer will require any successor in interest to accept full responsibility and liability for the feature. All of the above shall be covenants running with the land. It is expressly contemplated that the developer shall impose these covenants upon Common Areas A & B abutting, adjacent or served by the feature the full obligation and responsibility or maintaining and operating said feature.

RIGHT-OF-WAY TABLE			
PRE DIRECTION	STREET NAME	STREET TYPE/SUFFIX	R-O-W (ACRES)
E-W	REVERIE ROAD	50' ROW	0.635
E-W	SAYLEE LANE	50' ROW	0.653
N-S	RYER TRAIL	50' ROW	0.591
TOTAL ROW DEDICATION			1.879

JOHNSON COUNTY RECORDING

FILED FOR RECORD _____, 20__

PLAT RECORDED IN VOLUME _____, PAGE _____, SLIDE _____

COUNTY CLERK, JOHNSON COUNTY, TEXAS

PREPARED BY:

GOODWIN & MARSHALL
CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS

2405 Mustang Drive, Grapevine, Texas 76051
(817) 329 - 4373
TBE REGISTRATION # F-2044
TBPLS # 10021700

OWNER/DEVELOPER:

R.A. DEVELOPMENT, LTD
236 E. ELLISON STREET
BURLESON, TX 76028

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.
Issued for review 10/6/2021 11:35 AM

FINAL PLAT
OF
REVERIE PHASE 2
LOTS 37-57, PARK LAND DEDICATION C, BLOCK 1;
LOTS 10-17, BLOCK 2; LOTS 2-19, BLOCK 3;
BEING
12.982 ACRES
SITUATED IN THE
G.R. SHANNON SURVEY (ASSIGNEE OF B.B.B. & C.R.R. CO.)
SURVEY, ABSTRACT No. 86
CITY OF BURLESON, JOHNSON COUNTY, TEXAS
47 RESIDENTIAL LOTS, 1 NON-RESIDENTIAL LOTS
Date: October 2021

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**CITY OF BURLESON, TEXAS
PERMANENT DRAINAGE EASEMENT**

THE STATE OF TEXAS	§	KNOW ALL MEN BY THESE PRESENTS:
	§	
COUNTY OF JOHNSON	§	

That, **City of Burleson**, of the Johnson County, State of Texas, GRANTOR herein, for and in consideration of TEN DOLLARS, and other good and valuable consideration in hand paid by the **City of Burleson**, Texas, a municipal corporation of Johnson County, Texas, GRANTEE herein, the receipt and sufficiency of which is hereby acknowledged and confessed, does hereby grant, sell and convey to GRANTEE a permanent and perpetual easement for the purpose of installing, constructing, repairing, maintaining, altering, replacing, relocating, rebuilding, removing, and operating drainage facilities, and all necessary appurtenances thereto, in, into, upon, over, across and under that land in Johnson County Texas, described and depicted on Exhibit "A", attached hereto and made a part hereof, together with the right of ingress and egress as necessary for such purposes.

GRANTOR covenants and agrees that GRANTEE shall have the right to excavate and fill upon said permanent easement and to remove from said permanent easement, any fences, buildings or other obstructions as may now be found upon said permanent easement together with the right of ingress and egress over Grantor's adjacent lands to or from said right-of-way for the purpose of constructing, improving, reconstructing, repairing, inspecting, maintaining and removing said drainage system and appurtenances; the right to remove all trees within the permanent easement; the right to prevent possible interference with the operation of said drainage system and to remove possible hazard thereto; and the right to prevent the construction within the easement of any building, structure or other obstruction, including the planting of trees, which may endanger or interfere with the efficiency, safety and convenient operation of said drainage system and its appurtenances.

The permanent easement herein dedicated shall run with the land and forever be a right in and to the land belonging to said GRANTOR, its heirs, representatives, successors and assigns.

TO HAVE AND TO HOLD the above-described permanent easement, with the right of ingress and egress thereto, together with all and singular, the rights and appurtenances thereto, anywise belonging unto the said GRANTEE, its successors and assigns forever; and GRANTOR does hereby bind itself, its heirs, representatives, successors and assigns, to warrant and to forever defend all and singular the premises unto the GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim same or any part thereof.

WITNESS OUR HANDS, this the _____ day of _____, 2022.

Name and Title

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

BEFORE ME, the undersigned authority in and for Johnson County, Texas, 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 foregoing instrument for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2022.

Notary Public in and for the
State of Texas

My Commission Expires:

Type or Print Notary's Name

EXHIBIT "A"
LEGAL DESCRIPTION FOR
15' DRAINAGE EASEMENT

All that certain lot, tract, or parcel of land, situated in a portion of the G. R. Shannon Survey, Abstract No. 86, City of Burleson, Johnson County, Texas, being part of that certain called 2.000 acre tract described in a deed to The City of Burleson recorded in Instrument No. 2009-20095 of the Deed Records of Johnson County, Texas (DRJCT), and being more completely described as follows, to-wit:

COMMENCING at a 1/2" iron rod found for the South corner of said 2.000 acre tract, the most southerly Southeast corner of a called 31.257 acre tract described in a deed to R. A. Development, LTD. recorded in Instrument No. 2017-28360 (DRJCT) and being in the Northwest line of a called 14.848 acre tract described as Tract One in a deed to The City of Burleson recorded in Instrument No. 2013-29119 (DRJCT);

THENCE North 44 deg. 44 min. 41 sec. West departing said Northwest line and continue along the Northeast line of said 31.257 acre tract and the Southwest line of said 2.000 acre tract, a distance of 242.50 feet to the West corner of said 2.000 acre tract and an ell corner of said 31.257 acre tract;

THENCE North 69 deg. 38 min. 56 sec. East along the Southeast line of said 31.257 acre tract and the Northwest line of said 2.000 acre tract, a distance of 211.26 feet to a 1/2" capped iron rod found stamped "WEIR ASSOC", said point being a Point of Curvature of a circular curve to the left, having a radius of 367.00 feet, a central angle of 12 deg. 29 min. 19 sec., and being subtended by a chord which bears North 63 deg. 24 min. 17 sec. East - 79.84 feet;

THENCE in a northeasterly direction along said Northwest, Southeast lines and curve to the left, a distance of 79.99 feet to the **TRUE POINT OF BEGINNING**, said point being a Point of Curvature of a circular curve to the left, having a radius of 367.00 feet, having a central angle of 02 deg. 23 min. 39 sec., and being subtended by a chord which bears North 55 deg. 57 min. 48 sec. East - 15.33 feet;

THENCE in a northeasterly direction along said Northwest, Southeast lines and curve to the left, a distance of 15.34 feet, from which a 1/2" capped iron rod found stamped "WEIR ASSOC" in said Northwest, Southeast lines bears North 54 deg. 07 min. 31 sec. East - 8.21 feet;

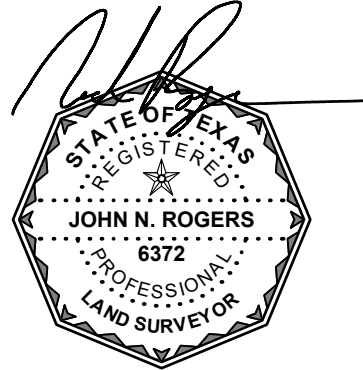
THENCE South 22 deg. 03 min. 06 sec. East departing said Northwest and Southeast lines, a distance of 73.32 feet;

THENCE South 67 deg. 56 min. 54 sec. West, a distance of 15.00 feet;

THENCE North 22 deg. 03 min. 06 sec. West, a distance of 70.13 feet to the **POINT OF BEGINNING**, containing 1,075 square feet or 0.025 acres of land, more or less.

Bearings are referenced to Texas State Plane Coordinate System, North Central Zone (4202), North American Datum of 1983 as derived from GPS observation.

Exhibit map attached and made a part hereof.



1/12/2022

PROPOSED REVERIE
PHASE 2

**POINT OF
BEGINNING**

*CALLED 31.257 ACRES
R.A. DEVELOPMENT, LTD.
INST. NO. 2017-28360
D.R.J.C.T.*

1/2" C.I.R.F.
"WEIR ASSOC"

C2 C3
1/2" C.I.R.F.
"WEIR ASSOC"

N 22° 03' 09" W 70.13'
S 22° 03' 09" E 13.32'
17

15' DRAINAGE EASEMENT
1,075 SQ. FT. / 0.025 AC.

G.R. SHANNON SURVEY
(ASSIGNEE OF B.B.B. & C.R.R. CO.)
ABSTRACT NO. 86

*CALLED 2.000 ACRES
THE CITY OF BURLESON
INST. NO. 2009-20095
D.R.J.C.T.*

TRACT ONE
*CALLED 14.848 ACRE TRACT
THE CITY OF BURLESON
INST. NO. 2013-29119
D.R.J.C.T.*

**POINT OF
COMMENCING**
1/2" I.R.F.

N 44° 44' 41" W 242.50'



0 50
SCALE IN FEET

**SEE SHEET 4 FOR LINE
AND CURVE TABLES**

BEARINGS ARE REFERENCED TO
TEXAS STATE PLANE COORDINATE
SYSTEM, NORTH CENTRAL ZONE
(4202), NORTH AMERICAN
DATUM OF 1983 AS DERIVED
FROM GPS OBSERVATION.

**EXHIBIT "A" MAP SHOWING
15' DRAINAGE EASEMENT, SITUATED IN A PORTION OF THE
G.R. SHANNON SURVEY, ABSTRACT NO. 86
CITY OF BURLESON, JOHNSON COUNTY, TEXAS**

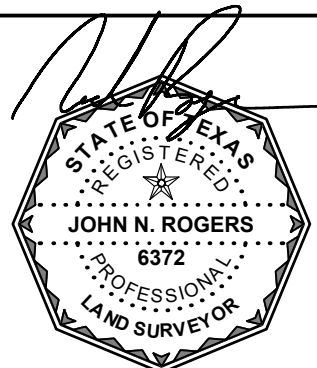
**GOODWIN AND
MARSHALL**

CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS

2405 Mustang Drive, Grapevine, Texas 76051
(817) 329 - 4373

TxEng Firm # F-2944 ~ TxSurv Firm # 10021700

Job No.:	10786	Scale:	1"=50'	Sheet
Drafted:	L.J.C.	Checked:	J.N.R	3
Surveyed on the Ground:	12/14/2018			of
Date Prepared:	01/10/2022			4
Revised:	.	Revised:	.	



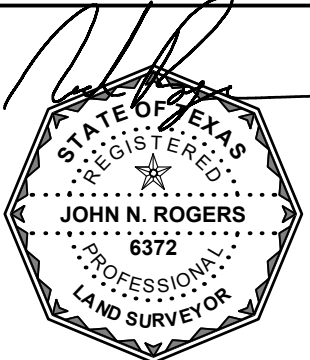
Date Signed: 1/12/2022

CURVE TABLE					
CURVE #	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	367.00'	79.99'	12°29'19"	N63°24'17"E	79.84'
C2	367.00'	15.34'	2°23'39"	N55°57'48"E	15.33'
C3	367.00'	8.21'	1°16'55"	N54°07'31"E	8.21'

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S67°56'54"W	15.00'

BEARINGS ARE REFERENCED TO
TEXAS STATE PLANE COORDINATE
SYSTEM, NORTH CENTRAL ZONE
(4202), NORTH AMERICAN
DATUM OF 1983 AS DERIVED
FROM GPS OBSERVATION.

EXHIBIT "A" MAP SHOWING
15' DRAINAGE EASEMENT, SITUATED IN A PORTION OF THE
G.R. SHANNON SURVEY, ABSTRACT NO. 86
CITY OF BURLESON, JOHNSON COUNTY, TEXAS

GOODWIN AND MARSHALL <small>CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS</small> <small>2405 Mustang Drive, Grapevine, Texas 76051 (817) 329 - 4373 TxEng Firm # F-2944 ~ TxSurv Firm # 10021700</small>	Job No.: 10786	Scale: NONE	Sheet	
	Drafted: L.J.C.	Checked: J.N.R	4	
	Surveyed on the Ground: 12/14/2018		of	
	Date Prepared: 01/10/2022		4	
	Revised: .	Revised: .		
			Date Signed: 1/12/2022	



City of Burleson

City Council

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

AGENDA INFORMATION SHEET

DEPARTMENT: Public Works

DATE: 04/04/2022

SUBJECT

Consider approval of a permanent sanitary sewer easement to the City of Burleson associated with the Reverie Phase 2 single-family residential development located southeast of Reverie Rd. near the intersection of Reverie Rd. and Ryer Tr. (*Staff Contact: Michelle McCullough, Assistant Director of Public Works, Development*)

Attachments

Department Memo
Staff Presentation
Plat
Proposed Sanitary Sewer Easement

Respectfully submitted:

Michelle McCullough, P.E., CFM
Assistant Director of Public Works
817-426-9616
mmccullough@burlesontx.com



CITY OF BURLESON
City Council

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

DEPARTMENT MEMO

DEPARTMENT: Public Works
FROM: Michelle McCullough, P.E., CFM
MEETING: April 4, 2022

SUBJECT:

Consider approval of a permanent sanitary sewer easement to the City of Burleson associated with the Reverie Phase 2 single-family residential development located southeast of Reverie Rd. near the intersection of Reverie Rd. and Ryer Tr. (*Staff Contact: Michelle McCullough, Assistant Director of Public Works, Development*)

SUMMARY:

The final phase of the Reverie Subdivision is Phase 2, which consists of 37 lots. Two offsite easements are necessary to bring this plat forward to City Council for consideration.

The developer's overall design includes a public sanitary sewer system to convey wastewater from the development to the existing sanitary sewer located to the southeast of the development. Per the City's Subdivision and Development Ordinance, sanitary sewer features that cross property lines are considered public.

The proposed sanitary sewer easement is considered public. As a result, the City shall be responsible for maintenance of the associated underground sanitary sewer system once accepted. The developer has proposed public sanitary sewer easement within the development whenever not located within the proposed right-of-way, which is shown on the plat to be filed with the county. This item proposes dedication of a sanitary sewer easement across City owned property.

OPTIONS:

1. Approve a permanent sanitary sewer easement to the City of Burleson associated with the Reverie Phase 2 single-family residential development located southeast of Reverie Rd. near the intersection of Reverie Rd. and Ryer Tr.
2. Deny a permanent sanitary sewer easement to the City of Burleson associated with the Reverie Phase 2 single-family residential development located southeast of Reverie Rd. near the intersection of Reverie Rd. and Ryer Tr.

RECOMMENDATION:

Approve a permanent sanitary sewer easement to the City of Burleson associated with the

Reverie Phase 2 single-family residential development located southeast of Reverie Rd. near the intersection of Reverie Rd. and Ryer Tr.

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

None

FISCAL IMPACT:

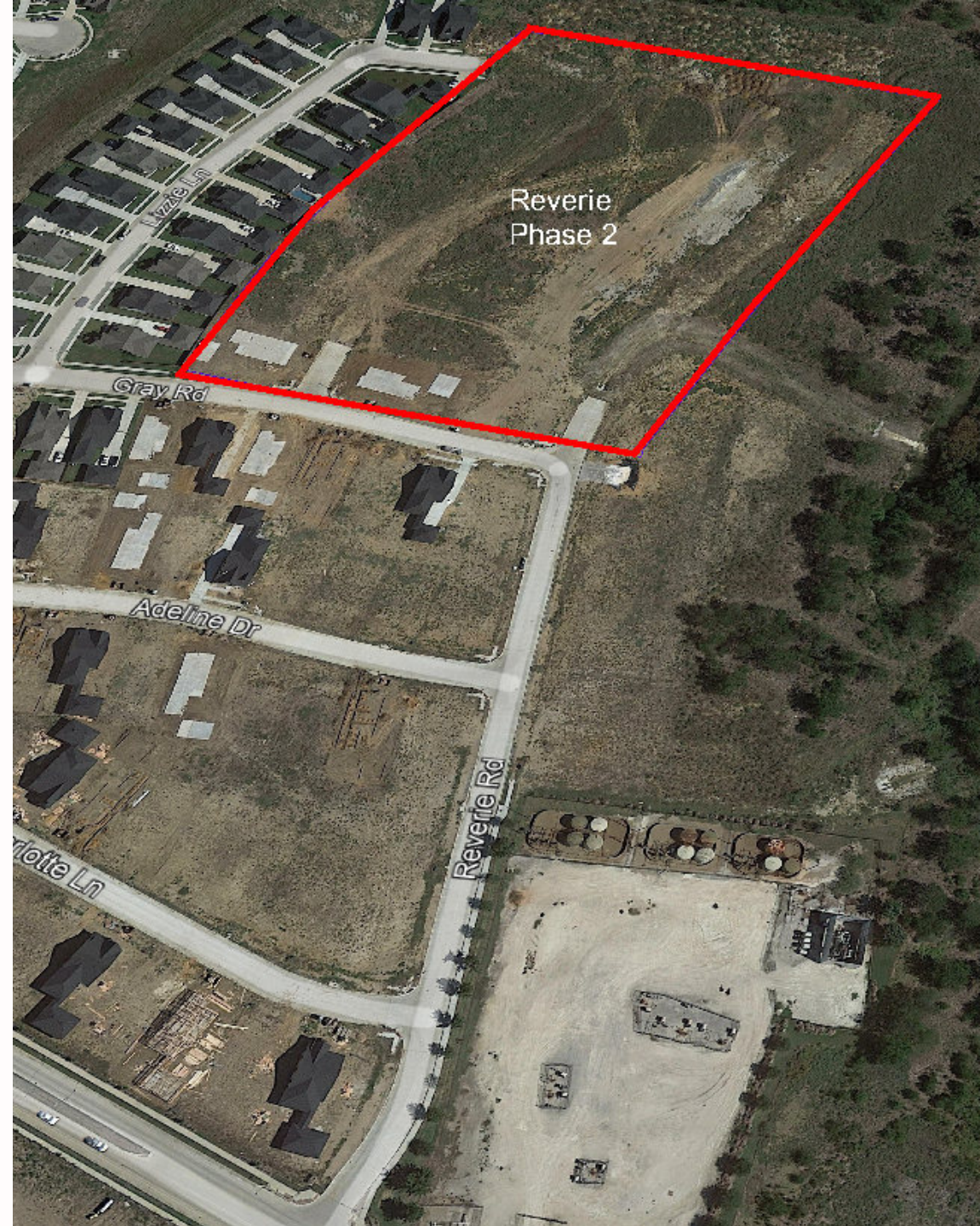
None

STAFF CONTACT:

Name:	Michelle McCullough, P.E., CFM
Department:	Public Works
Email:	mmccullough@burlesontx.com
Phone:	817-426-9616

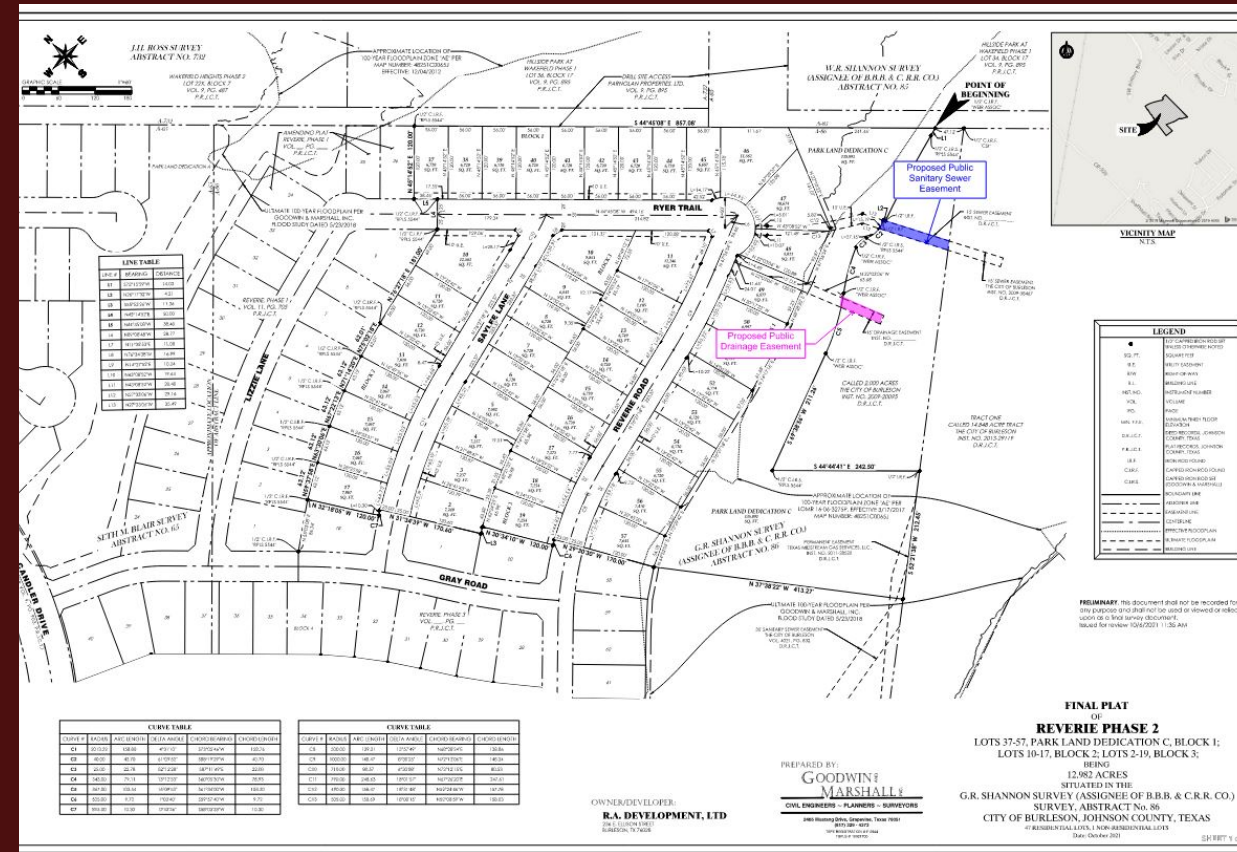
CITY OF BURLESON

Permanent Public Sewer Easement



● REVERIE, PHASE 2

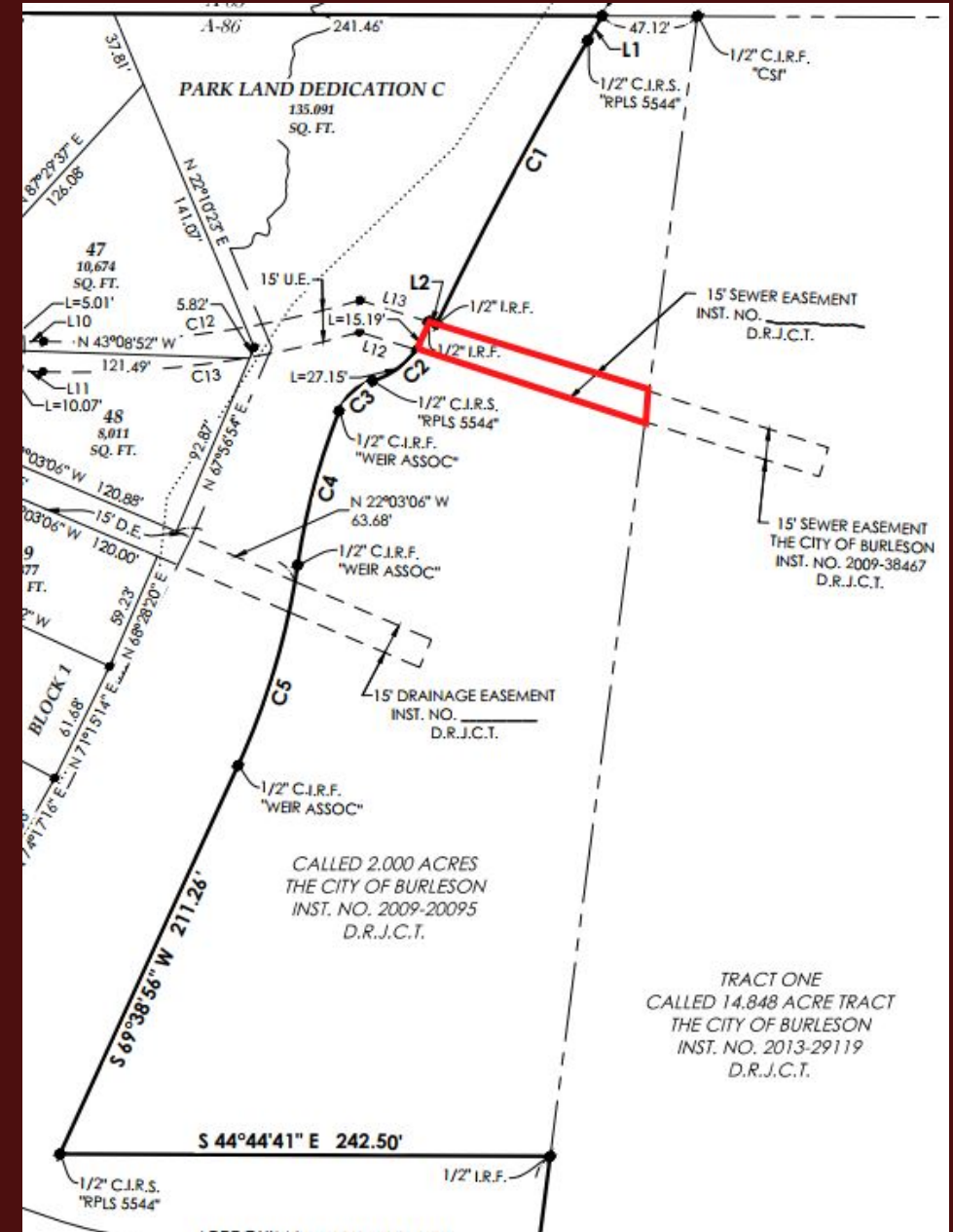
- 37 lot development completing the Reverie Subdivision
- 2 offsite easements (drainage & sanitary sewer)
- Offsite easements located on property owned by City of Burleson since 2009



SEWER EASEMENT

• EASEMENT REQUEST

- 15' sewer easement required on City owned park property to convey sewer water to trunk main
- Staff evaluated design - no negative impacts to park property



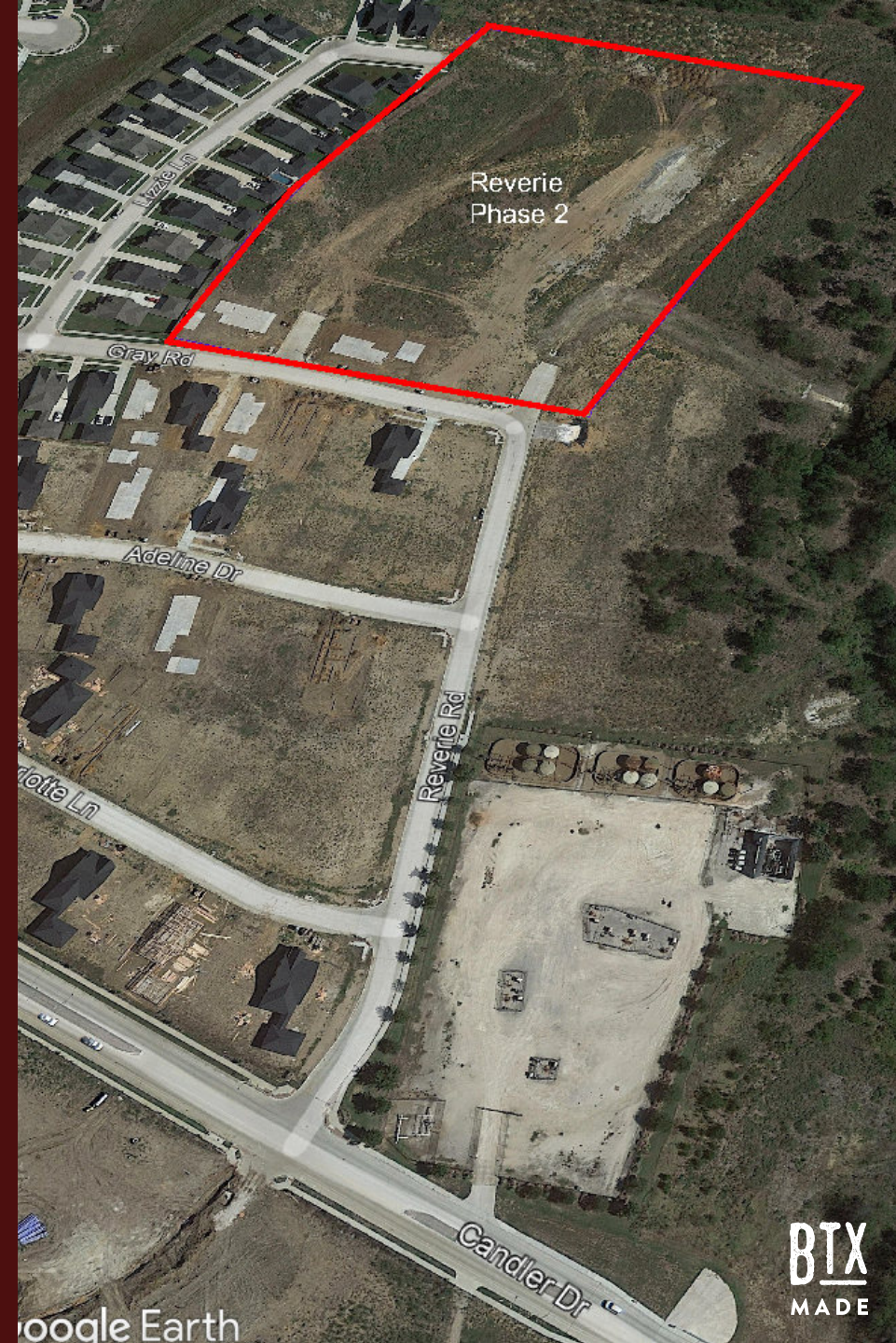
OPTIONS



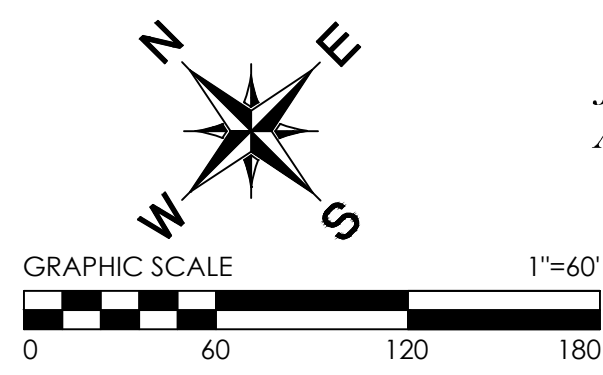
**CONSIDER APPROVAL OF
A PERMANENT SEWER
EASEMENT TO THE CITY
OF BURLESON
ASSOCIATED WITH THE
REVERIE PHASE 2
SINGLE-FAMILY
RESIDENTIAL
DEVELOPMENT LOCATED
SOUTHEAST OF REVERIE
ROAD NEAR THE
INTERSECTION OF
REVERIE RD. AND RYER
TR.**



**DENY A PERMANENT
SEWER EASEMENT**



Google Earth



J.H. ROSS SURVEY
ABSTRACT NO. 732

WAKEFIELD HEIGHTS PHASE 2
LOT 22X, BLOCK 7
VOL. 9, PG. 487
P.R.J.C.T.

APPROXIMATE LOCATION OF
100-YEAR FLOODPLAIN ZONE "AE" PER
MAP NUMBER: 48251C0065J
EFFECTIVE: 12/04/2012

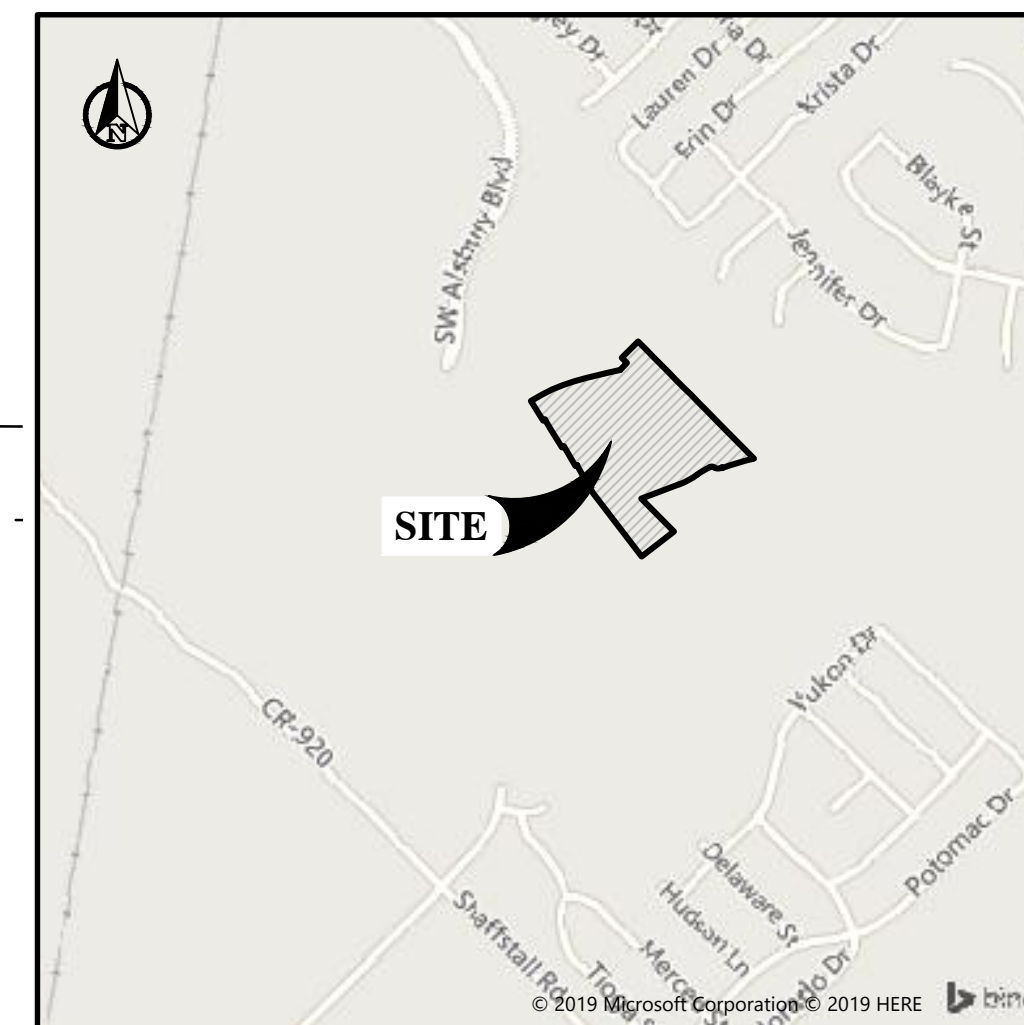
HILLSIDE PARK AT
WAKEFIELD PHASE 1
LOT 36, BLOCK 17
VOL. 9, PG. 895
P.R.J.C.T.

DRILL SITE ACCESS
PAROLAN PROPERTIES, LTD.
VOL. 9, PG. 895
P.R.J.C.T.

W.R. SHANNON SURVEY
(ASSIGNEE OF B.B.B. & C. R.R. CO.)
ABSTRACT NO. 85

HILLSIDE PARK AT
WAKEFIELD PHASE 1
LOT 34, BLOCK 17
VOL. 9, PG. 895
P.R.J.C.T.

POINT OF
BEGINNING
1/2" C.I.R.F.
"WEIR ASSOC"



VICINITY MAP
N.T.S.

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S75°15'59"W	14.03
L2	N26°17'32"W	4.21
L3	S55°53'26"W	11.36
L4	N45°14'52"E	50.00
L5	N44°45'08"W	38.45
L6	N89°08'48"W	28.77
L7	N11°35'53"E	11.08
L8	N76°34'38"W	16.99
L9	N14°27'52"E	10.24
L10	N43°08'52"W	19.64
L11	N43°08'52"W	20.40
L12	N27°33'06"W	29.16
L13	N27°33'06"W	35.49

LIZZIE LANE

REVERIE, PHASE 1
VOL. 11, PG. 705
P.R.J.C.T.

APPROXIMATE LOCATION
OF ABSTRACT LINE

SETH M. BLAIR SURVEY
ABSTRACT NO. 65

GRAY ROAD

REVERIE, PHASE 3
VOL. PG.
P.R.J.C.T.

RYER TRAIL

REVERIE ROAD

G.R. SHANNON SURVEY
(ASSIGNEE OF B.B.B. & C. R.R. CO.)
ABSTRACT NO. 86

APPROXIMATE LOCATION OF
100-YEAR FLOODPLAIN ZONE "AE" PER
LOMR 16-06-3275P, EFFECTIVE 3/17/2017
MAP NUMBER: 48251C0065J

PERMANENT EASEMENT
TEXAS MIDSTREAM GAS SERVICES, LLC.
INST. NO. 2011-28520
D.R.J.C.T.

ULTIMATE 100-YEAR FLOODPLAIN PER
GOODWIN & MARSHALL, INC.
FLOOD STUDY DATED 5/23/2018

30' SANITARY SEWER EASEMENT
THE CITY OF BURLESON
VOL. 4021, PG. 832
D.R.J.C.T.

Proposed Public
Sanitary Sewer
Easement

Proposed Public
Drainage Easement

CALLLED 2.000 ACRES
THE CITY OF BURLESON
INST. NO. 2009-20095
D.R.J.C.T.

TRACT ONE
CALLLED 14.848 ACRE TRACT
THE CITY OF BURLESON
INST. NO. 2013-29119
D.R.J.C.T.

LEGEND

•	1/2" CAPPED IRON ROD SET UNLESS OTHERWISE NOTED
SQ. FT.	SQUARE FEET
U.E.	UTILITY EASEMENT
R/W	RIGHT-OF-WAY
B.L.	BUILDING LINE
INST. NO.	INSTRUMENT NUMBER
VOL.	VOLUME
PG.	PAGE
MIN. F.F.E.	MINIMUM FINISH FLOOR ELEVATION
D.R.J.C.T.	DEED RECORDS, JOHNSON COUNTY, TEXAS
P.R.J.C.T.	PLAT RECORDS, JOHNSON COUNTY, TEXAS
I.R.F.	IRON ROD FOUND
C.I.R.F.	CAPPED IRON ROD FOUND
C.I.R.S.	CAPPED IRON ROD SET (GOODWIN & MARSHALL)
---	BOUNDARY LINE
- - -	ADJOINER LINE
- . -	EASEMENT LINE
---	CENTERLINE
---	EFFECTIVE FLOODPLAIN
---	ULTIMATE FLOODPLAIN
---	BUILDING LINE

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.
Issued for review 10/6/2021 11:35 AM

CURVE TABLE				
CURVE #	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING
C1	2013.22	158.80	4°31'10"	S73°05'46"W
C2	40.00	42.70	61°09'52"	S88°19'29"W
C3	25.00	22.78	52°12'28"	S87°11'49"E
C4	343.00	79.11	13°12'53"	S60°05'30"W
C5	367.00	103.54	16°09'53"	S61°34'00"W
C6	525.00	9.72	1°03'40"	S59°57'40"W
C7	815.00	10.30	0°43'24"	S58°03'38"W

CURVE TABLE				
CURVE #	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING
C8	500.00	139.31	15°57'49"	N68°28'24"E
C9	1000.00	148.47	8°30'25"	N72°12'06"E
C10	710.00	80.57	6°30'08"	N73°12'15"E
C11	790.00	248.63	18°01'57"	N67°26'20"E
C12	490.00	158.47	18°31'48"	N52°24'46"W
C13	505.00	158.69	18°00'15"	N52°08'59"W

OWNER/DEVELOPER:
R.A. DEVELOPMENT, LTD
236 E. ELIISON STREET
BURLESON, TX 76028

PREPARED BY:
GOODWIN AND MARSHALL INC.
CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS

2405 Mustang Drive, Grapevine, Texas 76051
(817) 329 - 4373
TBPB REGISTRATION # F-2944
TBPB # 10021700

FINAL PLAT
OF
REVERIE PHASE 2
LOTS 37-57, PARK LAND DEDICATION C, BLOCK 1;
LOTS 10-17, BLOCK 2; LOTS 2-19, BLOCK 3;
BEING
12.982 ACRES
SITUATED IN THE
G.R. SHANNON SURVEY (ASSIGNEE OF B.B.B. & C.R.R. CO.)
SURVEY, ABSTRACT No. 86
CITY OF BURLESON, JOHNSON COUNTY, TEXAS
47 RESIDENTIAL LOTS, 1 NON-RESIDENTIAL LOTS
Date: October 2021

PROPERTY DESCRIPTION

All that certain lot, tract, or parcel of land, situated in a portion of the G. R. Shannon Survey (Assignee of B.B. B. & C. R.R. Co.), Abstract No. 86, City of Burleson, Johnson County, Texas, being part of Shannon Creek Estates - Phase 1 recorded in Volume 9, Page 903 of the Plat Records of Johnson County, Texas (PRJCT), part of that certain called 31.257 acre tract described in a deed to R.A. Development, Ltd. recorded in Instrument No. 2017-28360 of the Deed Records of Johnson County, Texas (DRJCT), and being more completely described as follows, to-wit:

BEGINNING at a 1/2" capped iron rod found stamped "WEIR ASSOC" for the most northeasterly corner of said 31.257 acre tract, the most northerly corner of a called 2.000 acre tract described in a deed to the City of Burleson recorded in Instrument No. 2009-20095 (DRJCT), from which a 1/2" capped iron rod found stamped "CSI" for the most easterly corner of said 2.000 acre tract bears South 44 deg. 45 min. 08 sec. East - 47.12 feet;

THENCE in a southwesterly direction along the Southeast line of said 31.257 acre tract and the Northwest line of said 2.000 acre tract the following eight (8) courses;

South 75 deg. 15 min. 59 sec. West, a distance of 14.03 feet to a 1/2" capped iron rod set stamped "RPLS 5544", hereinafter referred to as 1/2" capped iron rod set, said point being a Point of Curvature of a non-tangent circular curve to the left, having a radius of 2,013.22 feet, a central angle of 4 deg. 31 min. 10 sec., and being subtended by a chord which bears South 73 deg. 05 min. 46 sec. West - 158.76 feet;

Continue in a westerly direction along said curve to the left, a distance of 158.80 feet to a 1/2" iron rod found;

North 26 deg. 17 min. 32 sec. West non-tangent to said curve, a distance of 4.21 feet to a 1/2" iron rod found for a Point of Curvature of a non-tangent circular curve to the right, having a radius of 40.00 feet, a central angle of 61 deg. 9 min. 52 sec., and being subtended by a chord which bears South 88 deg. 19 min. 29 sec. West - 40.70 feet;

Continue in a westerly direction along said curve to the right, a distance of 42.70 feet to a 1/2" capped iron rod set for a Point of Curvature of a reverse circular curve to the left, having a radius of 25.00 feet, a central angle of 52 deg. 12 min. 28 sec., and being subtended by a chord which bears North 87 deg. 11 min. 49 sec. West - 22.00 feet;

Continue in a westerly direction along said curve to the left, a distance of 22.78 feet to a 1/2" capped iron rod found stamped "WEIR ASSOC" for a Point of Curvature of a compound circular curve to the left, having a radius of 343.00 feet, a central angle of 13 deg. 12 min. 53 sec., and being subtended by a chord which bears South 60 deg. 05 min. 30 sec. West - 78.93 feet;

Continue in a southwesterly direction along said curve to the left, a distance of 79.11 feet to a 1/2" capped iron rod found stamped "WEIR ASSOC" for a Point of Curvature of a reverse circular curve to the right, having a radius of 367.00 feet, a central angle of 16 deg. 9 min. 53 sec., and being subtended by a chord which bears South 61 deg. 34 min. 00 sec. West - 103.20 feet;

Continue in a southwesterly direction along said curve to the right, a distance of 103.54 feet to a 1/2" capped iron rod found stamped "WEIR ASSOC";

South 69 deg. 38 min. 56 sec. West tangent to said curve, a distance of 211.26 feet to a 1/2" capped iron rod set for the most westerly corner of said 2.000 acre tract and an ell corner of said 31.257 acre tract;

THENCE South 44 deg. 44 min. 41 sec. East, along the Northwest line of said 31.257 acre tract and the Southwest line of said 2.000 acre tract, a distance of 242.50 feet to a 1/2" iron rod found for the most southerly corner of said 2.00 acre tract, an ell corner of said 31.257 acre tract, and being in the Northwest line of a called 14.848 acre tract described in a deed to the City of Burleson recorded in Instrument No. 2013-29119 (DRJCT);

THENCE South 52 deg. 21 min. 38 sec. West, along the Southeast line of said 31.257 acre tract and the Northwest line of said 14.848 acre tract, a distance of 212.45 feet to a 1/2" capped iron rod set for the most easterly corner of Reverie Phase 3 as recorded in Volume____, Page ____ (PRJCT);

THENCE in a northwesterly direction departing said Southeast and Northwest lines and continue along the Northeast line of said Reverie Phase 3, the following eight (8) courses;

North 37 deg. 38 min. 22 sec. West, a distance of 413.27 feet to a 1/2" capped iron rod set;

North 29 deg. 30 min. 30 sec. West, a distance of 170.00 feet to a 1/2" capped iron rod set for a Point of Curvature of a non-tangent circular curve to the left, having a radius of 525.00 feet, a central angle of 01 deg. 03 min. 40 sec., and being subtended by a chord which bears South 59 deg. 57 min. 40 sec. West - 9.72 feet;

Continuing in a southwesterly direction along said curve to the left, a distance of 9.72 feet to a 1/2" capped iron rod set;

North 30 deg. 34 min. 10 sec. West non-tangent to said curve, a distance of 120.00 feet to a 1/2" capped iron rod set;

South 55 deg. 53 min. 26 sec. West, a distance of 11.36 feet to a 1/2" capped iron rod set;

North 31 deg. 34 min. 39 sec. West, a distance of 170.60 feet to a 1/2" capped iron rod set for a Point of Curvature of a non-tangent circular curve to the left, having a radius of 815.00 feet, a central angle of 00 deg. 43 min. 26 sec., and being subtended by a chord which bears South 58 deg. 03 min. 38 sec. West - 10.30 feet;

Continuing in a southwesterly direction along said curve to the left, a distance of 10.30 feet to a 1/2" capped iron rod set;

North 32 deg. 18 min. 05 sec. West non-tangent to said curve, a distance of 120.00 feet to a 1/2" capped iron rod found stamped "RPLS 5544" for an ell corner of said Reverie Phase 3 and being in the Southeast line of said Reverie Phase 1 as recorded in Volume 11, Page 705 (PRJCT);

THENCE in a northeasterly direction along the Southeast line of said Reverie Phase 1 the following nine (9) courses;

North 59 deg. 37 min. 58 sec. East, a distance of 63.12 feet to a 1/2" capped iron rod found stamped "RPLS 5544";

North 63 deg. 30 min. 06 sec. East, a distance of 63.12 feet to a 1/2" capped iron rod found stamped "RPLS 5544";

North 67 deg. 22 min. 13 sec. East, a distance of 63.12 feet to a 1/2" capped iron rod found stamped "RPLS 5544";

North 71 deg. 14 min. 20 sec. East, a distance of 63.12 feet to a 1/2" capped iron rod found stamped "RPLS 5544";

North 75 deg. 02 min. 18 sec. East, a distance of 62.01 feet to a 1/2" capped iron rod found stamped "RPLS 5544";

North 76 deg. 27 min. 18 sec. East, a distance of 181.00 feet to a 1/2" capped iron rod found stamped "RPLS 5544";

North 45 deg. 14 min. 52 sec. East, a distance of 50.00 feet to a 1/2" capped iron rod found stamped "RPLS 5544";

North 44 deg. 45 min. 08 sec. West, a distance of 38.45 feet to a 1/2" capped iron rod found stamped "RPLS 5544";

North 45 deg. 14 min. 52 sec. East, a distance of 120.00 feet to a 1/2" capped iron rod found stamped "RPLS 5544" for the most easterly corner of said Reverie Phase 1;

THENCE South 44 deg. 45 min. 08 sec. East, along the Northeast line of said 31.257 acre tract, a distance of 857.08 feet to the **POINT OF BEGINNING**, containing 565,479 square feet or 12.982 acres of land, more or less.

SURVEYOR'S CERTIFICATE

I, Matt Powell, do hereby certify that I made an actual on the ground survey of the land platted hereon by John N. Rogers, and that the boundary corner monuments shown here on were properly placed under my supervision in accordance with the platting rules and regulations of the City of Burleson, Texas. The Monuments set or found are sufficient to enable retracement.

Matt Powell
Registered Professional Land Surveyor No. 5544
1108 South Dobson Street
Burleson, Texas 76028
(817) 447-4122

I, John N. Rogers, do hereby certify that I prepared this plat from an actual on the ground survey of the land by Matt Powell, and that the internal easements, right-of-way and other calculations other than the property boundary were prepared by me in accordance with the platting rules and regulations of the City of Burleson, Texas.

John N. Rogers
Registered Professional Land Surveyor No. 6372
Surveyed on the ground 11/21/2017
Goodwin & Marshall, Inc.
2405 Mustang Drive
Grapevine, Texas 76051
metro (817) 329-4373

APPROVED BY CITY COUNCIL

Approved by the City Council of Burleson, Texas
This the _____ day of _____, 20__

By: _____
Mayor

By: _____
City Secretary

NOTES

- Bearings are referenced to Texas State Plane Coordinate System, North Central Zone (4202), North America Datum of 1983 as derived from GPS observation.
- According to the Flood Insurance Rate Map (FIRM) panel 48251 C0065J, effective December 04, 2012. This survey is located in Flood Insurance Zone "X" (non-shaded), being defined as areas outside the 0.2% annual chance floodplain and Zone "AE", being defined as areas with base flood elevations determined.
- All 1/2" iron rod set with yellow plastic cap stamped "Goodwin & Marshall" unless otherwise noted.
- All Common Areas shown hereon are for public use and to be maintained by the Homeowners's Association.
- The City of Burleson reserves the right to require minimum finished floor elevations on any lot within the subdivision. The minimum elevations shown based on the most current information available at the time the plot is filed and may be subject to change.
- All street connections offsite will be coordinated with adjacent land owners.
- A 10' X 10' right of way dedication is required at each road intersection.
- At controlled or uncontrolled intersections of any public street, the minimum intersection sight distance (visibility triangles) shall have the dimensions illustrated in Figure I in Appendix G of the City's design manual.
- No fences or other structures will be allowed within the drainage easement.
- Driveway approach locations on corners lots shall be located to approximately line up with the side of the house or garage that is furthest from the intersection.
- The City of Burleson is not responsible for the design, construction, operation, maintenance or use of any storm water storage facility and associated drainage easements hereinafter referred to as "improvements," to be developed and constructed by developer or successors. Developer will indemnify, defend and hold harmless the City of Burleson, its officers, employees and agents from any direct or indirect loss, damage, liability or expense and attorney's fees for any negligence whatsoever, arising out of the design, construction, operation, maintenance condition or use of the improvements, including any non-performance of the foregoing. Developer will require any successor in interest to accept full responsibility and liability for the improvements. All of the above shall be covenants running with the land. It is expressly, adjacent or served by the improvements the full obligation and responsibility of maintaining and operating said improvements.
- The City of Burleson is not responsible for the design, construction, operation, maintenance, or use of any natural creek associated drainage easements, hereinafter referred to as "feature." Developer will indemnify, defend and hold harmless the City of Burleson, its officers, employees and agents from any direct or indirect loss, damage, liability or expense and attorney's fees for any negligence whatsoever, arising out of the design, construction, operation, maintenance condition or use of the feature, including any non-performance of the foregoing. Developer will require any successor in interest to accept full responsibility and liability for the feature. All of the above shall be covenants running with the land. It is expressly contemplated that the developer shall impose these covenants upon Common Areas A & B abutting, adjacent or served by the feature the full obligation and responsibility or maintaining and operating said feature.

RIGHT-OF-WAY TABLE			
PRE DIRECTION	STREET NAME	STREET TYPE/SUFFIX	R-O-W (ACRES)
E-W	REVERIE ROAD	50' ROW	0.635
E-W	SAYLEE LANE	50' ROW	0.653
N-S	RYER TRAIL	50' ROW	0.591
TOTAL ROW DEDICATION			1.879

JOHNSON COUNTY RECORDING

FILED FOR RECORD _____, 20__

PLAT RECORDED IN VOLUME _____, PAGE _____, SLIDE _____

COUNTY CLERK, JOHNSON COUNTY, TEXAS

PREPARED BY:

GOODWIN & MARSHALL
CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS

2405 Mustang Drive, Grapevine, Texas 76051
(817) 329 - 4373
TBE REGISTRATION # F-2044
TBPLS # 10021700

OWNER/DEVELOPER:

R.A. DEVELOPMENT, LTD
236 E. ELLISON STREET
BURLESON, TX 76028

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.
Issued for review 10/6/2021 11:35 AM

FINAL PLAT
OF
REVERIE PHASE 2
LOTS 37-57, PARK LAND DEDICATION C, BLOCK 1;
LOTS 10-17, BLOCK 2; LOTS 2-19, BLOCK 3;
BEING
12.982 ACRES
SITUATED IN THE
G.R. SHANNON SURVEY (ASSIGNEE OF B.B.B. & C.R.R. CO.)
SURVEY, ABSTRACT No. 86
CITY OF BURLESON, JOHNSON COUNTY, TEXAS
47 RESIDENTIAL LOTS, 1 NON-RESIDENTIAL LOTS
Date: October 2021

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**CITY OF BURLESON, TEXAS
PERMANENT SANITARY SEWER EASEMENT**

THE STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF JOHNSON	§	

That, **City of Burleson**, of the Johnson County, State of Texas, GRANTOR herein, for and in consideration of TEN DOLLARS, and other good and valuable consideration in hand paid by the **City of Burleson**, Texas, a municipal corporation of Johnson County, Texas, GRANTEE herein, the receipt and sufficiency of which is hereby acknowledged and confessed, does hereby grant, sell and convey to GRANTEE a permanent and perpetual easement for the purpose of installing, constructing, repairing, maintaining, altering, replacing, relocating, rebuilding, removing, and operating utility facilities, and all necessary appurtenances thereto, in, into, upon, over, across and under that land in Johnson County Texas, described and depicted on Exhibit "A", attached hereto and made a part hereof, together with the right of ingress and egress as necessary for such purposes.

GRANTOR covenants and agrees that GRANTEE shall have the right to excavate and fill upon said permanent easement and to remove from said permanent easement, any fences, buildings or other obstructions as may now be found upon said permanent easement.

The permanent easement herein dedicated shall run with the land and forever be a right in and to the land belonging to said GRANTOR, its heirs, representatives, successors and assigns.

TO HAVE AND TO HOLD the above-described permanent easement, with the right of ingress and egress thereto, together with all and singular, the rights and appurtenances thereto, anywise belonging unto the said GRANTEE, its successors and assigns forever; and GRANTOR does hereby bind itself, its heirs, representatives, successors and assigns, to warrant and to forever defend all and singular the premises unto the GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim same or any part thereof.

WITNESS OUR HANDS, this the _____ day of _____, 2022
Owner

Name and Title

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

BEFORE ME, the undersigned authority in and for Johnson County, Texas, 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 foregoing instrument for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2022.

Notary Public in and for the
State of Texas

My Commission Expires:

Type or Print Notary's Name

EXHIBIT "A"
LEGAL DESCRIPTION FOR
15' SEWER EASEMENT

All that certain lot, tract, or parcel of land, situated in a portion of the G. R. Shannon Survey, Abstract No. 86, City of Burleson, Johnson County, Texas, being part of that certain called 2.000 acre tract described in a deed to The City of Burleson recorded in Instrument No. 2009-20095 of the Deed Records of Johnson County, Texas (DRJCT), and being more completely described as follows, to-wit:

COMMENCING at a 1/2" capped iron rod found for the Northeast corner of said 2.000 acre tract, the East corner of a called 31.257 acre tract described in a deed to R.A. Development, LTD. recorded in Instrument No. 2017-28360 (DRJCT) and being in the Southwest line of a tract of land described in deed to Parnolan Properties, LTD. recorded in Volume 2734, Page 739 (DRJCT), from which a 1/2" capped iron rod found stamped "CSI" for the Southeast corner of said 2.000 acre tract bears South 44 deg. 45 min. 08 sec. East - 47.12 feet;

THENCE South 75 deg. 15 min. 59 sec. West departing said Southwest line and continue along the Northwest line of said 2.000 acre tract and the Southeast line of said 31.257 acre tract, a distance of 14.03 feet to a Point of Curvature of a non-tangent circular curve to the left, having a radius of 2,013.22 feet, a central angle of 04 deg. 31 min. 10 sec., and being subtended by a chord which bears South 73 deg. 05 min. 46 sec. West - 158.76 feet;

THENCE in a westerly direction along said Northwest, Southeast line and curve to the left, a distance of 158.80 feet to a 1/2" iron rod found for an ell corner of said 2.000 acre tract and 31.257 acre tract, said point being the **TRUE POINT OF BEGINNING**;

THENCE South 27 deg. 24 min. 48 sec. East, a distance of 110.17 feet to the Southeast line of said 2.000 acre tract and the Northwest line of a called 14.848 acre tract described as Tract One in a deed to The City of Burleson recorded in Instrument No. 2013-29119 (DRJCT);

THENCE South 52 deg. 21 min. 38 sec. West along said Southeast and Northwest lines, a distance of 15.24 feet;

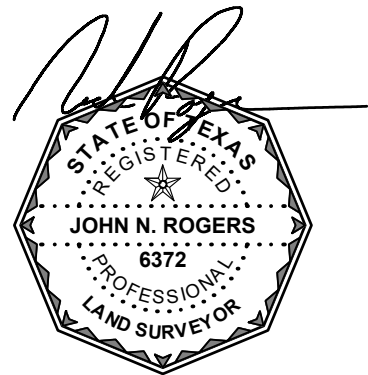
THENCE North 27 deg. 33 min. 06 sec. West departing said Southeast and Northwest lines, a distance of 118.78 feet to the Northwest line of said 2.000 acre tract, and the Southeast line of said 31.257 acre tract, said point being a Point of Curvature of a non-tangent circular curve to the left, having a radius of 40.00 feet, a central angle of 22 deg. 16 min. 43 sec., and being subtended by a chord which bears North 68 deg. 52 min. 55 sec. East - 15.46 feet;

THENCE in an easterly direction along said Northwest, Southeast lines and curve to the left, a distance of 15.55 feet to a 1/2" iron rod found for an ell corner of said 2.000 acre tract and 31.257 acre tract;

THENCE South 26 deg. 17 min. 32 sec. East along a Northeast line of said 2.000 acre tract and a Southwest line of said 31.257 acre tract, a distance of 4.21 feet to the **POINT OF BEGINNING**, containing 1,757 square feet or 0.040 acres of land, more or less.

Bearings are referenced to Texas State Plane Coordinate System, North Central Zone (4202), North American Datum of 1983 as derived from GPS observation.

Exhibit map attached and made a part hereof.



1/12/2022

CURVE TABLE

CURVE #	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	2013.22'	158.80'	4°31'10"	S73°05'46"W	158.76'
C2	40.00'	15.55'	22°16'43"	N68°52'55"E	15.46'



POINT OF COMMENCING

1/2" C.I.R.F.
"WEIR ASSOC"

HILLSIDE PARK AT
WAKEFIELD PHASE 1
LOT 34, BLOCK 17
VOL. 9, PG. 895
P.R.J.C.T.

PROPOSED REVERIE
PHASE 2

DRILL SITE ACCESS
PARNOLAN PROPERTIES, LTD.
VOL. 2734, PG. 739
D.R.J.C.T.

CALLED 31.257 ACRES
R.A. DEVELOPMENT, LTD.
INST. NO. 2017-28360
D.R.J.C.T.

CALLED 2.000 ACRES
THE CITY OF BURLESON
INST. NO. 2009-20095
D.R.J.C.T.

POINT OF BEGINNING

15' SEWER EASEMENT
1,757 SQ. FT./0.040 AC.

G.R. SHANNON SURVEY
(ASSIGNEE OF B.B.B. &
C.R.R. CO.)
ABSTRACT NO. 86

15' SEWER EASEMENT
THE CITY OF BURLESON
INST. NO. 2009-38467
D.R.J.C.T.

TRACT ONE
CALLED 14.848 ACRE TRACT
THE CITY OF BURLESON
INST. NO. 2013-29119
D.R.J.C.T.

LINE TABLE

LINE #	BEARING	DISTANCE
L1	S75°15'59"W	14.03'
L2	S27°24'48"E	110.17'
L3	S52°21'38"W	15.24'
L4	N27°33'06"W	118.78'
L5	S26°17'32"E	4.21'

BEARINGS ARE REFERENCED TO
TEXAS STATE PLANE COORDINATE
SYSTEM, NORTH CENTRAL ZONE
(4202), NORTH AMERICAN
DATUM OF 1983 AS DERIVED
FROM GPS OBSERVATION.

EXHIBIT "A" MAP SHOWING
15' SEWER EASEMENT, SITUATED IN A PORTION OF THE
G.R. SHANNON SURVEY, ABSTRACT NO. 86
CITY OF BURLESON, JOHNSON COUNTY, TEXAS

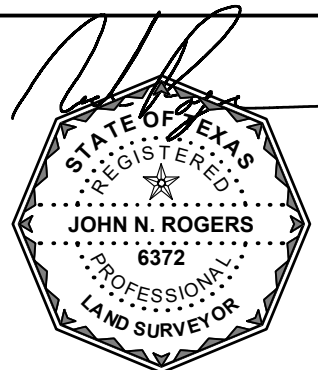
GOODWIN AND
MARSHALL

CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS

2405 Mustang Drive, Grapevine, Texas 76051
(817) 329 - 4373

TxEng Firm # F-2944 ~ TxSurv Firm # 10021700

Job No.:	10786	Scale:	1"=50'	Sheet
Drafted:	T.A.D.	Checked:	J.N.R.	3
Surveyed on the Ground:	12/14/2018			of
Date Prepared:	01/10/2022			3
Revised:	.	Revised:	.	



Date Signed: 1/12/2022

City Council Regular Meeting

5. F.

TO: Type A Burleson Economic Development Corporation

FROM: Alex Philips, Economic Development Manager

DATE: 04/04/2022

SUBJECT: Consider approval of a resolution authorizing a real estate contract with HCI, LLC, or assigns as buyer, to sell fee simple title to a tract of land in Johnson County, Texas, commonly known as 124 NW Magnolia St (also known as 124 SW Haskew St), for the sales price of \$190,000 and other consideration as prescribed in the contract; authorizing the City Manager to execute all documents necessary to close on the contract; authorizing the expenditure of funds; incorporating the recitals; and providing an effective date. *(Staff Contact: Alex Philips, Economic Development Director)*

Attachments

Department Memo
Staff Presentation
Proposed Resolution
Land Sale Contract
Contract Addendum

Staff Contact:

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

DEPARTMENT MEMO

DEPARTMENT: Economic Development
FROM: Alex Philips, Economic Development Director
MEETING: December 13, 2021

SUBJECT:

Consider approval of a resolution authorizing a real estate contract with HCI, LLC, or assigns as buyer, to sell fee simple title to a tract of land in Johnson County, Texas, commonly known as 124 NW Magnolia St (also known as 124 SW Haskew St), for the sales price of \$190,000 and other consideration as prescribed in the contract; authorizing the City Manager to execute all documents necessary to close on the contract; authorizing the expenditure of funds; incorporating the recitals; and providing an effective date. *(Staff Contact: Alex Philips, Economic Development Director)*

SUMMARY:

The property located at 124 NW Magnolia Street was identified as a property the City Council would like to sell and consolidate the Parks Maintenance operation to one facility. The property is approximately .359 acres and is currently being used as a staging and storage area for the Parks Department. The City's broker listed the property for a period of 30 days to accomplish the requirement of the City selling property. Since it has been listed we have received a contract from HCI, LLC. The details of the contract were the following:

- Purchase Price is \$190,000
- Close on the property within 60 days of closing.
- Buyer would receive a building permit within 18 months of closing.
- Buyer accepts property where is, as is.
- If Buyer does not receive a building permit within 18 months the City would be able to repurchase the property at the original contract price.

The City would use the proceeds towards a new Parks Maintenance facility to consolidate the department.

OPTIONS:

- 1) Approve the resolution with HCI, LLC.
- 2) Deny the resolution with HCI, LLC.

RECOMMENDATION:

Approve the resolution with HCI, LLC, authorizing the City Manager to close on the property located at 124 NW Magnolia Street.

FISCAL IMPACT:

Budgeted Y/N:

Fund Name:

Full Account #s:

Amount:

Project (if applicable):

Financial Considerations:

STAFF CONTACT:

Name: Alex Philips

Title: Economic Development Director

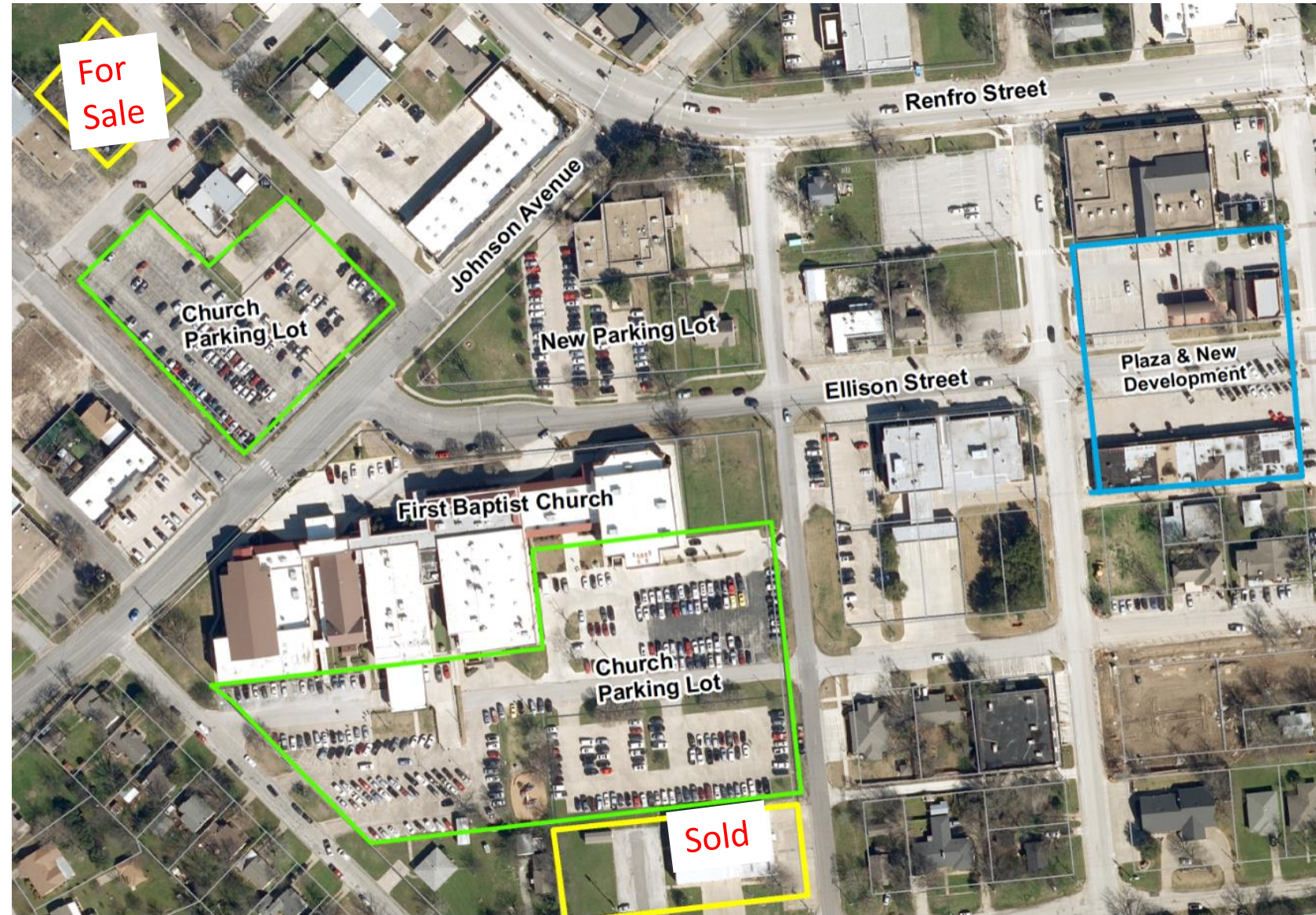
aphilips@burlesontx.com



Economic Development

City Property

- Parcel Details
 - .359 acres
 - Currently being used as a Parks lay down yard and miscellaneous maintenance
 - Contract price is \$190,000
- Development Details
 - Buyer wants to construct an office building for his business.
 - Buyer is HCI, LLC



Contract Offer Details

- Purchase Price is \$190,000
- Close on the property within 60 days of closing.
- Buyer would receive a building permit within 18 months of closing.
- Buyer accepts property where is, as is.
- If Buyer does not receive a building permit within 18 months the City would be able to repurchase the property at the original contract price.



Staff Recommendation is to approve the resolution authorizing the City Manager to execute the contract and close on the property at 124 NW Magnolia Street.

Questions / Comments

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON APPROVING A REAL ESTATE CONTRACT BETWEEN THE CITY OF BURLESON, AS SELLER, AND HCI, LLC, AS BUYER, TO SELL FEE SIMPLE TITLE TO A TRACT OF LAND SITUATED IN JOHNSON COUNTY, TEXAS, COMMONLY KNOWN AS 124 SW HASKEW ST, FOR THE SALES PRICE OF \$190,000.00 AND OTHER CONSIDERATION, AS PRESCRIBED IN THE REAL ESTATE CONTRACT AS ATTACHED IN EXHIBIT "A" (THE "CONTRACT"); AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY TO CLOSE ON THE CONTRACT; AUTHORIZING THE EXPENDITURE OF FUNDS; INCORPORATING THE RECITALS; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City desires to approve and enter into the Contract; and

WHEREAS, the City desires to close the real estate transaction described in the Contract; and

WHEREAS, the City desires the City Manager execute all documents necessary to close the real estate transaction described in the Contract; and

WHEREAS, the City desires to expend funds pursuant to the Contract that are necessary to close the real estate transaction described therein.

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

Section 1.

The City Manager, Bryan Langley, is authorized: (a) to execute on behalf of the City (i) the Contract between the City and the Buyer, substantially in the form attached as Exhibit "A", with the purchase price of \$190,000 and other consideration, and (ii) any other documents necessary for closing the transaction contemplated by the Contract; and (b) to make expenditures in accordance with the terms of the Contract and in closing the transaction contemplated by the Contract.

Section 2.

The foregoing recitals are adopted and incorporated herein for all purposes.

Section 3.

This resolution shall take effect immediately from and after its passage.

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

**UNIMPROVED PROPERTY CONTRACT**
NOTICE: Not For Use For Condominium Transactions

1. PARTIES: The parties to this contract are _____ (Seller) and _____ (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. PROPERTY: Lot _____, Block _____, Addition, City of _____, County of _____, Texas, known as _____ (address/zip code), or as described on attached exhibit together with all rights, privileges and appurtenances pertaining thereto, including but not limited to: water rights, claims, permits, strips and gores, easements, and cooperative or association memberships (Property). RESERVATIONS: Any reservation for oil, gas, or other minerals, water, timber, or other interests is made in accordance with an attached addendum.

3. SALES PRICE:

- A. Cash portion of Sales Price payable by Buyer at closing\$ _____
B. Sum of all financing described in the attached: ☐ Third Party Financing Addendum, ☐ Loan Assumption Addendum, ☐ Seller Financing Addendum\$ _____
C. Sales Price (Sum of A and B)\$ _____

4. LEASES:

- A. Except as disclosed in this contract, Seller is not aware of any leases affecting the Property. After the Effective Date, Seller may not, without Buyer's written consent, create a new lease, amend any existing lease, or convey any interest in the Property.
B. NATURAL RESOURCE LEASES: "Natural Resource Lease" means an existing oil and gas, mineral, water, wind, or other natural resource lease affecting the Property to which Seller is a party. Seller ☐ is ☐ is not a party to a Natural Resource Lease. If Seller is a party to a Natural Resource Lease, check one of the following:
☐ (1) Seller has delivered to Buyer a copy of all the Natural Resource Leases.
☐ (2) Seller has not delivered to Buyer a copy of all the Natural Resource Leases. Seller shall provide to Buyer a copy of all the Natural Resource Leases within 3 days after the Effective Date. Buyer may terminate the contract within _____ days after the date the Buyer receives all the Natural Resource Leases and the earnest money shall be refunded to Buyer.

5. EARNEST MONEY AND TERMINATION OPTION:

- A. DELIVERY OF EARNEST MONEY AND OPTION FEE: Within 3 days after the Effective Date, Buyer must deliver to _____, as escrow agent, at _____ (address): \$ _____ as earnest money and \$ _____ as the Option Fee. The earnest money and Option Fee shall be made payable to escrow agent and may be paid separately or combined in a single payment.
(1) Buyer shall deliver additional earnest money of \$ _____ to escrow agent within _____ days after the Effective Date of this contract.
(2) If the last day to deliver the earnest money, Option Fee, or the additional earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money, Option Fee, or the additional earnest money, as applicable, is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday.
(3) The amount(s) escrow agent receives under this paragraph shall be applied first to the Option Fee, then to the earnest money, and then to the additional earnest money.
(4) Buyer authorizes escrow agent to release and deliver the Option Fee to Seller at any time without further notice to or consent from Buyer, and releases escrow agent from liability for delivery of the Option Fee to Seller. The Option Fee will be credited to the Sales Price at closing.
B. TERMINATION OPTION: For nominal consideration, the receipt of which Seller acknowledges, and Buyer's agreement to pay the Option Fee within the time required, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within _____ days after the Effective Date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If Buyer gives notice of termination within the time prescribed: (i) the Option Fee will not be refunded and escrow agent shall release any Option Fee remaining with escrow agent to Seller; and (ii) any earnest money will be refunded to Buyer.

- C. FAILURE TO TIMELY DELIVER EARNEST MONEY: If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers the earnest money.
- D. FAILURE TO TIMELY DELIVER OPTION FEE: If no dollar amount is stated as the Option Fee or if Buyer fails to deliver the Option Fee within the time required, Buyer shall not have the unrestricted right to terminate this contract under this Paragraph 5.
- E. TIME: **Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

6. TITLE POLICY AND SURVEY:

- A. TITLE POLICY: Seller shall furnish to Buyer at ☐ Seller's ☐ Buyer's expense an owner's policy of title insurance (Title Policy) issued by _____ (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:
- (1) Restrictive covenants common to the platted subdivision in which the Property is located.
 - (2) The standard printed exception for standby fees, taxes and assessments.
 - (3) Liens created as part of the financing described in Paragraph 3.
 - (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
 - (5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
 - (6) The standard printed exception as to marital rights.
 - (7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
 - (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements:
- ☐ (i) will not be amended or deleted from the title policy; or
- ☐ (ii) will be amended to read, "shortages in area" at the expense of ☐ Buyer ☐ Seller.
- (9) The exception or exclusion regarding minerals approved by the Texas Department of Insurance.
- B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.
- C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)
- ☐ (1) Within _____ days after the Effective Date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). **If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date.** If the existing survey or affidavit is not acceptable to Title Company or Buyer's lender(s), Buyer shall obtain a new survey at ☐ Seller's ☐ Buyer's expense no later than 3 days prior to Closing Date.
- ☐ (2) Within _____ days after the Effective Date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.
- ☐ (3) Within _____ days after the Effective Date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.
- D. OBJECTIONS: Buyer may object in writing to (i) defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; or disclosed in the Commitment other than items 6A(1) through (9) above; (ii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit the following use or activity:

Buyer must object the earlier of (i) the Closing Date or (ii) _____ days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived. Provided Seller is not obligated to incur any expense, Seller shall cure any timely objections of Buyer or any third party lender within 15 days after Seller receives the objections (Cure Period) and the Closing Date will be extended as necessary. If objections are not cured within the Cure Period, Buyer may, by delivering notice to Seller within 5 days after the end of the Cure Period: (i) terminate this contract and the earnest money will be refunded to Buyer; or (ii) waive the objections. If Buyer does not terminate

(Address of Property) _____

within the time required, Buyer shall be deemed to have waived the objections. If the Commitment or Survey is revised or any new Exception Document(s) is delivered, Buyer may object to any new matter revealed in the revised Commitment or Survey or new Exception Document(s) within the same time stated in this paragraph to make objections beginning when the revised Commitment, Survey, or Exception Document(s) is delivered to Buyer.

E. TITLE NOTICES:

(1) **ABSTRACT OR TITLE POLICY:** Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.

(2) **MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S):** The Property ☐ is ☐ is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2 in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk. **You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.**

Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request.

If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association should be used.

(3) **STATUTORY TAX DISTRICTS:** If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.

(4) **TIDE WATERS:** If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.

(5) **ANNEXATION:** If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.

(6) **PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER:** Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.

(7) **PUBLIC IMPROVEMENT DISTRICTS:** If the Property is in a public improvement district, Seller must give Buyer written notice as required by §5.014, Property Code. An addendum containing the required notice shall be attached to this contract.

- (8) TEXAS AGRICULTURAL DEVELOPMENT DISTRICT: The Property ☐ is ☐ is not located in a Texas Agricultural Development District. For additional information, contact the Texas Department of Agriculture.
- (9) TRANSFER FEES: If the Property is subject to a private transfer fee obligation, §5.205, Property Code requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.
- (10) PROPANE GAS SYSTEM SERVICE AREA: If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.
- (11) NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."

7. PROPERTY CONDITION:

- A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.

NOTICE: Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.

- B. ACCEPTANCE OF PROPERTY CONDITION: "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7B (1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

(Check one box only)

- ☐ (1) Buyer accepts the Property As Is.
- ☐ (2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: _____

(Do not insert general phrases, such as "subject to inspections" that do not identify specific repairs and treatments.)

- C. COMPLETION OF REPAIRS: Unless otherwise agreed in writing: (i) Seller shall complete all agreed repairs and treatments prior to the Closing Date; and (ii) all required permits must be obtained, and repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. At Buyer's election, any transferable warranties received by Seller with respect to the repairs and treatments will be transferred to Buyer at Buyer's expense. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days, if necessary, for Seller to complete repairs and treatments.
- D. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.
- E. SELLER'S DISCLOSURES: Except as otherwise disclosed in this contract, Seller has no knowledge of the following:
- (1) any flooding of the Property which has had a material adverse effect on the use of the Property;
 - (2) any pending or threatened litigation, condemnation, or special assessment affecting the Property;
 - (3) any environmental hazards that materially and adversely affect the Property;
 - (4) any dumpsite, landfill, or underground tanks or containers now or previously located on the Property;
 - (5) any wetlands, as defined by federal or state law or regulation, affecting the Property; or
 - (6) any threatened or endangered species or their habitat affecting the Property.

8. BROKERS AND SALES AGENTS:

- A. BROKER OR SALES AGENT DISCLOSURE: Texas law requires a real estate broker or sales agent who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the broker or sales agent owns more than 10%, or a trust for which the broker or sales agent acts as a trustee or of which the broker or sales agent or the broker or sales

agent's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: _____.

- B. **BROKERS' FEES:** All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

9. CLOSING:

- A. The closing of the sale will be on or before _____, 20____, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.

- B. At closing:

- (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
- (2) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent.
- (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
- (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.

- 10. POSSESSION:** Seller shall deliver to Buyer possession of the Property in its present or required condition upon closing and funding.

- 11. SPECIAL PROVISIONS:** (Insert only factual statements and business details applicable to the sale. TREC rules prohibit license holders from adding factual statements or business details for which a contract addendum or other form has been promulgated by TREC for mandatory use.)

12. SETTLEMENT AND OTHER EXPENSES:

- A. The following expenses must be paid at or prior to closing:

- (1) Expenses payable by Seller (Seller's Expenses):

- (a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.

- (b) Seller shall also pay an amount not to exceed \$ _____ to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.

- (2) Expenses payable by Buyer (Buyer's Expenses): Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.

- B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. PRORATIONS AND ROLLBACK TAXES:

- A. **PRORATIONS:** Taxes for the current year, interest, maintenance fees, assessments, dues and rents will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.

- B. **ROLLBACK TAXES:** If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Assessments are imposed because of Seller's use or change in use of the Property prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.

- 14. CASUALTY LOSS:** If any part of the Property is damaged or destroyed by fire or other casualty after the Effective Date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.
- 15. DEFAULT:** If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.
- 16. MEDIATION:** It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.
- 17. ATTORNEY'S FEES:** A Buyer, Seller, Listing Broker, Other Broker, or escrow agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.
- 18. ESCROW:**
- A. **ESCROW:** The escrow agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as escrow agent. Escrow agent may require any disbursement made in connection with this contract to be conditioned on escrow agent's collection of good funds acceptable to escrow agent.
 - B. **EXPENSES:** At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, escrow agent may: (i) require a written release of liability of the escrow agent from all parties; and (ii) require payment of unpaid expenses incurred on behalf of a party. Escrow agent may deduct authorized expenses from the earnest money payable to a party. "Authorized expenses" means expenses incurred by escrow agent on behalf of the party entitled to the earnest money that were authorized by this contract or that party.
 - C. **DEMAND:** Upon termination of this contract, either party or the escrow agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the escrow agent. If either party fails to execute the release, either party may make a written demand to the escrow agent for the earnest money. If only one party makes written demand for the earnest money, escrow agent shall promptly provide a copy of the demand to the other party. If escrow agent does not receive written objection to the demand from the other party within 15 days, escrow agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors. If escrow agent complies with the provisions of this paragraph, each party hereby releases escrow agent from all adverse claims related to the disbursement of the earnest money.
 - D. **DAMAGES:** Any party who wrongfully fails or refuses to sign a release acceptable to the escrow agent within 7 days of receipt of the request will be liable to the other party for (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
 - E. **NOTICES:** Escrow agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by escrow agent.
- 19. REPRESENTATIONS:** All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.
- 20. FEDERAL TAX REQUIREMENTS:** If Seller is a "foreign person," as defined by Internal Revenue Code and its regulations, or if Seller fails to deliver an affidavit or a certificate of non-foreign status to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

21. NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by fax or electronic transmission as follows:

To Buyer at: _____

To Seller at: _____

Phone: () _____

Phone: () _____

E-mail/Fax: _____

E-mail/Fax: _____

E-mail/Fax: _____

E-mail/Fax: _____

22. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (check all applicable boxes):

- ☐ Third Party Financing Addendum
- ☐ Seller Financing Addendum
- ☐ Addendum for Property Subject to Mandatory Membership in a Property Owners Association
- ☐ Buyer's Temporary Residential Lease
- ☐ Seller's Temporary Residential Lease
- ☐ Addendum for Reservation of Oil, Gas and Other Minerals
- ☐ Addendum for "Back-Up" Contract
- ☐ Addendum Concerning Right to Terminate Due to Lender's Appraisal
- ☐ Addendum containing Notice of Obligation to Pay Improvement District Assessment

- ☐ Addendum for Coastal Area Property
- ☐ Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum
- ☐ Addendum for Property Located Seaward of the Gulf Intracoastal Waterway
- ☐ Addendum for Sale of Other Property by Buyer
- ☐ Addendum for Property in a Propane Gas System Service Area
- ☐ Other (list): _____

23. CONSULT AN ATTORNEY BEFORE SIGNING: TREC rules prohibit real estate license holders from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer's
Attorney is: _____

Seller's
Attorney is: _____

Phone: () _____

Phone: () _____

Fax: () _____

Fax: () _____

E-mail: _____

E-mail: _____

EXECUTED the _____ day of _____, 20____ (Effective Date).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

Buyer

Seller

Buyer

Seller



The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (<http://www.trec.texas.gov>) TREC NO. 9-15. This form replaces TREC NO. 9-14.

BROKER INFORMATION
(Print name(s) only. Do not sign)

Other Broker Firm _____ License No. _____

represents ☐ Buyer only as Buyer's agent
☐ Seller as Listing Broker's subagent

Associate's Name _____ License No. _____

Team Name _____

Associate's Email Address _____ Phone _____

Licensed Supervisor of Associate _____ License No. _____

Other Broker's Address _____ Phone _____

City _____ State _____ Zip _____

Listing Broker Firm _____ License No. _____

represents ☐ Seller and Buyer as an intermediary
☐ Seller only as Seller's agent

Listing Associate's Name _____ License No. _____

Team Name _____

Listing Associate's Email Address _____ Phone _____

Licensed Supervisor of Listing Associate _____ License No. _____

Listing Broker's Office Address _____ Phone _____

City _____ State _____ Zip _____

Selling Associate's Name _____ License No. _____

Team Name _____

Selling Associate's Email Address _____ Phone _____

Licensed Supervisor of Selling Associate _____ License No. _____

Selling Associate's Office Address _____

City _____ State _____ Zip _____

Disclosure: Pursuant to a previous, separate agreement (such as a MLS offer of compensation or other agreement between brokers), Listing Broker has agreed to pay Other Broker a fee (_____). This disclosure is for informational purposes and does not change the previous agreement between brokers to pay or share a commission.

OPTION FEE RECEIPT

Receipt of \$ _____ (Option Fee) in the form of _____
is acknowledged.

Escrow Agent _____ Date

EARNEST MONEY RECEIPT

Receipt of \$ _____ Earnest Money in the form of _____
is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date/Time

Address _____ Phone

City _____ State _____ Zip _____ Fax

CONTRACT RECEIPT

Receipt of the Contract is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date

Address _____ Phone

City _____ State _____ Zip _____ Fax

ADDITIONAL EARNEST MONEY RECEIPT

Receipt of \$ _____ additional Earnest Money in the form of _____
is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date/Time

Address _____ Phone

City _____ State _____ Zip _____ Fax

ADDENDUM FOR SELLER'S REVERTER RIGHTS TO THE PROPERTY

TO CONTRACT CONCERNING THE PROPERTY AT 124 NW MAGNOLIA ST., BURLESON, TEXAS (BEING LOTS 1,2, AND THE SOUTH ½ OF LOT 3, BLOCK 11, CUMMINGS ADDITION, BURLESON, JOHNSON COUNTY, TEXAS)

Buyer ("Grantee") and Seller ("Grantor") agree that Seller has reverter rights to the Property as set out below and which said language shall be incorporated in the Special Warranty Deed conveying the Property to Buyer.

Seller's Reverter Rights

1. Right of Reverter for Failure to Obtain Building Permit. If Grantee fails to obtain a building permit to commence construction activities on the Property from the City of Burleson, Texas, within 18 months of the date this Special Warranty Deed is filed of record, Grantor shall have the right to re-enter and take possession of the Property and declare a termination in favor of Grantor of the title, and of all the rights, title and interests in the Property. Such title, and all rights, title and interests to the Property (including without limitation all appurtenant rights and interests thereto and all improvements made by Grantee thereon) shall revert to Grantor after notice from the Grantor to Grantee ("Notice of Reversion") and the payment of \$190,000.00 to Grantee (less any outstanding taxes assessed, or liens against, the Property). Grantor's recordation of the Notice of Reversion in the Johnson County, Texas, Real Property Records (the "Reverter") shall be evidence of the Reverter without any further action on the part of either party.
2. Right of Reverter Should Grantee Attempt to Sell, Transfer, or Encumber the Property Before Building Permit Obtained. If Grantee attempts to sell, transfer, or encumber the Property before obtaining the building permit in accordance with the terms of the above paragraph 1, Grantor shall have the right to re-enter and take possession of the Property and declare a termination in favor of Grantor of the title, and of all the rights, title and interests in the Property. Such title, and all rights, title and interests to the Property (including without limitation all appurtenant rights and interests thereto and all improvements made by Grantee thereon) shall revert to Grantor after notice from the Grantor to Grantee ("Notice of Reversion") and the payment of \$190,000.00 to Grantee (less any outstanding taxes assessed, or liens against, the Property). Grantor's recordation of the Notice of Reversion in the Johnson County, Texas, Real Property Records (the "Reverter") shall be evidence of the Reverter without any further action on the part of either party.
3. Reverter Rights Are Covenants Running with Land. Grantor, as the fee simple owner of the Property, establishes the Reverter Rights as covenants, conditions, and restrictions upon the Property. Grantor and Grantee stipulate that (a) the Reverter Rights touch and concern the Property; (b) privity of estate exists by reason of the ownership

of the Property; and, (c) notice is given by filing this instrument in the real property records of the county in which the Property is situated. The Reverter Rights run with the land making up the Property, are binding on Grantee and Grantee's successors and assigns forever, and inure to the benefit of Grantor and Grantee and their successors and assigns forever.

4. Termination of Grantor's Reverter Rights. Grantor's Reverter Rights will terminate 18 months from the date this Special Warranty Deed is filed of record.

BUYER:

HCI, INC., a Texas corporation

Signature

Printed Name

Title

Signed on the ____ day of _____, 2022.

SELLER:

CITY OF BURLESON, a Texas home-rule municipal corporation

Signature

Printed Name

Title

Signed on the ____ day of _____, 2022.



City of Burleson

City Council

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

AGENDA INFORMATION SHEET

DEPARTMENT: Neighborhood Services
DIRECTOR: Lisa Duello
DATE: 04/04/2022

SUBJECT

Consider approval of a resolution authorizing a Home improvement Rebate Program in accordance with Chapter 380 related to housing improvement financial incentives in amount not to exceed \$25,000. (*Staff Contact: Lisa Duello, Neighborhood Services Director*)

Attachments

Department memo
Presentation
Resolution
Exhibit A
Exhibit B

Respectfully submitted:

Lisa Duello
Neighborhood Services Director
817-426-9841
lduello@burlesontx.com



CITY OF BURLESON
City Council

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

DEPARTMENT MEMO

DEPARTMENT: Neighborhood Services
FROM: Lisa Duello, Neighborhood Services Director
MEETING: April 4, , 2022

SUBJECT:

Consider approval of a resolution authorizing a Home improvement Rebate Program in accordance with Chapter 380 related to housing improvement financial incentives in amount not to exceed \$25,000. (Staff Contact: Lisa Duello, Neighborhood Services Director)

A supplemental request in the amount of \$25,000 was authorized for FY 21-22 to fund a Neighborhood Revitalization Program.

The focus of the program is the following:

- Encourage reinvestment in residential neighborhoods
- Positively affect the value of the City's housing stocks
- Lowering the financial burden for property owners to make improvements to their homes
- Demonstrate strong commitment by the City to reinvest in mature residential neighborhoods.

The City of Burleson has been growing at astounding levels in the last 10 years, as such, the majority of the focus has been on new businesses and new housing, however, we must not forget about the mature neighborhoods of our City. Over 5,238 homes or 25 % of the City of Burleson's housing stock is over 30 years old. This program will demonstrate the City's commitment to reinvest in the mature residential neighborhoods.

Program Qualifications

- Single family houses, duplexes, townhomes and condominiums qualify
- House must be 25 years or older
- Owner-occupied
- Current on taxes and insurance

- The County Appraisal District (CAD) appraised total value of the property must be less than or equal to 70% of the FHA single-family mortgage limit the county for the current year.

*Current FHA single family mortgage limits for both Johnson and Tarrant is \$450,800 times 70% equals \$315,560 maximum property value for 2022.

The resolution will authorize the City Manager to execute contracts with individual applicants for repairs based on the program guidelines and Chapter 380. Program must be renewed every 2 years, per the requirements of Chapter 380.

OPTIONS:

- Approve the resolution authorizing a Home improvement Rebate Program in accordance with Chapter 380 related to housing improvement financial incentives in amount not to exceed \$25,000.
- Deny the resolution authorizing a Home improvement Rebate Program in accordance with Chapter 380 related to housing improvement financial incentives in amount not to exceed \$25,000.

RECOMMENDATION:

Approve the resolution authorizing a Home improvement Rebate Program in accordance with Chapter 380 related to housing improvement financial incentives in amount not to exceed \$25,000.

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

At the February 21, 2022, Council work session City Council directed staff to move forward with the Home Improvement Rebate program with the following changes:

1. Only owner-occupied applicants are eligible
2. Add to eligible improvements the correction of nuisance conditions
3. Phase reimbursement payment to eligible applicants on case-by-case basis

FISCAL IMPACT:

Budgeted Y/N: Y
Fund Name: General Fund
Full Account #s: 001-5013-436.80-05
Amount: \$25,000
Project (if applicable): N/A
Financial Considerations
The \$25,000 was approved in the FY 2021-2022 budget.

STAFF CONTACT:

Name: Lisa Duello, Director
Department: Neighborhood Services

Email: lduello@burlesontx.com
Phone: 817-426-9841



Resolution for Pilot Home Improvement Rebate Program

Lisa Duello, Neighborhood Services Director
City Council
April 4, 2022



Consider approval of a resolution authorizing a Home improvement Rebate Program in accordance with Chapter 380 related to housing improvement financial incentives in amount not to exceed \$25,000



Background



- FY 21 -22 - \$25,000 Supplemental request approved
- Texas Local Government Code - Chapter 380 allows the City provide incentives to private property owners for the promotion of economic development.
- Incentive Program will:
 1. Encourage reinvestment in neighborhoods
 2. Positively affect the value of City's housing stock
 3. Lower financial hurdle for property owners to make significant improvements to their homes.
 4. Quality housing stock encourage relocation of businesses
 5. Demonstrate strong commitment by the City to reinvest in residential neighborhoods.

What is the Need ?

Age of Housing Stock		
Year Built	Numbers of Houses	Percentage
Before 1939	64	0.36%
1940 to 1949	68	0.39%
1950 to 1959	365	2.08%
1960 to 1969	1,129	6.43%
1970 to 1979	2,378	13.52%
1980 to 1989	1,599	9.09%
5,238 Houses over 30 years old or 31% of Households (Source: Burleson GIS)		

What this program **IS**



- Neighborhood revitalization
- Beautification program
- Promotion of the redevelopment of existing housing stock
- Quality housing stock encourage relocation of businesses
- Assist property owners with home upgrades
- Encourage reinvestment in neighborhoods

What this program is **NOT**

- Low-income assistance program
- Substandard housing program
- Volunteer assistance program
- HOPE - Homeowners Outreach for Positive Outcome - Burleson Volunteer assistance program
- Tarrant County HOME program



Eligible Properties

- Single family homes, duplexes, townhouses and condominiums
- Structure must be 25 years or older
- Current on taxes and insurance
- ~~Any occupancy and ownership qualifies (Owner-occupied ONLY) tenant-occupied or vacant)~~

Eligibility criteria changed at 2/21/2022 City Council work session

- The County Appraisal District (CAD) appraised total value of the property must be less than or equal to 70% of the FHA single-family mortgage limit in the county for the current year.
 - Johnson County and Tarrant County - Current FHA loan limit \$450,800 - 70% = **\$315,560**





Eligible IMPROVEMENTS

- Expenditures on the property must total **10%** or more of CAD value of property.
EXAMPLE - \$150.000 = \$15,000 to qualify for improvements
- Both interior and exterior improvements qualify with the following exceptions:
 - New pools, hot tubs, spas and water features
 - Any landscaping (with exception of tree replacement)
 - Repair or replacement of sprinkler systems
 - Detached accessory structures
 - Garage enclosure and carports
 - Exterior improvements or items covered by HOA for Condo units
- At the 2/21/2022 Council work session, council requested to add eligible improvement of the correction of nuisance abatement improvements such as, pool decommissioning.
- Improvements must result in livable unit
- Repairs to individual condo units not covered by property owner association.
- Tree replacement is eligible only per city approved trees





- \$5,000 Maximum per property Relative to project
- 25% rebate on exterior improvements
- 10% rebate on interior improvements
- Phase Reimbursement on case-by-case basis - depended on the request of applicant

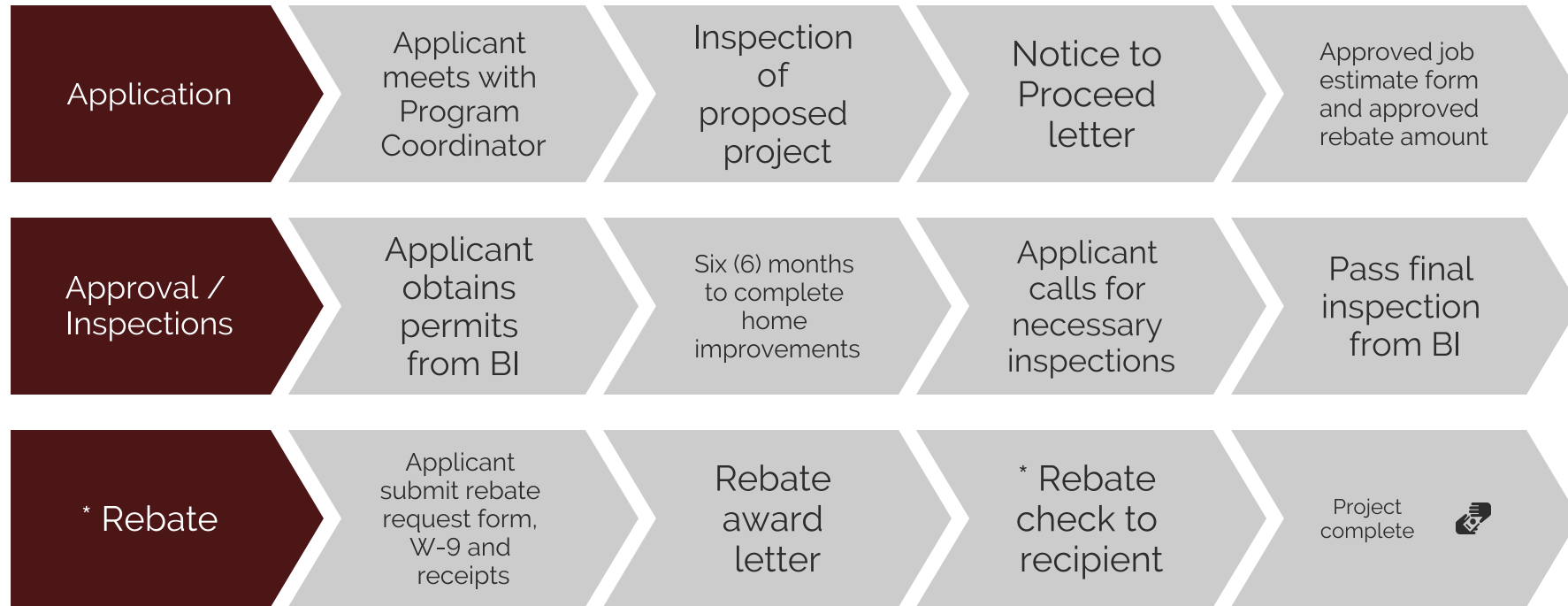
Rebate EXAMPLE Project



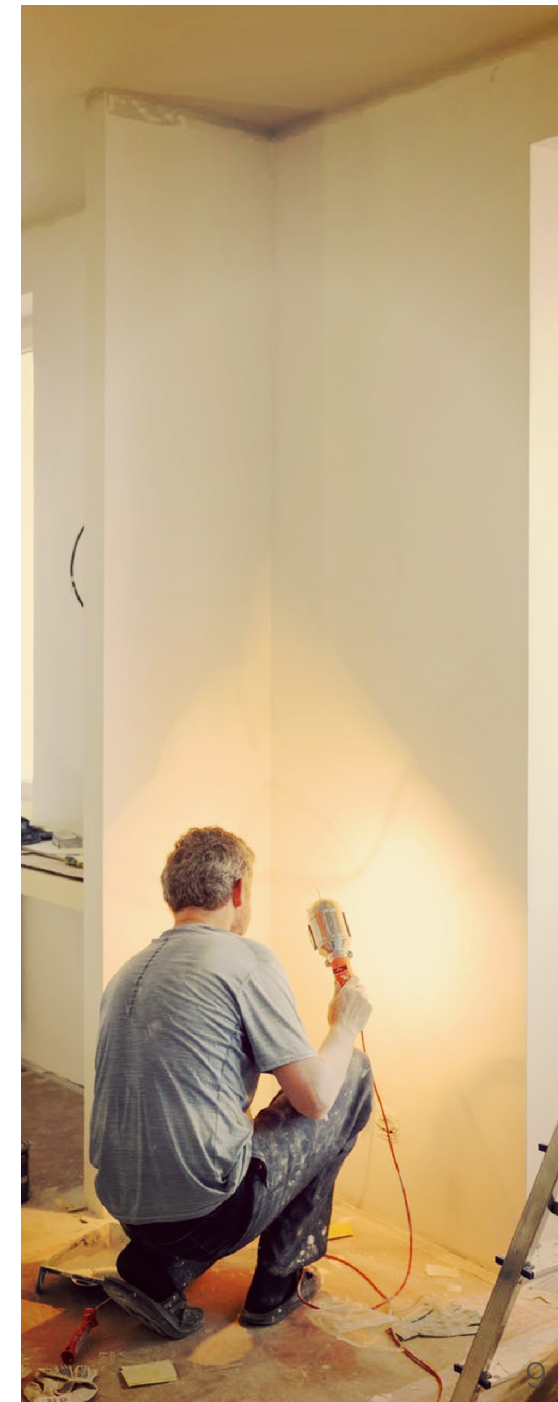
- \$178,322 valued home
 - * minimum remodel would be \$17,832
- \$20,000 Remodel
- \$15,000 work on the exterior
 - 25% equal \$3,750
- \$5,000 work on the interior
 - 10% equal \$500
- TOTAL REBATE = \$4,250



PROGRAM PROCESS



* At the 2/21/2022 City Council work session council requested that the rebate be phased reimbursements.





- February 21, 2022 City Council Work Session - Changes
 1. Owner occupied Only
 2. Add to eligible improvements the correction of nuisance conditions
 3. Phase reimbursement

Program Administration

- The resolution will authorize the City Manager to execute contracts with individual applicants for repairs based on the program guidelines.





Council Action



Approve the resolution authorizing a Home improvement Rebate Program in accordance with Chapter 380 related to housing improvement financial incentives in amount not to exceed \$25,000



Deny the resolution authorizing a Home improvement Rebate Program in accordance with Chapter 380 related to housing improvement financial incentives in amount not to exceed \$25,000.





Home Improvement Rebate Program

Questions / Comments

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, AUTHORIZING HOME IMPROVEMENT REBATE PROGRAM RELATED TO HOUSING IMPROVEMENT FINANCIAL INCENTIVES; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City of Burleson considers providing incentives in the form of grants, loans of monies and lending of personnel and services to stimulate economic development in Burleson; and

WHEREAS, *The City of Burleson Guidelines and Criteria for the Economic Development Incentives Program* is intended to develop and expand the local economy by promoting and encouraging the development and redevelopment of projects that enhance the City’s economic base and that may also diversify and expand job opportunities; and

WHEREAS, the City may, pursuant to Texas Local Government Code Chapter 380, provide incentives, including grants related to the appearance, stability, upkeep, and maintenance of the City’s more affordable housing stock to stimulate business and commercial activity in the City; and

WHEREAS, neither the Texas Local Government Code, Chapter 380, nor the Texas Constitution, Article III, Section 52-a, limit the type, kind or extent of incentives that may be provided by a city for the promotion of economic development; and

WHEREAS, the promotion of the redevelopment of existing housing stock in the City promotes economic development within the City and is essential for the continued economic growth of the City; and

WHEREAS, it is well established that the availability of quality housing stock encourages the relocation of businesses and attracts new business enterprises, as well as the expansion of existing business enterprises within the City, which in turn stimulates growth, creates jobs and increases property and sales tax revenues; and

WHEREAS, the promotion of the housing stock is a major contributing factor to the growth of the City, which in turn stimulates trade and commerce and reduces unemployment; and

WHEREAS, the well-being and economic growth of the Burleson community benefits all its citizens; and

WHEREAS, residential development and redevelopment will attract and encourage business relocation and expansion since businesses will look to the available housing stock to meet the

needs of management and the work force; and

WHEREAS, these housing incentives will be administered as Home Improvement Rebate Program by City staff as authorized by the City Manager and funded by City Council through the City budget process.

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

Section 1.

The City Council hereby authorizes Home Improvement Rebate Program related to housing improvement financial incentives funded through Chapter 380 of the Texas Local Government Code, as outlined in Exhibit A, attached hereto and incorporated herein for reference for all purposes.

Section 2.

The City Manager is authorized to execute on behalf of the City agreements similar in form to the agreement outlined in Exhibit B, attached hereto and incorporated herein for reference for all purposes, with eligible program recipients as funded by City Council through the City budget process.

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

Exhibit A
Burleson Home Improvement Rebate Program

The Burleson Home Improvement Rebate Chapter 380 Economic Development Program shall be conducted and implemented as described herein.

- A. Eligibility Requirements. To be considered for a Burleson Home Improvement Rebate Chapter 380 Economic Development Program incentive under this this Guidelines and Criteria document, a project must at least meet the following minimum requirements:
1. Must a single family home, duplex, townhome, or condominium (the "Home") within the Burleson city limits.
 2. The Home must be 25 years or older.
 3. At the time of application the Home must be owner-occupied.
 4. At the time of application all state, federal, and local taxes related to the Home must be current.
 5. The County Appraisal District (CAD) appraised total value of the Home must be less than or equal to 70% of the FHA single-family mortgage limit the county for the current year the application is made.
- B. Application Requirements and Process. The application process shall include:
1. Application for the incentive described by this Section must be made to the City through the Neighborhood Services Department prior to any work commencing on the project.
 2. If the application is approved, the applicant shall sign an incentive contract in substantially the same form as Exhibit "B", which is attached hereto and incorporated herein by reference for all purposes.
 3. Applicant shall allow the City to inspect the project as required to ensure project eligibility and improvement completion in accordance with the terms of the incentive agreement.
 4. After the execution of the incentives contract, the applicant will pay all taxes owed on the Home for the term of the contract.
 5. If the applicant has met all conditions of the program, the City will calculate the incentive and pay the applicant the incentive in accordance with the terms of the incentive contract.

C. Incentive Calculation. The incentive shall be calculated as follows:

1. The maximum incentive for any application will be \$5,000 that will have an option of being paid out in installments during the project or a one-time rebate payment at project finish.
2. Total expenditures on improvements to the Home must total 10% or more of the CAD value of the Home.
3. Applicant shall be eligible for a rebate equal to 25% on actual costs on exterior improvements, and a rebate equal to 10% on actual costs on interior improvements.

D. Additional Provisions.

1. Improvements may start only after the Applicant enters into an incentives contract with the City, and such improvements must be completed within 180 days after the effective date of the contract.
2. Improvements must result in a livable, residential unit.
3. The following repairs are not eligible for the rebate program (unless otherwise allowed and approved by the City Manager for nuisance abatement purposes):
4. The City Council shall authorize through the City Manager the implementation of the program described in this Section.
 - i. New pools, hot tubs, and other water features;
 - ii. Landscaping (except for City-approved trees in authorized tree replacements);
 - iii. Repair or replacement of sprinkler systems;
 - iv. Detached accessory structures;
 - v. Garage enclosures and carports; and
 - vi. Exterior improvements or items covered by a property owners association in condominiums.
5. The number of incentive applications at any one time shall not exceed the amount of funds actually budgeted.
6. Applicant shall comply with all City ordinances, state and federal laws in performing its obligations under the incentives agreement, including obtaining any and all necessary governmental approvals, permits, and inspections for the project.

EXHIBIT B
BURLESON HOME IMPROVEMENT REBATE PROGRAM
CHAPTER 380 AGREEMENT

This Burleson Home Improvement Rebate Program Chapter 380 Agreement (the "Agreement") is entered into as of _____ (the "Effective Date") by and between the City of Burleson, a Texas municipal corporation located in the Counties of Johnson and Tarrant, State of Texas ("City"), by and through its City Manager, and _____ (Name of Property Owner) (hereafter referred to as "Property Owner").

WITNESSETH:

WHEREAS, the Property Owner is the owner and resident of a single-family residential structure located at _____, Burleson, Texas; and

WHEREAS, Texas Local Government Code Chapter 380 allows the City to provide incentives for the promotion of economic development; and

WHEREAS, the promotion of the redevelopment of existing residential housing stock in the City promotes economic development within the City and is essential for continued economic growth and vitality of the City; and

WHEREAS, it is well established that the availability of quality housing stock encourages the relocation of businesses, attracts new business enterprises, and promotes the expansion of existing business enterprises within the City, which in turn stimulates growth, creates jobs, and increases property and sales tax revenues; and

WHEREAS, the promotion of quality residential housing stock is a major contributing factor to the vitality of the City, which in turns stimulates trade and commerce and reduces unemployment; and

WHEREAS, residential development and redevelopment will attract and encourage business relocation and expansion as businesses will look to the availability of quality residential housing stock to meet the needs of its work force and management; and

WHEREAS, the City has determined that providing an economic development incentive in accordance with this Agreement will further the objectives of the City, will benefit the City and the City's inhabitants, will promote local economic development, and stimulate business and commercial activity in the City.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1. **AUTHORIZATION**

The Burleson City Council finds and determines that this Agreement is authorized by Chapter 380 of the Texas Local Government Code.

ARTICLE 2. **DEFINITIONS**

- 2.01 The terms "Agreement," "City," "Effective Date," and "Property Owner," shall have the meanings provided, above.
- 2.02 "Approved Project" a project for home improvements, modifications, or remodeling of the Residence approved by the City of Burleson's City Manager (or designee) as being eligible for an incentive under the Home Improvement Program and identified in the attached **Exhibit "A."**
- 2.03 "Completion Date" means the date of the City's final inspection of the subject Residence and acceptance and approval of the home improvements, modifications, or remodeling of the Residence following the conclusion of the Approved Project.
- 2.04 "Documentation Date" has the meaning set forth in Section 4.01(D) of this Agreement.
- 2.05 "Event of Bankruptcy or Insolvency" means insolvency, appointment of receiver for the Property Owner and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against the Property Owner and such proceeding is not dismissed within ninety (90) days after the filing thereof.
- 2.06 "Expiration Date" means the day following the date the City pays the Incentive, if any, to the Property Owner.
- 2.07 "Exterior Improvement Costs" means the portion of the Verified Project Costs found by the City, in its sole discretion, to be expended on improvements on the exterior of the Residence.
- 2.08 "Home Improvement Program" means the City of Burleson Home Improvement Rebate Program adopted by Resolution _____ on April 4, 2022.

- 2.09 "Incentive" means shall mean a one-time payment, with the options of up to 4 installments provided by the City to the Property Owner in an amount equal to the lesser of (i) the total value of the Rebate, or (ii) Five Thousand Dollars (\$5,000.00).
- 2.010 "Incentive Payment Cap" has the meaning set forth in Section 5.02 of this Agreement.
- 2.10 "Interior Improvements Costs" means shall mean the portion of the Verified Project Costs found by the City, in its sole discretion, to be expended on improvements on the interior of the Residence.
- 2.11 "Residence" means the single-family residential structure, excluding the land, located at _____, Burleson, Texas.
- 2.12 "Verified Project Costs" means costs found by the City, in its sole discretion, to be paid in full and incurred for the Approved Project by the Property Owner.

ARTICLE 3.

TERM

The term of this Agreement shall begin on the Effective Date and continue until the Expiration Date, unless sooner terminated as provided herein.

ARTICLE 4.

COVENANTS OF PROPERTY OWNER

- 4.01 Covenants Regarding Property Owner's Residence and Project. In consideration of City agreeing to pay Property Owner the Incentive in accordance with the terms, provisions and conditions of this Agreement, Property Owner agrees to the following, which are not obligations of Property Owner, but are duties that must be fulfilled in order to receive the Incentive:
- (A) The Property Owner shall cause the Completion Date to occur on or before the expiration of one hundred and eighty (180) days following the Effective Date.
 - (B) The Property Owner agrees to submit to periodic inspections of the Residence by the City during the period beginning on the Effective Date and ending on the Completion Date.
 - (C) The cost of the Approved Project incurred and paid by the Property Owner shall be in amount that is equal to or exceeds ten (10%) percent of the total value of the improvements on the property as appraised by the County Appraisal District in the tax year beginning January 1st of the year this Agreement is executed.

- (D) The Property Owner shall, as a condition precedent to the payment of the Incentive, provide to the City copies of all invoices, receipts, and other documentation verifying the cost incurred for the Approved Project and payment thereof by the Property Owner on or before the earlier of (i) the expiration of thirty (30) days following the Completion Date, or (ii) the expiration of two hundred and ten (210) days following the Effective Date (the "Documentation Date").
- (E) Property Owner shall remain current and paid on all property taxes, subject to appeal rights in accordance with law and subject to a right to cure any delinquency.
- (F) Property Owner shall remain an owner and resident of the Residence through the term of this Agreement.

ARTICLE 5. **INCENTIVE**

- 5.01 Subject to the Property Owner's continued compliance with and satisfaction of the terms and conditions of this Agreement as set forth in Article 4, the Property Owner's obligation to repay the Incentive pursuant to Article 7, and the Incentive Payment Cap, the City agrees to pay the Incentive to the Property Owner within ninety (90) days following the Documentation Date.
- 5.02 The maximum Incentive available to Property Owner under this Agreement shall not exceed Five Thousand Dollars (\$5,000).
- 5.03 The Incentive provided for in this Agreement shall be paid solely from lawfully available funds that have been appropriated by the City Council for the Home Improvement Program. Funds available for the Home Improvement Program shall be paid out on a first come first serve basis. Under no circumstances shall the City's obligation to pay the Incentive be deemed to create any debt within the meaning of any constitutional or statutory provision. None of the City's obligations under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution or other third party.

ARTICLE 6. **AUTHORITY; COMPLIANCE WITH LAW**

- 6.01 Property Owner hereby represents and warrants to the City that it has full lawful right, power and authority to execute and deliver and perform the terms and obligations of this Agreement and that the execution and delivery of this Agreement has been duly authorized by all necessary action by Property Owner and this Agreement constitutes the legal, valid and binding obligation of Property Owner, and is enforceable in accordance with its terms and provisions.

- 6.02 Notwithstanding any other provision of this Agreement, Property Owner shall comply with all federal, state, and local laws.
- 6.03 During the term of this Agreement, Property Owner agrees not to knowingly employ any undocumented workers at the Development, and if convicted of a violation under 8 U.S.C. Section 1324a(f), Property Owner shall repay the amount of the Incentive received by Property Owner as of the date of such violation within 120 business days after the date Property Owner is notified by the City of such violation, plus interest at the rate Burleson is paying on the most recent issuance of bonded indebtedness prior to Property Owner's violation of this Article. The Property Owner's obligation to repay the Incentive received shall survive termination of this Agreement.

ARTICLE 7.

DEFAULT AND TERMINATION

- 7.01 This Agreement shall terminate upon the occurrence of any one of the following:
- i. mutual agreement of the parties;
 - ii. the Expiration Date;
 - iii. by the City, in its sole discretion, in the event the Property Owner breaches any term or condition of this Agreement and such breach is not cured within thirty (30) days after written notice from the City thereof;
 - iv. by the City, in its sole discretion, if the Property Owner suffers an Event of Bankruptcy or Insolvency;
 - v. if any subsequent Federal or State legislation or any final, non-appealable decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal, or unenforceable; or
 - vi. by the City, in its sole discretion, in the event that funding allocated by the City Council for purposes of funding the Home Improvement Program is depleted, reprogrammed for other purposes, or otherwise unavailable for the intended purposes of the Home Improvement Program.
- 7.02 In the event of termination by the City pursuant to Section 7.01(iii) or 7.01(iv), the Property Owner shall immediately repay the City an amount equal to the Incentive, if any, paid to the Property Owner prior to termination of this Agreement. The Property Owner's obligation to repay the Incentive shall survive termination of this Agreement. The City Attorney has the authority, on behalf of the City, to initiate any litigation necessary to pursue repayment of the Incentive pursuant to this Agreement.

- 7.03 No waiver or any breach of any term or condition of this Agreement shall be construed to waive any subsequent breach of the same or any other term or condition of this Agreement. Any waiver of any term or condition of this Agreement must be in writing and approved by the City Council of Burleson.

ARTICLE 8.
VENUE AND GOVERNING LAW

This Agreement is performable in Johnson County, Texas or Tarrant County, Texas, and venue of any action arising out of this Agreement shall be exclusively in Johnson County, Texas or Tarrant County, Texas. This Agreement shall be governed and construed in accordance with the Charter, ordinances, and resolutions of the City of Burleson, applicable federal and state laws, violation of which shall constitute a default of this Agreement. To the extent permitted by law, the laws of the State of Texas shall apply without regard to applicable principles of conflicts of law, and the parties submit to the jurisdiction of the state and federal courts in Burleson, Johnson and Tarrant County, Texas.

ARTICLE 9.
GIFT TO PUBLIC SERVANT OR TO PROPERTY OWNER

- 9.01 No Benefit. Each party hereto represents to the other that it has not offered, conferred, or agreed to confer and that it will not offer, confer or agree to confer in the future any benefit upon an employee or official of the other party. For purposes of this section, "benefit" means anything reasonably regarded as economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include a contribution or expenditure made and reported in accordance with law.
- 9.02 Right of Reimbursement. Notwithstanding any other legal remedies, City may obtain reimbursement for any expenditure made to Property Owner as a result of the improper offer, agreement to confer, or conferring of a benefit to a City employee or official. This provision shall survive termination of this Agreement.

ARTICLE 10.
INDEMNIFICATION

- 10.01 PROPERTY OWNER EXPRESSLY AGREES TO FULLY AND COMPLETELY DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, AND ITS OFFICERS, AND EMPLOYEES, AGAINST ANY AND ALL CLAIMS, LAWSUITS, LIABILITIES, JUDGMENTS, COSTS, AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM, DAMAGES OR LIABILITY FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY ANY NEGLIGENT, GROSSLY NEGLIGENT, WRONGFUL, OR STRICTLY LIABLE ACT OR OMISSION OF PROPERTY**

OWNER OR ITS AGENTS, EMPLOYEES, OR CONTRACTORS, ARISING OUT IN THE PERFORMANCE OF THIS CONTRACT. Nothing in this paragraph may be construed as waiving any governmental immunity available to the City under state law. This provision is solely for the benefit of Property Owner and the City and is not intended to create or grant any rights, contractual or otherwise, in or to any other person.

- 10.02 It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties. The City (including its past, present and future officers, elected officials, directors, employees and agents of the City) does not assume any responsibility to any third party in connection with Property Owner's construction of the Approved Project.
- 10.03 It is understood and agreed between the parties that the Property Owner, in satisfying the conditions of this Agreement, including but not limited to causing the completion of the Approved Project, is acting independently and the City assumes no responsibilities or liabilities to any third parties in connection with these actions.
- 10.04 THE CITY IS NOT A PARTY TO THE CONTRACT BETWEEN PROPERTY OWNER AND ANY THIRD-PARTY CONTRACTOR THAT MAY PERFORM THE WORK FOR THE APPROVED PROJECT. THE CITY AND ITS REPRESENTATIVES ARE SOLELY PROGRAM ADMINISTRATORS AND AS SUCH ARE REQUIRED TO PROVIDE INFORMATION AND MONITOR COMPLIANCE WITH CITY POLICIES AND REGULATIONS IN THE ADMINISTRATION OF THE PROGRAM. ANY INFORMATION PROVIDED BY THE CITY TO PROPERTY OWNER DOES NOT CONSTITUTE LEGAL OR OTHER PROFESSIONAL ADVICE TO PROPERTY OWNER AND IS FOR INFORMATIONAL PURPOSES ONLY. ANY DISPUTES, DISAGREEMENTS, FINES, CLAIMS, OR LAWSUITS ARISING OUT OF THE APPROVED PROJECT OR WORK RELATED THERETO BETWEEN PROPERTY OWNER AND ANY THIRD-PARTY CONTRACTOR ARE THE SOLE RESPONSIBILITY OF THE PROPERTY OWNER.

PROPERTY OWNER FURTHER AGREES THAT IT IS THE PROPERTY OWNER'S RESPONSIBILITY TO SEE THAT THE WORK IS COMPLETED AS SPECIFIED, AND THAT CITY HAS NO RESPONSIBILITY FOR ANY FAULTY OR INCOMPLETE WORK. PROPERTY OWNER ALSO AGREES THAT HIDDEN OR LATENT CONDITIONS ARE NOT THE RESPONSIBILITY OF THE CITY, NOR IS CITY LIABLE FOR SUCH CONDITIONS.

ARTICLE 11. **MISCELLANEOUS MATTERS**

- 11.01 Time is of Essence. Time is of the essence in this Agreement. The parties hereto will make every reasonable effort to expedite the subject matters hereof and

acknowledge that the successful performance of this Agreement requires their continued cooperation.

- 11.02 Agreement Subject to Law. This Agreement is made subject in accordance with the Burlison Home Rule Charter and ordinances of City, as amended, and all applicable State and federal laws.
- 11.03 Interpretation. Each of the parties have been or have had the opportunity to be represented by counsel of their choosing in the negotiation and preparation of this Agreement. In the event of any dispute regarding the interpretation of this Agreement, this Agreement will be interpreted fairly and reasonably and neither more strongly for nor against any party based on draftsmanship.
- 11.04 Counterparts Deemed Original. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
- 11.05 Captions. The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
- 11.06 Complete Agreement. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in the Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached and made a part of this Agreement.
- 11.07 No Waiver. Nothing contained in this Agreement shall be construed as the granting of any permit or permission required by any City ordinance or regulation, or the waiver of any requirement of any City ordinance or regulation.
- 11.08 Notice. Any notice to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be (i) delivered personally, with a receipt requested therefore; or (ii) sent by a nationally recognized overnight courier service; or (iii) delivered by United States certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the respective party at its address set forth below, and shall be effective (a) upon receipt or refusal if delivered personally; (b) one business day after depositing, with such an overnight courier service or (c) two business days after deposit in the United States mails, if mailed. Any party hereto may change its address for receipt of notices by service of a notice of such change in accordance with this subsection.

Property Owner:

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

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

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

11.10 Severability. In the event any section, subsection, paragraph, subparagraph, sentence, phrase, or word herein is held invalid, illegal, or unenforceable, the balance of this Agreement shall stand, shall be enforceable, and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, subparagraph, sentence, phrase, or word. In the event there shall be substituted for such deleted provision a provision as similar in terms and in effect to such deleted provision as may be valid, legal and enforceable.

11.11 Recitals. The recitals to this Agreement are incorporated herein.

[Signature pages to follow]

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

CITY OF BURLESON

By: _____
Bryan Langley, City Manager

Date: _____

STATE OF TEXAS
COUNTY OF JOHNSON

This instrument was acknowledged before me on _____, 20__ by Bryan Langley, known personally by me to be the City Manager of the City of Burleson, on behalf of said City.

[Notary Seal]

Notary Public, State of Texas

Property Owner

By: _____

Name: _____

Date: _____

STATE OF TEXAS
COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, who is known to me or who was proved to me on the oath of _____ *(name of person identifying the acknowledging person)* or who was proved to me through _____ *(description of identity card or other document issued by the federal or state government containing the picture and signature of the acknowledging person)* to be the person whose name is subscribed to the forgoing instrument, and acknowledged to me that he/she executed same for the purposes and consideration therein expressed, and in the capacity therein expressed.

[Notary Seal]

Notary Public, State of Texas

Exhibit “A”
Approved Project



City of Burleson

City Council

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

AGENDA INFORMATION SHEET

DEPARTMENT: Legal
DATE: 04/04/2022

SUBJECT

Consider approval of a minute order appointing Dr. Steve Martin to a two-year term as health authority to 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)*

Attachments

Department Memo
DSHS Appointment Documents

Respectfully submitted:

Matt Ribitzki
x9664

DEPARTMENT MEMO

DEPARTMENT: Fire

FROM: K.T. Freeman, Fire Chief

MEETING: April 4, 2022

SUBJECT:

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

SUMMARY:

On April 6, 2020, the City Council appointed Dr. Steve Martin as the City's public health authority. The appointment was for two years and runs through April 5, 2022. This minute order appoints Dr. Martin to another two-year term as the City's 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 6, 2020, 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
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
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

AGENDA INFORMATION SHEET

DEPARTMENT: Purchasing

DATE: 04/04/2022

SUBJECT

Consider approval of a two-year professional services agreement with Dr. Steven N. Martin, M.D., to act as the City of Burleson's public health authority in accordance with Chapter 121 of the Texas Health and Safety Code in the amount not to exceed \$120,000. (*Staff Contact: K.T. Freeman, Fire Chief*)

Attachments

Department Memo
Medical License
Dr. Martin 1295 form

Respectfully submitted:

K.T. Freeman
Fire Chief
ktfreeman@burlesontx.com



CITY OF BURLESON

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

DEPARTMENT MEMO

DEPARTMENT: Fire Department
FROM: K.T. Freeman, Fire Chief
MEETING: April 4, 2022

SUBJECT:

Consider approval of a two-year professional services agreement with Dr. Steven N. Martin, M.D., to act as the City of Burleson's public health authority in accordance with Chapter 121 of the Texas Health and Safety Code in the amount not to exceed \$120,000. (*Staff Contact: K.T. Freeman, Fire Chief*)

BACKGROUND:

On April 6, 2020, this City Council appointed Dr. Steven N. Martin, M.D., to serve as the City's public health authority under Chapter 121 of the Texas Health and Safety Code. Either party may terminate the agreement at any time by giving thirty days' notice to the other party. The contract includes a \$1,000 monthly stipend and \$100 per hour for any services rendered. The not to exceed amount of \$120,000 is based on prior expense with the pandemic, but this will not be spent unless services are needed. Additionally, the City will pay for the cost of continuing education and professional development that directly relate to Dr. Martin's service as the City's public health authority.

RECOMMENDATION:

Staff recommends approval.

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

On April 6, 2020, this City Council appointed Dr. Steven N. Martin, M.D., to serve as the City's public health authority.

FISCAL IMPACT:

None.

STAFF CONTACT:

Name: **K.T. Freeman**
Department: **Fire Chief**
Email: ktfreeman@burlesontx.com
Phone: **817.426.9171**

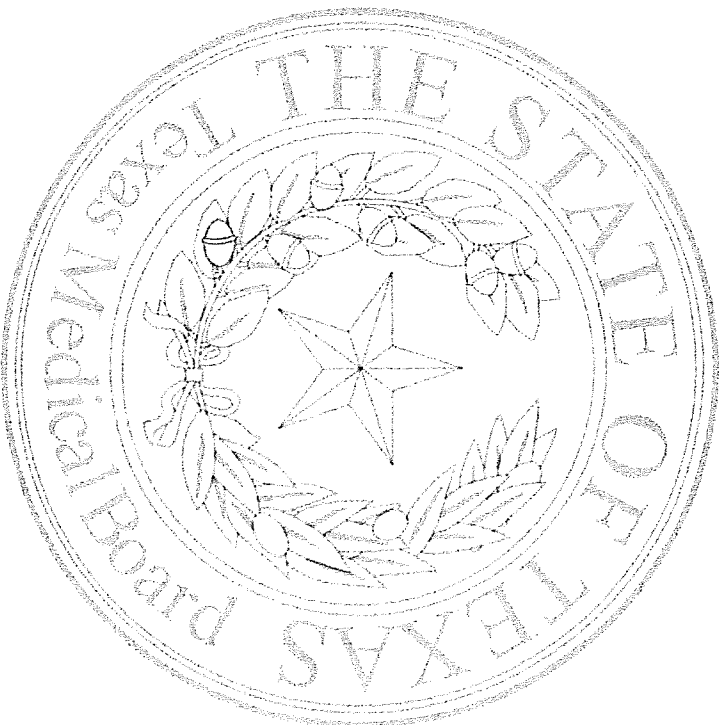
TEXAS MEDICAL BOARD

STEVEN NORMAN MARTIN, MD

LICENSE NUMBER
E1040

EXPIRATION DATE
05/31/2022

AUTHORIZED FOR
OFFICE BASED ANESTHESIA
No



PHYSICIAN LICENSE

PLEASE VISIT WWW.TMB.STATE.TX.US TO VIEW THE CURRENT STATUS OF THIS LICENSEE

This certifies that the licensee/permit holder named and numbered hereon has provided this board the information required and has paid the fee for registration for the period indicated above. Please keep this board notified of change of address.

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

Certificate Number:
2022-865203

Date Filed:
03/25/2022

Date Acknowledged:

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

Dr. Steve Martin
Joshua, TX United States

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

City of Burleson

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

223889
Professional Services Agreement

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	City of Burleson	Burleson, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Steven N. Martin, M.D., and my date of birth is [REDACTED]

My address is 137 Thousand Oaks, Joshua, Tx, 76058, Us.
(street) (city) (state) (zip code) (country)

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

Executed in Johnson County, State of Tx, on the 25th day of March, 2020.
(month) (year)

Steven N. Martin
Signature of authorized agent of contracting business entity
(Declarant)



City of Burleson

City Council

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

AGENDA INFORMATION SHEET

DEPARTMENT: Purchasing

DATE: 04/04/2022

SUBJECT

Consider approval of a two-year professional services agreement with Dr. John K. Griswell, M.D., PA, for the services of a licensed physician necessary to assist the Local Health Authority in an amount not to exceed \$40,000. (*Staff Contact: K.T. Freeman, Fire Chief*)

Attachments

Department Memo
Dr. Griswell Contract
Dr. Griswell 1295 form

Respectfully submitted:

K.T. Freeman
Fire Chief
kfreeman@burlesontx.com



CITY OF BURLESON

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

DEPARTMENT MEMO

DEPARTMENT: Fire Department
FROM: K.T. Freeman, Fire Chief
MEETING: April 4, 2022

SUBJECT:

Consider approval of a 2-year professional services agreement with Dr. John K. Griswell, M.D., PA, for the services of a licensed physician necessary to assist the Local Health Authority in an amount not to exceed \$40,000. (*Staff Presenter: K.T. Freeman, Fire Chief*).

BACKGROUND:

On April 6, 2020, this City Council appointed Dr. Steven N. Martin, M.D., to serve as the City's public health authority under Chapter 121 of the Texas Health and Safety Code. This proposed professional services agreement is a two-year agreement that will run concurrent with Dr. Martin's two-year appointment as the City's public health authority. The proposed agreement would allow Dr. Griswell to serve the public health authority when Dr. Martin is unavailable. The contract includes a \$1,000 monthly stipend and \$100 per hour for any services rendered. The not to exceed amount of \$40,000 is based on prior expense with the pandemic, but this will not be spent unless services are needed.

RECOMMENDATION:

Staff recommends approval.

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

In May of 2021 Council authorized a professional services contract with Dr. Griswell.

FISCAL IMPACT:

Federal Grant Reimbursement (FEMA and/or ARPA federal grants)

STAFF CONTACT:

Name: K.T. Freeman
Department: Fire Chief
Email: ktfreeman@burlesontx.com
Phone: 817.426.9171

PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF BURLESON
AND DR. JOHN K. GRISWELL, M.D.

This **PROFESSIONAL SERVICES AGREEMENT** ("Agreement") is made and entered into by and between the **CITY OF BURLESON** (the "City"), a home rule municipal corporation situated in portions of Tarrant and Johnson Counties, Texas and **DR. JOHN K. GRISWELL, M.D.** ("Professional").

WITNESETH:

WHEREAS, the City desires to retain the services of a licensed physician to assist with the Local Health Authority from time to time: and

WHEREAS, the professional is licensed physician and willing to render professional services for the City as provided herein.

WHEREAS, the Professional meets the requirements of Section 121.022 of the Texas Health and Safety Code and is willing to render professional services for the City as provided herein.

NOW, THEREFORE, City hereby engages the services of Professional, and in consideration of the mutual promises herein contained, the parties agree as follows:

1. SCOPE OF SERVICES.

During the term of this Agreement, Professional shall provide through Dr. John K. Griswell, M.D., services necessary to assist the Local Health Authority to perform the Local Health Authority's duties as set forth in the Texas Health and Safety Code, Chapter 121, "Local Public Health Reorganization Act" and as may be required and/or as requested by City. Such services shall include, but are not limited to: establishing, maintaining and enforcing quarantine orders; and advise and assist with infectious disease control, suppression and prevention services, and general sanitation. It is understood by and agreed upon by the parties that Dr. John K. Griswell, M.D., shall be the licensed physician assigned to perform all the duties and services of the Professional under the terms of this Agreement.

Professional shall work at the direction of the Local Health Authority, and Professional shall execute Professional's performance in cooperation with the Local Health Authority and Fire Chief of the City's fire department. Professional shall keep the Local Health Authority and Fire Chief of the City's fire department properly informed of issues related to the Professional's services rendered to the City.

2. TERM.

The term of this Contract shall be a period of two years beginning on April 4, 2022, and ending on April 3, 2024. This Agreement may be terminated by the parties as provided herein.

3. COMPENSATION.

The City shall pay Professional a \$1,000.00 monthly stipend for on-call services and a contract rate of \$100.00 per hour, subject to the other terms and conditions of this Agreement, in exchange for completion of all tasks and delivery of all services listed in Article 1, "Scope of Services".

Professional shall not perform any additional services for the City not specified by this Agreement unless the City requests and approves in writing the additional services and costs for such services. The City shall not be liable for any additional expenses of Professional not specified by this Agreement unless the City first duly approves such expenses in a contract amendment executed by the City Manager or the City Manager's designee.

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

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

4. CONTINUING EDUCATION AND TRAINING.

City shall not be responsible for Professional's continuing education and training and associated expenses.

5. TERMINATION.

5.1. Written Notice.

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

5.2 Non-appropriation of Funds.

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

5.3 Duties and Obligations of the Parties.

In the event that this Agreement is terminated prior to the termination date, the City

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

6. DISCLOSURE OF CONFLICTS AND CONFIDENTIAL INFORMATION.

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

7. RIGHT TO AUDIT.

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

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

8. INDEPENDENT CONTRACTOR.

It is expressly understood and agreed that Professional shall operate as an independent contractor as to all rights and privileges granted herein, and not as agent, representative or employee of the City. Subject to and in accordance with the conditions and provisions of this Agreement, Professional shall have the exclusive right to control the details of its operations and activities and be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors and subcontractors. Professional acknowledges that the doctrine of *respondeat superior* shall not apply as between the City, its officers, agents, servants and employees, and Professional, its officers, agents, employees, servants, contractors and

subcontractors. Professional further agrees that nothing herein shall be construed as the creation of a partnership or joint enterprise between City and Professional.

9. GOVERNMENTAL FUNCTION CLAUSE.

All parties agree that this contract is one wherein the City is solely performing a governmental function. This Agreement is to have Professional, in consideration of the mutual promises contained herein, act as the City's Public Health Authority as set forth in Chapter 121 of the Texas Health and Safety Code.

10. ASSIGNMENT AND SUBCONTRACTING.

Neither party may assign or subcontract any of its duties, obligations or rights under this Agreement.

11. INSURANCE.

Professional shall not start work under this Agreement until Professional has obtained at Professional's expense all of the insurance required hereunder and such insurance has been approved by the City. Any subcontractor of the Professional shall be required to carry the same insurance as the Professional.

Professional shall deliver to City within ten (10) days of this Agreement proof of insurance coverage as required by this Article.

Professional Errors and Omissions insurance, which will pay for injuries arising out of errors or omissions in the rendering, or failure to render, professional services under this contract, for the term of the contract and up to two (2) years after the contract is terminated with limits of \$500,000 per occurrence/aggregate.

City will be provided with a ten (10) day notice of material change or cancellation of any of the insurance policies applicable to this contract. The City prefers that all insurance companies be rated B+ or better by AM Best or Standard & Poor's Rating Services.

12. COMPLIANCE WITH LAWS, ORDINANCES, RULES AND REGULATIONS.

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

13. NON-DISCRIMINATION COVENANT.

Professional, for itself, its personal representatives, assigns, subcontractors and successors in interest, as part of the consideration herein, agrees that in the performance of Professional's duties

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

14. NOTICES.

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

To CITY:

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

To PROFESSIONAL:

Dr. John K. Griswell, M.D. PA
PO Box 32
Keene, TX 76059

15. GOVERNMENTAL POWERS.

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

16. NO WAIVER.

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

17. GOVERNING LAW / VENUE.

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

18. SEVERABILITY.

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

19. FORCE MAJEURE.

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

20. HEADINGS NOT CONTROLLING.

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

21. REVIEW OF COUNSEL.

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

22. AMENDMENTS / MODIFICATIONS / EXTENSIONS.

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

23. ENTIRETY OF AGREEMENT.

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

24. SIGNATURE AUTHORITY.

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

25. NO WAIVER OF GOVERNMENTAL IMMUNITY.

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

26. MANDATORY OWNERSHIP DISCLOSURE PROVISION.

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

27. MANDATORY ANTI-ISRAEL BOYCOTT PROVISION.

Professional affirms and verifies by signature it does not boycott Israel and will not boycott Israel in accordance with Chapter 2270 of the Texas Government Code.

28. NON-EXCLUSIVITY.

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

29. NO THIRD-PARTY BENEFICIARIES.

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

30. BASIC SAFEGUARDING OF CONTRACTOR INFORMATION SYSTEMS.

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

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

31. SURVIVABILITY.

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

32. MINIMUM QUALIFICATIONS.

In accordance with Section 121.022 of the Texas Health and Safety Code, Professional hereby warrants to City that Professional is (1) a competent physician with a reputable professional standing who is legally qualified to practice medicine in Texas, and (2) a resident of Texas. If at any time during the term of this Agreement Professional no longer meets both the qualifications listed above, this Agreement shall immediately terminate. If at any time during the term of this Agreement Professional receives notice or otherwise believes that Professional no longer meets both the qualifications listed above, Professional shall immediately notify the City that Professional no longer meets the minimum qualifications.

The remainder of this page is left intentionally blank


SIGNATURE PAGE

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

CITY OF BURLESON:

DR. JOHN K. GRISWELL M.D. PA

By: _____
Bryan Langley, City Manager



Dr. John K. Griswell, M.D.

Date: _____

Date: 3/25/2022

APPROVED AS TO FORM AND LEGALITY:

By: _____
E. Allen Taylor, Jr., City Attorney

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.

Dr. John Griswell
Alvarado, TX United States

Certificate Number:
2022-865111

Date Filed:
03/25/2022

Date Acknowledged:

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

Burleson Public Health Authority (City of Burleson)

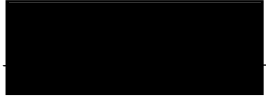
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

223480
Professional Services Agreement

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	City of Burleson	Burleson, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is John Griswell, M.D., and my date of birth is .

My address is 1729 CR 703A, Alvarado, TX, 76009, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Johnson County, State of Texas, on the 25th day of March, 20 22.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



City of Burleson

City Council

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

AGENDA INFORMATION SHEET

DEPARTMENT: Economic Development

DATE: 04/04/2022

SUBJECT

Consider approval of a minute order ratifying the actions of the Burleson 4B Community Service Development Corporation approving a resolution adopting the redevelopment and improvement of 135 West Ellison Street and the construction and operation of a restaurant (Heim Burleson, LLC) as a project under the Texas Development Corporation Act. *(Staff Contact: Alex Philips, Economic Development Director)*

Attachments

Department Memo
Presentation
Proposed Resolution
Chapter 380 Agreement

Respectfully submitted:

Drew Pennywell
Economic Development Project Manager
817-426-9638
dpennywell@burlesontx.com

DEPARTMENT MEMO

DEPARTMENT: Economic Development
FROM: Alex Philips, Economic Development Director
MEETING: April 4, 2022

SUBJECT:

Consider approval of a minute order ratifying the actions of the Burleson 4B Community Service Development Corporation approving a resolution adopting the redevelopment and improvement of 135 West Ellison Street and the construction of a restaurant (Heim Burleson, LLC) as a project under the Texas Development Corporation Act. *(Staff Contact: Alex Philips, Economic Development Director)*

SUMMARY:

The Burleson 4B Community Service Corporation (4B) is eligible to adopt projects to assist the development of sites for tourism and entertainment facilities, convention facilities, and public parks, and related store, restaurants, and concession facilities.

On January 19, 2021, the 4B approved a Chapter 380 and Economic Development Agreement with Heim Burleson, LLC, and on May 17, 2021, the 4B approved a Chapter 380 and Economic Development Agreement with Razzoo's, Inc. These agreements are for restaurant facilities directly adjacent to the Mayor Vera Calvin Plaza. The agreements require, among other things, outdoor patio seating and interactions with the Plaza events. On May 20, 2019, the 4B adopted the Plaza as a project under the Texas Development Corporation Act. The City believes that the restaurants under the agreements are part of the Plaza project adopted by 4B. Nevertheless, the City believes that adding each agreement as an independent project under that Act would be beneficial.

The 4B board must hold a public hearing and adopt the redevelopment and improvement of the Heim and Razzoo's restaurants as projects. Additionally, notice must be published, and the city must wait 60 days after publishing notice prior to spending funds.

OPTIONS:

- 1) Approve the minute order ratifying the actions of the Burleson 4B Community Service Development Corporation approving a resolution adopting the redevelopment and improvement of 135 West Ellison Street, and the construction of a restaurant (Heim Burleson, LLC) as a project under the Texas Development Corporation Act.
- 2) Deny the minute order ratifying the actions of the Burleson 4B Community Service Development Corporation approving a resolution adopting the redevelopment and improvement of 135 West Ellison Street, and the construction of a restaurant (Heim Burleson, LLC) as a project under the Texas Development Corporation Act.

RECOMMENDATION:

Approve the minute order ratifying the actions of the Burleson 4B Community Service Development Corporation approving a resolution adopting the redevelopment and improvement of 135 West Ellison Street, and the construction of a restaurant (Heim Burleson, LLC) as a project under the Texas Development Corporation Act.

FISCAL IMPACT:

Budgeted Y/N:

Fund Name:

Full Account #s:

Amount:

Project (if applicable):

Financial Considerations:

STAFF CONTACT:

Name: Alex Philips

Title: Economic Development Director

aphilips@burlesontx.com

4B Community Services Corp. Project Adoption



Project - Heim/Razzoo's

- The 4B Corp. is eligible to adopt projects to assist the development of sites that would promote or develop new or expanded business enterprises that create or retain primary jobs in the City of Burleson
 - The 4B Corp. may also assist through providing funding for the following, but not limited to:
 - Tourism and entertainment related facilities
 - Public Parks
- Related store, restaurant, concession, parking and transportation facilities



Project - Heim/Razzoo's

- On January 19, 2021 and May 17, 2021, the 4B approved a Chapter 380 agreement with Heim BBQ and Razzoo's to assist in the development of a restaurant, concession related and directly adjacent to the Mayor Vera Calvin Plaza (partially 4B funded)
- The City believes that these agreements are part of the Plaza project, adopted by 4B on May 19, 2019
- The City believes that adopting each agreements as an independent project would be beneficial



Requested Action

- Hold a public hearing
- Approve or Deny a resolution adopting the redevelopment and improvement of 135 West Ellison Street and the construction of a restaurant (Heim Burleson, LLC) and (Razzoo's Inc.) as a project under the Texas Development Corporation Act

*Staff recommends approval





Questions/Comments

RESOLUTION 4B040422HEIM

RESOLUTION BURLESON COMMUNITY SERVICES DEVELOPMENT CORPORATION

WHEREAS, the Burleson Community Service Development Corporation (the “4B Corporation”) is a non-profit corporation of the State of Texas created under the provisions of the Development Corporation Act, codified in Subtitle C-1 of Title 12 of the Texas Local Government Code, as amended, (the “Act”); and

WHEREAS, on May 1, 1993, the voters of the City of Burleson authorized the City of Burleson to adopt a one-half cent sales and use tax to pay for the costs of projects authorized by the Act and to pay for the principal and interest of bonds or other obligations issued to pay the costs of such designated projects; and

WHEREAS, the Burleson Community Service Development Corporation (“4B Corporation”) was established to oversee the expenditures of tax monies, and bylaws were established for the operation of the 4B Corporation; and

WHEREAS, the 4B Corporation has analyzed potential projects that will meet the enabling legislation’s purposes; and

WHEREAS, on May 20, 2019, the 4B Corporation adopted the Plaza (as hereafter defined) as a “Project” as defined by the Act; and

WHEREAS, the City of Burleson constructed and established an entertainment, tourist, public park, and open space center with the construction of a public space known as the Mayor Vera Calvin Plaza (the “Plaza”); and

WHEREAS, Heim Burleson, LLC, proposes to operate a restaurant at 135 West Ellison St adjacent to the Plaza with an outdoor patio that is coordinated with Plaza events (the “Restaurant”); and

WHEREAS, on January 19, 2021, the 4B Corporation determined that providing funding from 4B Corporation sales tax revenue, to assist the construction and operation of the Restaurant with a patio adjacent to the Plaza with a minimum capital investment of \$1,200,000.00 by making grant payments of sales tax actually and lawfully received by the City of Burleson from the Restaurant in an amount not to exceed \$350,000.00 and by making an incentive payment for the construction of open air rooftop patio in an amount not to exceed the 4B Corporation \$100,000.00, as provided in the “Chapter 380 and Economic Development Agreement between the City of Burleson, the Burleson Community Service Development Corporation, and Heim Burleson, LLC” (“Agreement”), attached hereto and incorporated by reference, as generally authorized under Texas Local Government Code, Chapters 501 and 505, specifically including Section 505.152, was and is authorized pursuant to the Plaza project adopted by the 4B Corporation on May 20, 2019; and

WHEREAS, the 4B Corporation finds that constructing and operating the Restaurant with funding through 4B Corporation sales tax revenue would also qualify as a project related to recreational or community facilities independent of the Plaza project; and

WHEREAS, the 4B Corporation finds that the redevelopment of 135 West Ellison St and operation of the Restaurant provided for in the Agreement would be required or suitable for use for projects under the community services entertainment, tourist, and public park purposes, including restaurant and concession related and directly adjacent to the Plaza that enhance the Plaza and any of the items described in Section 505.152 of the Act, and is as generally authorized under Texas Local Government Code, Chapters 501 and 505, specifically including Section 505.152; and is an authorized project of the 4B Corporation being submitted for City Council approval (the “Heim’s Project”); and

WHEREAS, the 4B Corporation desires to adopt the Heim’s Project and any expenditures consistent with the purposes and duties as a Type B corporation as generally authorized under Texas Local Government Code as an authorized project of the 4B Corporation; and

WHEREAS, the 4B Corporation desires to approve a publication of notice to the public of this Heim Project; and

WHEREAS, on April 4, 2022, the 4B Corporation held a public hearing to receive public input for such Heim Project.

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

Section 1

The 4B Corporation hereby adopts the Heim Project as an authorized project under the Development Corporation Act, codified in Subtitle C-1 of Title 12 of the Texas Local Government Code, as amended.

Section 2

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 3

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 4

The 4B Corporation hereby approves the notice attached as Exhibit “A” and directs the Secretary to publish the notification as required by law.

Section 5

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 6

The 4B Corporation hereby requests that the City Council of the City of Burleson ratify this resolution and actions of the 4B Corporation. Accordingly, this resolution shall take effect immediately after such ratification.

DULY RESOLVED by the Burleson Community Service Development Corporation on the _____ day of April, 2022.

President
Burleson Community Service Development Corporation

ATTEST:

Amanda Campos, Secretary
Burleson Community Service Development Corporation

Exhibit “A”

Public Notice

The Burleson Community Service Development Corporation held a public hearing on April 4, 2022 and voted to adopt as a “Project” as defined by the Development Corporation Act, codified in Subtitle C-1 of Title 12 of the Texas Local Government Code, the construction and operation of a restaurant with a patio adjacent to the Mayor Vera Calvin Plaza with a minimum capital investment of \$1,200,000.00 by making grant payments of sales tax actually and lawfully received from the restaurant in an amount not to exceed the Burleson Community Service Development Corporation \$350,000.00 and by making an incentive payment for the construction of open air rooftop patio in an amount not to exceed the 4B Corporation \$100,000.00, as provided in the “Chapter 380 and Economic Development Agreement between the City of Burleson, the Burleson Community Service Development Corporation, and Heim Burleson, LLC”.

This notice shall constitute publication of a project as required by Texas Local Government Code Section 505.160.

Persons having interest or questions in this matter should contact, Amanda Campos, Secretary of Burleson Community Service Development Corporation, at 817-426-9660 or acampos@burlesontx.com.

**CHAPTER 380 AND ECONOMIC DEVELOPMENT AND PERFORMANCE
AGREEMENT BETWEEN THE CITY OF BURLESON, THE BURLESON COMMUNITY
SERVICE DEVELOPMENT CORPORATION, AND HEIM BURLESON, LLC**

This Chapter 380 Economic Development and Performance Agreement (the "Agreement") is entered into as of 1/19/21 (the "Effective Date") by and between the City of Burleson, a Texas municipal corporation located in the Counties of Johnson and Tarrant, State of Texas ("City"), by and through its City Manager, the Burleson Community Service Development Corporation ("BCSDC") acting by and through its Board President, and Heim Burleson, LLC, ("Heim") a Texas limited liability corporation, by and through its authorized managers.

WITNESSETH:

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

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

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

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

WHEREAS, the City has established an entertainment, tourist, public park, and open space center with the construction of a public space known as the Mayor Vera Calvin Plaza (the "Plaza"); and

WHEREAS, the City desires to encourage and incentivize high quality development around the Plaza with Old Town Burleson architecture (as defined in the City's Zoning Ordinance) and ties to existing walkability comprised of retail, restaurants and some commercial; and

WHEREAS, BTX Old Town, LLC, a Texas limited liability corporation ("BTX"), pursuant to a Chapter 380 and Economic Development and Performance Agreement for Public and Private Improvements in Tax Increment Financing Reinvestment Zone Number Two with the City, the Burleson 4A Economic Development Corporation, and the Tax Increment Financing Reinvestment Zone Number Two, is developing mixed-use

facilities on certain parcels near the Plaza in the Original Town of Burleson subdivision addressed as 135 West Ellison Street, 140 West Bufford Street and 114 West Ellison Street; and

WHEREAS, Heim is under contract with BTX to purchase certain land and to-be-constructed improvements on one of the lots or tracts located at 135 West Ellison Street, Burleson, Texas, as depicted on **Exhibit "A"** (the "Property"), and the Property is located in the City of Burleson, Johnson County, Texas; and

WHEREAS, Heim proposes to operate a restaurant on the Property; and

WHEREAS, the City has found the Development will contribute to an increase in economic development in the City; and

WHEREAS, the BCSDC has determined and found that the incentives contemplated in this Agreement constitute a "Project" as defined by the Development Corporation Act, codified in Subtitle C-1 of Title 12 of the Texas Local Government Code, in Section 505.152, in that the expenditures are for a restaurant and concession related and directly adjacent to the Plaza that enhance the Plaza; and

WHEREAS, the Property is not owned or leased by any member of the Burleson City Council or any member of the City Planning and Zoning Commission; and

WHEREAS, the Burleson City Council finds and determines that BTX's performance of its obligations herein will revitalize Old Town Burleson and promote local economic development and stimulate business and commercial activity in the City.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1. **AUTHORIZATION**

The Burleson City Council finds and determines that this Agreement is authorized by Chapter 380 of the Texas Local Government Code and Chapters 501 and 505 of the Texas Local Government Code.

ARTICLE 2. **DEFINITIONS**

- 2.01 The terms "Agreement," "BCSDC," "BTX" "City," "Effective Date," "Heim," "Plaza," "Program," and "Property," shall have the meanings provided, above.
- 2.02 "Available Sales Taxes" means the amount of Sales Tax actually and lawfully received by the City from the Texas Comptroller of Public Accounts attributable to

gross taxable sales at the Restaurant during each calendar year or portion thereof during the Term of this Agreement.

- 2.03 "Capital Investment" means and shall include all costs incurred relating to the improvement of the Property, including the purchase price of the building and actual construction costs of all buildings, structures, infrastructure, utilities, landscaping and other onsite improvements, including all labor and materials.
- 2.04 "City Sales Tax" means the tax authorized and levied pursuant to Section 321.101 of the Texas Tax Code and payable into the general fund, currently established at one percent (1%). City Sales Taxes shall not include sales and/or use taxes levied and collected exclusively for special purposes (such as a Type A or B Corporation) created and operating under the Development Corporation Act, codified in subtitle C1 of Title 12, Texas Local Government Code, transit districts. If the City, at its discretion ever elects to, or the voters choose to, reallocate the City Sales Tax and to levy less than a one percent (1%) sales tax, then "City Sales Taxes" shall mean the amount of sales taxes actually received by the City of Burleson arising from the actual City Sales Tax levied on gross taxable sales. Should the voters or the City set the City Sales Tax rate at more than one percent (1%), the City Sales Tax will not exceed one percent (1%).
- 2.05 "Concept Plan" means the plan depicted on **Exhibit "B"**.
- 2.06 "Development" means the construction of the Restaurant and related landscaping and onsite infrastructure on the Property.
- 2.07 "Grant Payment(s)" means the periodic payments of a percentage of Available Sales Taxes as provided herein.
- 2.08 "Grant Payment Cap" has the meaning set forth in Section 5.02 of this Agreement.
- 2.09 "Incentives" mean the combined contributions, monetary or otherwise, of the City and the BCSDC towards completion of the Development, as required by this Agreement.
- 2.10 "Opening Date" means that date on which Heim opens the Restaurant.
- 2.11 "Property" means located at 135 West Ellison, Burleson, Texas.
- 2.12 "Restaurant" means a Heim Barbeque sit down and take out restaurant comprised of approximately 5,000 square feet located on the Property operated in a manner substantially similar to the Heim Barbeque located at 1109 W. Magnolia Avenue, Fort Worth, Texas.
- 2.13 "Sales Tax" shall mean the combination of the City Sales Tax and Type B Sales Tax, the combination of which is currently established at one and one-half percent (1.5%).

- 2.14 "Type B Sales Tax" means the tax authorized, adopted, levied and/or collected by or on behalf of the City pursuant to Section 321.101(b) of the Texas Tax Code, as amended and/or replaced, currently established at one-half of one percent (0.5%), for use by the Burleson Community Service Development Corporation, a Type B economic development corporation, operating pursuant to Chapter 505 of the Texas Local Government Code, as amended and/or replaced. If the City, at its discretion ever elects to, or the voters choose to, reallocate the Type B Sales Tax and to levy less than a one-half of one percent (0.5%) sales tax, then "Type B Sales Taxes" shall mean the amount of sales taxes actually received by the City of Burleson arising from the actual Type B Sales Tax levied on gross taxable sales. Should the voters or the City set the Type B Sales Tax rate at more than one-half of one percent (0.5%), the Type B Sales Tax will not exceed one-half of one percent (0.5%).

ARTICLE 3. **TERM**

The term of this Agreement shall commence on the Effective Date and will terminate ten years following the date Heim receives a Certificate of Occupancy on the Property.

ARTICLE 4. **COVENANTS OF HEIM**

- 4.01 Covenants Regarding Heim Development and Operations. In consideration of City agreeing to pay Heim the Grant Payments in accordance with the terms, provisions and conditions of this Agreement, Heim agrees to the following, which are not obligations of Heim, but are duties that must be fulfilled in order to receive Grant Payments and Incentives:
- (A) To the extent allowed under the agreement with BTX for the construction of the Development, design and construct the Development in conformance with the criteria and development standards set forth in the ordinances of the City of Burleson and applicable state and federal laws, subject to the approval of the Burleson Old Town Design Standards Board.
 - (B) To the extent allowed under the agreement with BTX for the construction of the Development, design and construct the Development in substantial conformance with the Concept Plan.
 - (C) Operate the Development in conformance with the criteria and development standards set forth in the ordinances of the City of Burleson and applicable state and federal laws.
 - (D) Complete the closing on the Property by December 31, 2022.

- (E) Commence construction of the Development no later than January 1, 2022, complete construction of the Development no later than December 31, 2022, with an approximate Capital Investment of no less than ONE MILLION TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,200,000.00), with the Opening Date for the Restaurant no later than January 1, 2023, subject to Article 12 of this Agreement.
- (F) After the Opening Date, Heim shall operate the Restaurant for the term of this Agreement subject to (i) Force Majeure, (ii) casualty and condemnation, and (iii) temporary closings for repair, renovations and/or alterations not to exceed ninety (90) days.
- (G) Heim shall remain current and paid on all property taxes, subject to appeal rights in accordance with law and subject to a right to cure any delinquency.
- (H) Heim shall routinely and regularly use the rooftop portion of the Development as part of the Restaurant.
- (I) After the Opening Date, Heim shall work in good faith with the City to reasonably schedule, plan, coordinate, and hold coordinated events that will occur simultaneously in the Plaza and the Heim rooftop.

ARTICLE 5.

PROGRAM GRANT

- 5.01 Subject to Heim complying with his duties and obligations under this Agreement, the City agrees that, subject to the terms and conditions contained herein, Heim shall be entitled to receive Grant Payments and benefits according to the schedule set forth in this Article.
- 5.02 The maximum Grant Payments cumulatively available to Heim over the term of this Agreement shall not exceed Three Hundred and Fifty Thousand Dollars (\$350,000).
- 5.03 The City shall make Grant Payments to Heim in annual installments equal to one hundred percent (100%) of Available Sales Taxes received by the City for the prior calendar year of the restaurant's operation.
- 5.04 The Grants Payments shall cease upon the earlier of:
 - (A) The date upon which the Grant Payment is paid for the final twelve (12) month period ending ten years following the date Heim receives a Certificate of Occupancy on the Property; or
 - (B) The date upon which the Grant Payment Cap has been reached.
- 5.05 For each calendar year in which a grant payment is requested, Heim agrees to provide a release to the City that will allow the Texas Comptroller of Public

Accounts (the "Comptroller") to release information to the City that documents the amount of Available Sales Taxes collected by the Comptroller for the City from the Restaurant (the "Sales Tax Disclosure"). The City and Heim shall rely on the Sales Tax Disclosure as accurate and definitive for purposes of this Agreement. City shall not be required to pay Heim the Grant Payments under this Article until such time that Heim provides the required release and the Comptroller provides the Sales Tax Disclosure.

- 5.06 Following receipt of the Sales Tax Disclosure and the receipt of Available Sales Taxes by City, City shall pay Heim the annual installment of Grant Payments due hereunder, subject to the terms and provisions of this Agreement, within 60 days. Both parties acknowledge that as of the Effective Date of this Agreement, the Sales Tax Disclosure and disbursement of Available Sales Taxes for the prior calendar year to City by Comptroller is expected to occur no sooner than March 1 of each calendar year.

ARTICLE 6. **INCENTIVES**

- 6.01 Subject to Heim complying with its duties and obligations under this Agreement, the City agrees to the following Incentives: The City shall reimburse to Heim an amount not to exceed One Hundred Thousand Dollars (\$100,000.00) for expenses related to the open air rooftop patio/bar overlooking the Plaza, upon Heim receiving the Certificate of Occupancy for the establishment and providing proof of costs reasonably satisfactory to the City.
- 6.02 The BCSDC authorizes the expenditure of up to One Hundred Thousand Dollars (\$100,000.00) for the Incentives. The BCSDC authorize the City Manager to allocate such funds as permitted by law, and as necessary to meet the City obligations set forth in this Agreement.

ARTICLE 7. **REGULATIONS REGARDING BUILDING PRODUCTS, MATERIALS, OR METHODS**

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

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

ARTICLE 8. AUTHORITY; COMPLIANCE WITH LAW

- 8.01 HEIM hereby represents and warrants to the City that it has full lawful right, power and authority to execute and deliver and perform the terms and obligations of this Agreement and that the execution and delivery of this Agreement has been duly authorized by all necessary action by Heim and this Agreement constitutes the legal, valid and binding obligation of Heim, and is enforceable in accordance with its terms and provisions.
- 8.02 Notwithstanding any other provision of this Agreement, Heim shall comply with all federal, state, and local laws.
- 8.03 During the term of this Agreement, Heim agrees not to knowingly employ any undocumented workers at the Development, and if convicted of a violation under 8 U.S.C. Section 1324a(f), Heim shall repay the amount of the incentives received by Heim as of the date of such violation within 120 business days after the date Heim is notified by the City of such violation, plus interest at the rate Burleson is paying on the most recent issuance of bonded indebtedness prior to Heim's violation of this Article.

ARTICLE 9. DEFAULT AND REMEDIES

9.01 Default by Heim.

- (A) In the event: (i) Heim fails to fulfill its obligations under Article 4 of this Agreement; (ii) Heim has delinquent ad valorem or sales taxes owed to the City provided that Heim retains the right to timely and properly protest and/or contest any such taxes; or (iii) Heim materially breaches any of the material terms and conditions of this Agreement, then Heim after the expiration of the notice and cure periods described herein, shall be in default

of this Agreement. In the event of such a default, City shall give Heim written notice of such breach and/or default, and if Heim has not cured such breach or default within 90 days after receipt of such notice, the City may terminate this Agreement by written notice to Heim, and the City shall have no further obligation to Heim.

(B) In the event Heim fails to comply with Section 4.01 and closes or ceases operation prior to the end of the Term of this Agreement, Heim shall not be entitled to any additional payments from City.

9.02 No waiver or any breach of any term or condition of this Agreement shall be construed to waive any subsequent breach of the same or any other term or condition of this Agreement. Any waiver of any term or condition of this Agreement must be in writing and approved by the City Council of Burleson.

9.03 If the Property is converted to a use other than the Restaurant within four (4) years from the date of Heim receiving the Certificate of Occupancy for the Restaurant, Heim shall reimburse the City an amount equal to the total amount of the Incentive paid pursuant Section 6.01 less \$25,000.00 for every full year Heim remained on the Property in accordance this Agreement.

ARTICLE 10. **RIGHT OF OFFSET**

Heim agrees that, subject to the provision of Notice by City and 90-day period following receipt of Notice in which Heim may respond or act, City may offset the amount of any compensation due to Heim for any calendar year under this Agreement against any amount which is: (i) lawfully due to City from Heim, and (ii) not subject to challenge by Heim in a court of competent jurisdiction by Heim.

ARTICLE 11. **VENUE AND GOVERNING LAW**

This Agreement is performable in Johnson County, Texas and venue of any action arising out of this Agreement shall be exclusively in Johnson County, Texas. This Agreement shall be governed and construed in accordance with the Charter, ordinances, and resolutions of the City of Burleson, applicable federal and state laws, violation of which shall constitute a default of this Agreement. To the extent permitted by law, the laws of the State of Texas shall apply without regard to applicable principles of conflicts of law, and the parties submit to the jurisdiction of the state and federal courts in Burleson, Johnson County, Texas.

ARTICLE 12. **FORCE MAJEURE**

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

ARTICLE 13.

GIFT TO PUBLIC SERVANT OR TO HEIM REPRESENTATIVE

- 13.01 No Benefit. Each party hereto represents to the other that it has not offered, conferred, or agreed to confer and that it will not offer, confer or agree to confer in the future any benefit upon an employee or official of the other party. For purposes of this section, "benefit" means anything reasonably regarded as economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include a contribution or expenditure made and reported in accordance with law.
- 13.02 Right of Reimbursement. Notwithstanding any other legal remedies, City may obtain reimbursement for any expenditure made to Heim as a result of the improper offer, agreement to confer, or conferring of a benefit to a City employee or official.

ARTICLE 14.

ASSIGNMENT

Heim may not assign any part of this Agreement without consent or approval by the City Council.

ARTICLE 15.

INDEMNIFICATION

- 15.01 **HEIM EXPRESSLY AGREES TO FULLY AND COMPLETELY DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, AND ITS OFFICERS, AND EMPLOYEES, AGAINST ANY AND ALL CLAIMS, LAWSUITS, LIABILITIES, JUDGMENTS, COSTS, AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM, DAMAGES OR LIABILITY FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY ANY NEGLIGENT, GROSSLY NEGLIGENT, WRONGFUL, OR STRICTLY LIABLE ACT OR OMISSION OF HEIM OR ITS AGENTS, EMPLOYEES, OR CONTRACTORS, ARISING OUT IN THE**

PERFORMANCE OF THIS CONTRACT. Nothing in this paragraph may be construed as waiving any governmental immunity available to the City under state law. This provision is solely for the benefit of Heim and the City and is not intended to create or grant any rights, contractual or otherwise, in or to any other person.

- 15.02 It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties. The City (including its past, present and future officers, elected officials, directors, employees and agents of the City) does not assume any responsibility to any third party in connection with Heim's construction of the Development.

ARTICLE 16.

MISCELLANEOUS MATTERS

- 16.01 Time is of Essence. Time is of the essence in this Agreement. The parties hereto will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.
- 16.02 Agreement Subject to Law. This Agreement is made subject in accordance with the Burleson Home Rule Charter and ordinances of City, as amended, and all applicable State and federal laws.
- 16.03 Interpretation. Each of the parties have been represented by counsel of their choosing in the negotiation and preparation of this Agreement. In the event of any dispute regarding the interpretation of this Agreement, this Agreement will be interpreted fairly and reasonably and neither more strongly for nor against any party based on draftsmanship.
- 16.04 Counterparts Deemed Original. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
- 16.05 Captions. The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
- 16.06 Complete Agreement. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in the Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached and made a part of this Agreement.
- 16.07 No Waiver. Nothing contained in this Agreement shall be construed as the granting of any permit or permission required by any City ordinance or regulation, or the waiver of any requirement of any City ordinance or regulation.

16.08 Notice. Any notice to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be (i) delivered personally, with a receipt requested therefore; or (ii) sent by a nationally recognized overnight courier service; or (iii) delivered by United States certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the respective party at its address set forth below, and shall be effective (a) upon receipt or refusal if delivered personally; (b) one business day after depositing, with such an overnight courier service or (c) two business days after deposit in the United States mails, if mailed. Any party hereto may change its address for receipt of notices by service of a notice of such change in accordance with this subsection.

Heim: Burleson Heim, LLC

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

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

BCSDC: Burleson Community Services Development Corp.
Attn: Board President
141 West Renfro
Burleson, Texas 76028

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

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

16.10 Severability. In the event any section, subsection, paragraph, subparagraph, sentence, phrase, or word herein is held invalid, illegal, or unenforceable, the balance of this Agreement shall stand, shall be enforceable, and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, subparagraph, sentence, phrase, or word. In the event there shall be

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

[Signature pages to follow]

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

CITY OF BURLESON

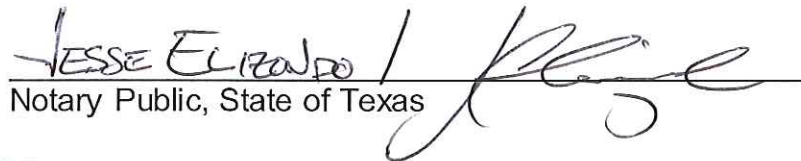
By: 
Bryan Langley, City Manager

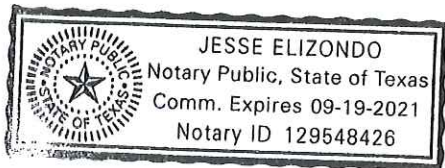
Date: 1/19/21

STATE OF TEXAS
COUNTY OF JOHNSON

This instrument was acknowledged before me on 1/19, 2021 by Bryan Langley, known personally by me to be the City Manager of the City of Burleson, on behalf of said City.

[Notary Seal]


Notary Public, State of Texas



BURLESON COMMUNITY SERVICES
ECONOMIC DEVELOPMENT CORPORATION

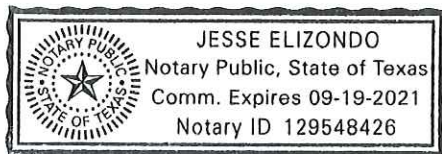
By: Katherine Reading
Name: Katherine Reading
Title: Board President
Date: 1/19/21

STATE OF TEXAS
COUNTY OF Johnson/Tarrant

This instrument was acknowledged before me on 1/19, 2021 by Katherine Reading, known personally by me to be the Board President of the Burleson Community Services Development Corporation, on behalf of said entity.

[Notary Seal]

Jesse Elizondo
Notary Public, State of Texas



HEIM BURLESON, LLC,
a Texas limited liability company

By: *[Signature]*

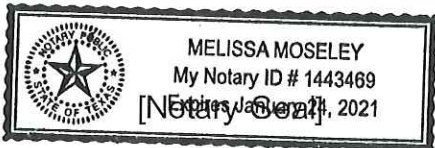
Name: DAVID SHIPMAN

Title: Authorized Agent

Date: 1/21/21

STATE OF TEXAS
COUNTY OF Johnson

This instrument was acknowledged before me on January 21, 2021 by David Shipman, known personally by me to be the Authorized Agent of Heim Burleson, LLC, on behalf of said entity.



Melissa Moseley
Notary Public, State of Texas



City of Burleson

City Council

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

AGENDA INFORMATION SHEET

DEPARTMENT: Economic Development

DATE: 04/04/2022

SUBJECT

Consider approval of a minute order ratifying the actions of the Burleson 4B Community Service Development Corporation approving a resolution adopting the redevelopment and improvement of 135 West Ellison Street and the construction and operation of a restaurant (Razzoo's, Inc.) as a project under the Texas Development Corporation Act. *(Staff Contact: Alex Philips, Economic Development Director)*

Attachments

Department Memo
Presentation
4B Resolution
Chapter 380 Agreement

Respectfully submitted:

Drew Pennywell
Economic Development Project Manager
817-426-9638
dpennywell@burlesontx.com

DEPARTMENT MEMO

DEPARTMENT: Economic Development
FROM: Alex Philips, Economic Development Director
MEETING: April 4, 2022

SUBJECT:

Consider approval of a minute order ratifying the actions of the Burleson 4B Community Service Development Corporation approving a resolution adopting the redevelopment and improvement of 135 West Ellison Street and the construction of a restaurant (Razzoo's Inc.) as a project under the Texas Development Corporation Act. *(Staff Contact: Alex Philips, Economic Development Director)*

SUMMARY:

The Burleson 4B Community Service Corporation (4B) is eligible to adopt projects to assist the development of sites for tourism and entertainment facilities, convention facilities, and public parks, and related store, restaurants, and concession facilities.

On January 19, 2021, the 4B approved a Chapter 380 and Economic Development Agreement with Heim Burleson, LLC, and on May 17, 2021, the 4B approved a Chapter 380 and Economic Development Agreement with Razzoo's, Inc. These agreements are for restaurant facilities directly adjacent to the Mayor Vera Calvin Plaza. The agreements require, among other things, outdoor patio seating and interactions with the Plaza events. On May 20, 2019, the 4B adopted the Plaza as a project under the Texas Development Corporation Act. The City believes that the restaurants under the agreements are part of the Plaza project adopted by 4B. Nevertheless, the City believes that adding each agreement as an independent project under that Act would be beneficial.

The 4B board must hold a public hearing and adopt the redevelopment and improvement of the Heim and Razzoo's restaurants as projects. Additionally, notice must be published, and the city must wait 60 days after publishing notice prior to spending funds.

OPTIONS:

- 1) Approve the minute order ratifying the actions of the Burleson 4B Community Service Development Corporation approving a resolution adopting the redevelopment and improvement of 135 West Ellison Street, and the construction of a restaurant (Razzoo's Inc.) as a project under the Texas Development Corporation Act.
- 2) Deny the minute order ratifying the actions of the Burleson 4B Community Service Development Corporation approving a resolution adopting the redevelopment and improvement of 135 West Ellison Street, and the construction of a restaurant (Razzoo's Inc.) as a project under the Texas Development Corporation Act.

RECOMMENDATION:

Approve the minute order ratifying the actions of the Burleson 4B Community Service Development Corporation approving a resolution adopting the redevelopment and improvement of 135 West Ellison Street, and the construction of a restaurant (Razzoo's Inc.) as a project under the Texas Development Corporation Act.

FISCAL IMPACT:

Budgeted Y/N:

Fund Name:

Full Account #s:

Amount:

Project (if applicable):

Financial Considerations:

STAFF CONTACT:

Name: Alex Philips

Title: Economic Development Director

aphilips@burlesontx.com

4B Community Services Corp. Project Adoption



Project - Heim/Razzoo's

- The 4B Corp. is eligible to adopt projects to assist the development of sites that would promote or develop new or expanded business enterprises that create or retain primary jobs in the City of Burleson
 - The 4B Corp. may also assist through providing funding for the following, but not limited to:
 - Tourism and entertainment related facilities
 - Public Parks
- Related store, restaurant, concession, parking and transportation facilities



Project - Heim/Razzoo's

- On January 19, 2021 and May 17, 2021, the 4B approved a Chapter 380 agreement with Heim BBQ and Razzoo's to assist in the development of a restaurant, concession related and directly adjacent to the Mayor Vera Calvin Plaza (partially 4B funded)
- The City believes that these agreements are part of the Plaza project, adopted by 4B on May 19, 2019
- The City believes that adopting each agreements as an independent project would be beneficial



Requested Action

- Hold a public hearing
- Approve or Deny a resolution adopting the redevelopment and improvement of 135 West Ellison Street and the construction of a restaurant (Heim Burleson, LLC) and (Razzoo's Inc.) as a project under the Texas Development Corporation Act

*Staff recommends approval





Questions/Comments

RESOLUTION 4B040422RAZZOOS

RESOLUTION BURLESON COMMUNITY SERVICES DEVELOPMENT CORPORATION

WHEREAS, the Burleson Community Service Development Corporation (the “4B Corporation”) is a non-profit corporation of the State of Texas created under the provisions of the Development Corporation Act, codified in Subtitle C-1 of Title 12 of the Texas Local Government Code, as amended, (the “Act”); and

WHEREAS, on May 1, 1993, the voters of the City of Burleson authorized the City of Burleson to adopt a one-half cent sales and use tax to pay for the costs of projects authorized by the Act and to pay for the principal and interest of bonds or other obligations issued to pay the costs of such designated projects; and

WHEREAS, the Burleson Community Service Development Corporation (“4B Corporation”) was established to oversee the expenditures of tax monies, and bylaws were established for the operation of the 4B Corporation; and

WHEREAS, the 4B Corporation has analyzed potential projects that will meet the enabling legislation’s purposes; and

WHEREAS, on May 20, 2019, the 4B Corporation adopted the Plaza (as hereafter defined) as a “Project” as defined by the Act; and

WHEREAS, the City of Burleson constructed and established an entertainment, tourist, public park, and open space center with the construction of a public space known as the Mayor Vera Calvin Plaza (the “Plaza”); and

WHEREAS, Razzoo’s, Inc. proposes to operate a restaurant at 135 West Ellison St adjacent to the Plaza with an outdoor patio that is coordinated with Plaza events (the “Restaurant”); and

WHEREAS, on May 17, 2021, the 4B Corporation determined that providing funding from 4B Corporation sales tax revenue, to assist the construction and operation of the Restaurant with a patio adjacent to the Plaza with a minimum capital investment of \$750,000.00 by making grant payments of sales tax actually and lawfully received by the City of Burleson from the Restaurant in an amount not to exceed \$500,000.00, as provided in the “Chapter 380 and Economic Development Agreement between the City of Burleson, the Burleson Community Service Development Corporation, and Razzoo’s, Inc.” (“Agreement”), attached hereto and incorporated by reference, as generally authorized under Texas Local Government Code, Chapters 501 and 505, specifically including Section 505.152, was and is authorized pursuant to the Plaza project adopted by the 4B Corporation on May 20, 2019; and

WHEREAS, the 4B Corporation finds that constructing and operating the Restaurant with funding through 4B Corporation sales tax revenue would also qualify as a project related to recreational or community facilities independent of the Plaza project; and

WHEREAS, the 4B Corporation finds that the redevelopment of 135 West Ellison St and operation of the Restaurant provided for in the Agreement would be required or suitable for use for projects under the community services entertainment, tourist, and public park purposes, including restaurant and concession related and directly adjacent to the Plaza that enhance the Plaza and any of the items described in Section 505.152 of the Act, and is as generally authorized under Texas Local Government Code, Chapters 501 and 505, specifically including Section 505.152; and is an authorized project of the 4B Corporation being submitted for City Council approval (the “Razzoo’s Project”); and

WHEREAS, the 4B Corporation desires to adopt the Razzoo’s Project and any expenditures consistent with the purposes and duties as a Type B corporation as generally authorized under Texas Local Government Code as an authorized project of the 4B Corporation; and

WHEREAS, the 4B Corporation desires to approve a publication of notice to the public of this Razzoo’s Project; and

WHEREAS, on April 4, 2022, the 4B Corporation held a public hearing to receive public input for such Razzoo’s Project.

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

Section 1

The 4B Corporation hereby adopts the Razzoo’s Project as an authorized project under the Development Corporation Act, codified in Subtitle C-1 of Title 12 of the Texas Local Government Code, as amended.

Section 2

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 3

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 4

The 4B Corporation hereby approves the notice attached as Exhibit “A” and directs the Secretary to publish the notification as required by law.

Section 5

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 6

The 4B Corporation hereby requests that the City Council of the City of Burleson ratify this resolution and actions of the 4B Corporation. Accordingly, this resolution shall take effect immediately after such ratification.

DULY RESOLVED by the Burleson Community Service Development Corporation on the _____ day of April, 2022.

President
Burleson Community Service Development Corporation

ATTEST:

Amanda Campos, Secretary
Burleson Community Service Development Corporation

Exhibit “A”

Public Notice

The Burleson Community Service Development Corporation held a public hearing on April 4, 2022 and voted to adopt as a “Project” as defined by the Development Corporation Act, codified in Subtitle C-1 of Title 12 of the Texas Local Government Code, the construction and operation of a restaurant with a patio adjacent to the Mayor Vera Calvin Plaza with a minimum capital investment of \$750,000.00 by making grant payments of sales tax actually and lawfully received from the restaurant in an amount not to exceed \$500,000.00, as provided in the “Chapter 380 and Economic Development Agreement between the City of Burleson, the Burleson Community Service Development Corporation, and Razzoo’s, Inc.”

This notice shall constitute publication of a project as required by Texas Local Government Code Section 505.160.

Persons having interest or questions in this matter should contact, Amanda Campos, Secretary of Burleson Community Service Development Corporation, at 817-426-9660 or acampos@burlesontx.com.

**CHAPTER 380 AND ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE
CITY OF BURLESON, THE BURLESON COMMUNITY SERVICE DEVELOPMENT
CORPORATION, AND RAZZOO'S, INC.**

This Chapter 380 Economic Development and Performance Agreement (the "Agreement") is entered into as of 5-17-21 (the "Effective Date") by and between the City of Burleson, a Texas municipal corporation located in the Counties of Johnson and Tarrant, State of Texas ("City"), by and through its City Manager, the Burleson Community Service Development Corporation ("BCSDC") acting by and through its Board President, and RAZZOO'S, Inc., ("RAZZOO'S") a Texas corporation, by and through its authorized managers.

WITNESSETH:

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

WHEREAS, RAZZOO'S desires to participate in the Program by entering into this Agreement; and

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

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

WHEREAS, the City has established an entertainment, tourist, public park, and open space center with the construction of a public space known as the Mayor Vera Calvin Plaza (the "Plaza"); and

WHEREAS, the City desires to encourage and incentivize high quality development around the Plaza with Old Town Burleson architecture (as defined in the City's Zoning Ordinance) and ties to existing walkability comprised of retail, restaurants and some commercial; and

WHEREAS, BTX Old Town, LLC, a Texas limited liability corporation ("BTX"), pursuant to a Chapter 380 and Economic Development and Performance Agreement for Public and Private Improvements in Tax Increment Financing Reinvestment Zone Number Two with the City, the Burleson 4A Economic Development Corporation, and the Tax Increment Financing Reinvestment Zone Number Two, is developing mixed-use

facilities on certain parcels near the Plaza in the Original Town of Burleson subdivision addressed as 135 West Ellison Street, 140 West Bufford Street and 114 West Ellison Street; and

WHEREAS, RAZZOO'S is under contract with BTX to lease certain land and to-be-constructed improvements on one of the lots or tracts located at 135 West Ellison Street, Burleson, Texas, as depicted on **Exhibit "A"** (the "Property"), and the Property is located in the City of Burleson, Johnson County, Texas; and

WHEREAS, RAZZOO'S proposes to operate a restaurant on the Property; and

WHEREAS, the City has found the Development and operation of the Restaurant will contribute to an increase in economic development in the City; and

WHEREAS, the BCSDC has determined and found that the incentives and grant of sales tax proceeds contemplated in this Agreement constitute a "Project" as defined by the Development Corporation Act, codified in Subtitle C-1 of Title 12 of the Texas Local Government Code, in Section 505.152, in that the expenditures are for a restaurant and concession related and directly adjacent to the Plaza that enhance the Plaza; and

WHEREAS, the Property is not owned or leased by any member of the Burleson City Council or any member of the City Planning and Zoning Commission; and

WHEREAS, the Burleson City Council finds and determines that RAZZOO's performance of its obligations herein will revitalize Old Town Burleson and promote local economic development and stimulate business and commercial activity in the City.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1. **AUTHORIZATION**

The Burleson City Council finds and determines that this Agreement is authorized by Chapter 380 of the Texas Local Government Code and Chapters 501 and 505 of the Texas Local Government Code.

ARTICLE 2. **DEFINITIONS**

- 2.01 The terms "Agreement," "BCSDC," "BTX," "City," "Effective Date," "Plaza," "Program," "Property," and "RAZZOO'S" shall have the meanings provided, above.
- 2.02 "Available Sales Taxes" means the amount of Sales Tax actually and lawfully received by the City from the Texas Comptroller of Public Accounts attributable to

gross taxable sales at the Restaurant during each calendar year or portion thereof during the Term of this Agreement.

- 2.03 "Capital Investment" means and shall include all tenant finish-out costs incurred relating to the improvement of the Property, including actual construction costs of structures, landscaping, and other onsite improvements, including all labor and materials, but shall not include the purchase price of the building and actual construction costs of all buildings, utilities, and infrastructure.
- 2.04 "City Sales Tax" means the tax authorized and levied pursuant to Section 321.101 of the Texas Tax Code and payable into the general fund, currently established at one percent (1%). City Sales Taxes shall not include sales and/or use taxes levied and collected exclusively for special purposes (such as a Type A or B Corporation) created and operating under the Development Corporation Act, codified in subtitle C1 of Title 12, Texas Local Government Code, transit districts. If the City, at its discretion ever elects to, or the voters choose to, reallocate the City Sales Tax and to levy less than a one percent (1%) sales tax, then "City Sales Taxes" shall mean the amount of sales taxes actually received by the City of Burleson arising from the actual City Sales Tax levied on gross taxable sales. Should the voters or the City set the City Sales Tax rate at more than one percent (1%), the City Sales Tax will not exceed one percent (1%).
- 2.05 "Concept Plan" means the plan depicted on **Exhibit "B"**.
- 2.06 "Development" means the construction of the Restaurant and related landscaping and onsite infrastructure on the Property.
- 2.07 "Grant Payment(s)" means the periodic payments of a percentage of Available Sales Taxes as provided herein.
- 2.08 "Grant Payment Cap" has the meaning set forth in Section 5.02 of this Agreement.
- 2.09 "Incentives" mean the combined contributions, monetary or otherwise, of the City and the BCSDC towards completion of the Development, as required by this Agreement.
- 2.10 "Opening Date" means that date on which RAZZOO'S opens the Restaurant.
- 2.11 "Property" means located at 135 West Ellison, Burleson, Texas.
- 2.12 "Restaurant" means a RAZZOO'S sit down and take out restaurant comprised of approximately 6,000 square feet, which includes outdoor patio, located on the Property operated in a manner substantially similar to the RAZZOO'S Cajun Cafe located at 1414 Market Place Blvd, Irving, TX 75063.
- 2.13 "Sales Tax" shall mean the combination of the City Sales Tax and Type B Sales Tax, the combination of which is currently established at one and one-half percent (1.5%).

- 2.14 "Type B Sales Tax" means the tax authorized, adopted, levied and/or collected by or on behalf of the City pursuant to Section 321.101(b) of the Texas Tax Code, as amended and/or replaced, currently established at one-half of one percent (0.5%), for use by the Burleson Community Service Development Corporation, a Type B economic development corporation, operating pursuant to Chapter 505 of the Texas Local Government Code, as amended and/or replaced. If the City, at its discretion ever elects to, or the voters choose to, reallocate the Type B Sales Tax and to levy less than a one-half of one percent (0.5%) sales tax, then "Type B Sales Taxes" shall mean the amount of sales taxes actually received by the City of Burleson arising from the actual Type B Sales Tax levied on gross taxable sales. Should the voters or the City set the Type B Sales Tax rate at more than one-half of one percent (0.5%), the Type B Sales Tax will not exceed one-half of one percent (0.5%).

ARTICLE 3.

TERM

The term of this Agreement shall commence on the Effective Date and will terminate ten (10) years following the date RAZZOO'S receives a Certificate of Occupancy on the Property.

ARTICLE 4.

COVENANTS OF RAZZOO'S

- 4.01 Covenants Regarding RAZZOO'S Development and Operations. In consideration of City agreeing to pay RAZZOO'S the Grant Payments in accordance with the terms, provisions and conditions of this Agreement, RAZZOO'S agrees to the following, which are not obligations of RAZZOO'S, but are duties that must be fulfilled in order to receive Grant Payments:
- (A) To the extent allowed under the agreement with BTX for the construction of the Development, design and construct the Development in conformance with the criteria and development standards set forth in the ordinances of the City of Burleson and applicable state and federal laws, subject to the approval of the Burleson Old Town Design Standards Board.
 - (B) To the extent allowed under the agreement with BTX for the construction of the Development, design and construct the Development in substantial conformance with the Concept Plan.
 - (C) Operate the Development and Restaurant in conformance with the criteria and development standards set forth in the ordinances of the City of Burleson and applicable state and federal laws.

- (D) Enter into a valid, written commercial lease agreement for operation of the Restaurant at the Property by February 28, 2023.
- (E) Make a Capital Investment of no less than SEVEN HUNDRED-FIFTY THOUSAND AND NO/100 DOLLARS (\$750,000) by March 31, 2023.
- (F) Opening Date for the Restaurant no later than March 31, 2023, subject to Article 12 of this Agreement.
- (G) After the Opening Date, RAZZOO'S shall operate the Restaurant for the term of this Agreement subject to (i) Force Majeure, (ii) casualty and condemnation, and (iii) temporary closings for repair, renovations and/or alterations not to exceed ninety (90) days.
- (H) RAZZOO'S shall remain current and paid on all property taxes, subject to appeal rights in accordance with law and subject to a right to cure any delinquency.
- (I) RAZZOO'S shall routinely and regularly use the patio portions of the Development as part of the Restaurant as depicted in the Concept Plan.
- (J) After the Opening Date, RAZZOO'S shall work in good faith with the City to reasonably schedule, plan and coordinate use of the patio portion of the Development with events that will occur in the Plaza.

4.02 Verification of Capital Investment. Within 30 days following the Opening Date, upon written request of the City, RAZZOO'S shall (or shall cause one of its Affiliate to) provide written verification to the City that the Capital Investment made by RAZZOO'S meets or exceeds the requirements set forth in this Agreement. The City may request, and RAZZOO'S hereby agrees that it will (and will cause its Affiliates to) permit reasonable review of information (at no cost, expense or liability to any RAZZOO'S or Affiliate) that permits the City to verify that the Capital Investment made by RAZZOO'S meets or exceeds the requirements of this Agreement, excluding (i) financial information of any BCS Entity or an Affiliate not related to the corresponding Improvements, and (ii) proprietary information.

ARTICLE 5.

PROGRAM GRANT

- 5.01 Subject to RAZZOO'S complying with his duties and obligations under this Agreement, the City agrees that, subject to the terms and conditions contained herein, RAZZOO'S shall be entitled to receive Grant Payments and benefits according to the schedule set forth in this Article.
- 5.02 The maximum Grant Payments cumulatively available to RAZZOO'S over the term of this Agreement shall not exceed Five Hundred Thousand Dollars (\$500,000).

- 5.03 The City shall make Grant Payments to RAZZOO'S in annual installments equal to one hundred percent (100%) of Available Sales Taxes received by the City for the prior calendar year of the restaurant's operation.
- 5.04 The Grants Payments shall cease upon the earlier of:
- (A) The date upon which the Grant Payment is paid for the final twelve (12) month period ending ten years following the date RAZZOO'S receives a Certificate of Occupancy on the Property; or
 - (B) The date upon which the Grant Payment Cap has been reached.
- 5.05 For each calendar year in which a grant payment is requested, RAZZOO'S agrees to provide a release to the City that will allow the Texas Comptroller of Public Accounts (the "Comptroller") to release information to the City that documents the amount of Available Sales Taxes collected by the Comptroller for the City from the Restaurant (the "Sales Tax Disclosure"). The City and RAZZOO'S shall rely on the Sales Tax Disclosure as accurate and definitive for purposes of this Agreement. City shall not be required to pay RAZZOO'S the Grant Payments under this Article until such time that RAZZOO'S provides the required release and the Comptroller provides the Sales Tax Disclosure.
- 5.06 Following receipt of the Sales Tax Disclosure and the receipt of Available Sales Taxes by City, City shall pay RAZZOO'S the annual installment of Grant Payments due hereunder, subject to the terms and provisions of this Agreement, within 60 days. Both parties acknowledge that as of the Effective Date of this Agreement, the Sales Tax Disclosure and disbursement of Available Sales Taxes for the prior calendar year to City by Comptroller is expected to occur no sooner than March 1 of each calendar year.

ARTICLE 6.

RIGHT-OF-WAY USE AGREEMENT

- 6.01 The parties shall work in good faith together to select, execute, and implement a right-of-way use agreement at a future date that will allow RAZZOO'S to utilize no more than three (3) parking spaces off of Wilson street for to-go orders from the Restaurant if the Restaurant is developed to have a to-go entrance that is separate and distinct from the main entrance to the Restaurant, subject to terms and conditions of use agreed to by the City. Nothing herein shall be construed as the City granting RAZZOO'S any right to use the right-of-way, but only as a duty for the parties to negotiate towards such purpose at a future date in good faith.

ARTICLE 7.

REGULATIONS REGARDING BUILDING PRODUCTS, MATERIALS, OR METHODS

The parties hereto find that the area described herein constitutes an area of architectural importance and significance and the City Council of the City of Burleson,

Texas, hereby designates it as an area of architectural importance and significance for purposes of Chapter 3000 of the Texas Government Code (the "Code"). In consideration for the mutual covenants and conditions contained herein and pursuant to Section 3000.002(d) of the Code, RAZZOO'S voluntarily consents to the application of all City rules, charter provisions, ordinances, orders, building codes, and other regulations existing as of the Effective Date hereof (the "Regulations") that govern the use or installation of a building product or material in the construction, renovation, maintenance, or other alteration of a residential or commercial building on the Property regardless of whether a different building product or material is approved for use by a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building. In addition, RAZZOO'S voluntarily consents to the application of the Regulations that establish a standard for a building product, material, or aesthetic method in construction, renovation, maintenance, or other alteration of a residential or commercial building, regardless of whether the standard is more stringent than a standard for the product, material, or aesthetic method under a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building. The parties agree that: 1) the City will not issue any permits for the Property in violation of this Article; 2) the covenants contained within this Article constitute a material term of this Agreement; 3) RAZZOO'S's voluntary consent to the application of the Regulations to the Property, as described in this Article, constitutes a material inducement for the City to authorize the Incentives described herein; 4) the covenants contained herein shall run with the land and shall bind RAZZOO'S and all successors and assigns; and 5) this Article shall survive termination or expiration of this Agreement.

ARTICLE 8.

AUTHORITY; COMPLIANCE WITH LAW

- 8.01 RAZZOO'S hereby represents and warrants to the City that it has full lawful right, power and authority to execute and deliver and perform the terms and obligations of this Agreement and that the execution and delivery of this Agreement has been duly authorized by all necessary action by RAZZOO'S and this Agreement constitutes the legal, valid and binding obligation of RAZZOO'S, and is enforceable in accordance with its terms and provisions.
- 8.02 Notwithstanding any other provision of this Agreement, RAZZOO'S shall comply with all federal, state, and local laws.
- 8.03 During the term of this Agreement, RAZZOO'S agrees not to knowingly employ any undocumented workers at the Development, and if convicted of a violation under 8 U.S.C. Section 1324a(f), RAZZOO'S shall repay the amount of the Incentives received by RAZZOO'S as of the date of such violation within 120 business days after the date RAZZOO'S is notified by the City of such violation, plus interest at the rate Burleson is paying on the most recent issuance of bonded indebtedness prior to RAZZOO'S's violation of this Article.

ARTICLE 9.
DEFAULT AND REMEDIES

9.01 Default by RAZZOO'S.

- (A) In the event: (i) RAZZOO'S fails to fulfill its obligations under Article 4 of this Agreement; (ii) RAZZOO'S has delinquent ad valorem or sales taxes owed to the City provided that RAZZOO'S retains the right to timely and properly protest and/or contest any such taxes; or (iii) RAZZOO'S materially breaches any of the material terms and conditions of this Agreement, then RAZZOO'S after the expiration of the notice and cure periods described herein, shall be in default of this Agreement. In the event of such a default, City shall give RAZZOO'S written notice of such breach and/or default, and if RAZZOO'S has not cured such breach or default within 90 days after receipt of such notice, the City may terminate this Agreement by written notice to RAZZOO'S, and the City shall have no further obligation to RAZZOO'S.
- (B) In the event RAZZOO'S fails to comply with Section 4.01 and closes or ceases operation prior to the end of the Term of this Agreement, RAZZOO'S shall not be entitled to any additional payments from City.

9.02 No waiver or any breach of any term or condition of this Agreement shall be construed to waive any subsequent breach of the same or any other term or condition of this Agreement. Any waiver of any term or condition of this Agreement must be in writing and approved by the City Council of Burleson.

ARTICLE 10.
RIGHT OF OFFSET

RAZZOO'S agrees that, subject to the provision of Notice by City and 90-day period following receipt of Notice in which RAZZOO'S may respond or act, City may offset the amount of any compensation due to RAZZOO'S for any calendar year under this Agreement against any amount which is: (i) lawfully due to City from RAZZOO'S, and (ii) not subject to challenge by RAZZOO'S in a court of competent jurisdiction by RAZZOO'S.

ARTICLE 11.
VENUE AND GOVERNING LAW

This Agreement is performable in Johnson County, Texas and venue of any action arising out of this Agreement shall be exclusively in Johnson County, Texas. This Agreement shall be governed and construed in accordance with the Charter, ordinances, and resolutions of the City of Burleson, applicable federal and state laws, violation of which shall constitute a default of this Agreement. To the extent permitted by law, the laws of the State of Texas shall apply without regard to applicable principles of conflicts

of law, and the parties submit to the jurisdiction of the state and federal courts in Burleson, Johnson County, Texas.

ARTICLE 12. **FORCE MAJEURE**

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

ARTICLE 13. **GIFT TO PUBLIC SERVANT OR TO RAZZOO'S REPRESENTATIVE**

- 13.01 No Benefit. Each party hereto represents to the other that it has not offered, conferred, or agreed to confer and that it will not offer, confer or agree to confer in the future any benefit upon an employee or official of the other party. For purposes of this section, "benefit" means anything reasonably regarded as economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include a contribution or expenditure made and reported in accordance with law.
- 13.02 Right of Reimbursement. Notwithstanding any other legal remedies, City may obtain reimbursement for any expenditure made to RAZZOO'S as a result of the improper offer, agreement to confer, or conferring of a benefit to a City employee or official.

ARTICLE 14. **ASSIGNMENT**

RAZZOO'S may not assign any part of this Agreement without consent or approval by the City Council.

ARTICLE 15. **INDEMNIFICATION**

- 15.01 RAZZOO'S EXPRESSLY AGREES TO FULLY AND COMPLETELY DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, AND ITS OFFICERS, AND EMPLOYEES, AGAINST ANY AND ALL CLAIMS, LAWSUITS, LIABILITIES, JUDGMENTS, COSTS, AND EXPENSES FOR PERSONAL INJURY

(INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM, DAMAGES OR LIABILITY FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY ANY NEGLIGENT, GROSSLY NEGLIGENT, WRONGFUL, OR STRICTLY LIABLE ACT OR OMISSION OF RAZZOO'S OR ITS AGENTS, EMPLOYEES, OR CONTRACTORS, ARISING OUT IN THE PERFORMANCE OF THIS CONTRACT. Nothing in this paragraph may be construed as waiving any governmental immunity available to the City under state law. This provision is solely for the benefit of RAZZOO'S and the City and is not intended to create or grant any rights, contractual or otherwise, in or to any other person.

- 15.02 It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties. The City (including its past, present and future officers, elected officials, directors, employees and agents of the City) does not assume any responsibility to any third party in connection with RAZZOO'S's construction of the Development.

ARTICLE 16. **MISCELLANEOUS MATTERS**

- 16.01 Time is of Essence. Time is of the essence in this Agreement. The parties hereto will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.
- 16.02 Agreement Subject to Law. This Agreement is made subject in accordance with the Burleson Home Rule Charter and ordinances of City, as amended, and all applicable State and federal laws.
- 16.03 Interpretation. Each of the parties have been represented by counsel of their choosing in the negotiation and preparation of this Agreement. In the event of any dispute regarding the interpretation of this Agreement, this Agreement will be interpreted fairly and reasonably and neither more strongly for nor against any party based on draftsmanship.
- 16.04 Counterparts Deemed Original. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
- 16.05 Captions. The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
- 16.06 Complete Agreement. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary

agreements between the parties and relating to matters in the Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached and made a part of this Agreement.

- 16.07 No Waiver. Nothing contained in this Agreement shall be construed as the granting of any permit or permission required by any City ordinance or regulation, or the waiver of any requirement of any City ordinance or regulation.
- 16.08 Notice. Any notice to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be (i) delivered personally, with a receipt requested therefore; or (ii) sent by a nationally recognized overnight courier service; or (iii) delivered by United States certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the respective party at its address set forth below, and shall be effective (a) upon receipt or refusal if delivered personally; (b) one business day after depositing, with such an overnight courier service or (c) two business days after deposit in the United States mails, if mailed. Any party hereto may change its address for receipt of notices by service of a notice of such change in accordance with this subsection.

RAZZOO'S: RAZZOO'S, Inc.
Philip Parsons
Chief Financial Officer
14131 Midway Rd, Suite 750
Addison, TX 75001

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

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

BCSDC: Burleson Community Services Development Corp.
Attn: Board President
141 West Renfro
Burleson, Texas 76028

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

Fort Worth, Texas 76107

- 16.09 Amendment. This Agreement may only be amended by the mutual written agreement of the parties.
- 16.10 Severability. In the event any section, subsection, paragraph, subparagraph, sentence, phrase, or word herein is held invalid, illegal, or unenforceable, the balance of this Agreement shall stand, shall be enforceable, and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, subparagraph, sentence, phrase, or word. In the event there shall be substituted for such deleted provision a provision as similar in terms and in effect to such deleted provision as may be valid, legal and enforceable.

[Signature pages to follow]

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

CITY OF BURLESON

By: [Signature]
Bryan Langley, City Manager

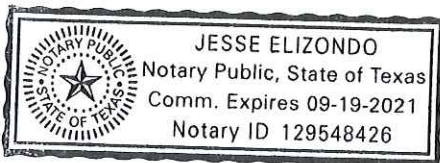
Date: 5/17/21

STATE OF TEXAS
COUNTY OF JOHNSON

This instrument was acknowledged before me on 5/17, 2021 by Bryan Langley, known personally by me to be the City Manager of the City of Burleson, on behalf of said City.

[Notary Seal]

[Signature]
Notary Public, State of Texas



BURLESON COMMUNITY SERVICES
ECONOMIC DEVELOPMENT CORPORATION

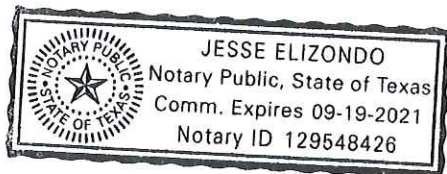
By: *Katherine Reading*
Name: Katherine Reading
Title: Board President
Date: 5/17/21

STATE OF TEXAS
COUNTY OF Johnson / Tarrant

This instrument was acknowledged before me on 5/17, 2021 by Katherine Reading, known personally by me to be the Board President of the Burleson Community Services Development Corporation, on behalf of said entity.

[Notary Seal]

Jesse Elizondo / JESSE ELIZONDO
Notary Public, State of Texas



RAZZOO'S, INC.,
a Texas limited liability company

By: Philip M. Parsons
Name: Philip Parsons
Title: CFO
Date: 5/21/2021

STATE OF TEXAS
COUNTY OF Dallas

This instrument was acknowledged before me on May 21, 2021 by Philip Parsons, known personally by me to be the CFO of RAZZOO'S, Inc., on behalf of said entity.

[Notary Seal]

Elizabeth Marie Hottle
Notary Public, State of Texas

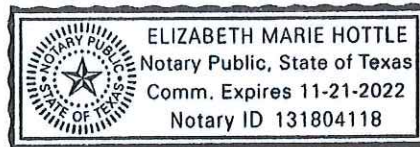
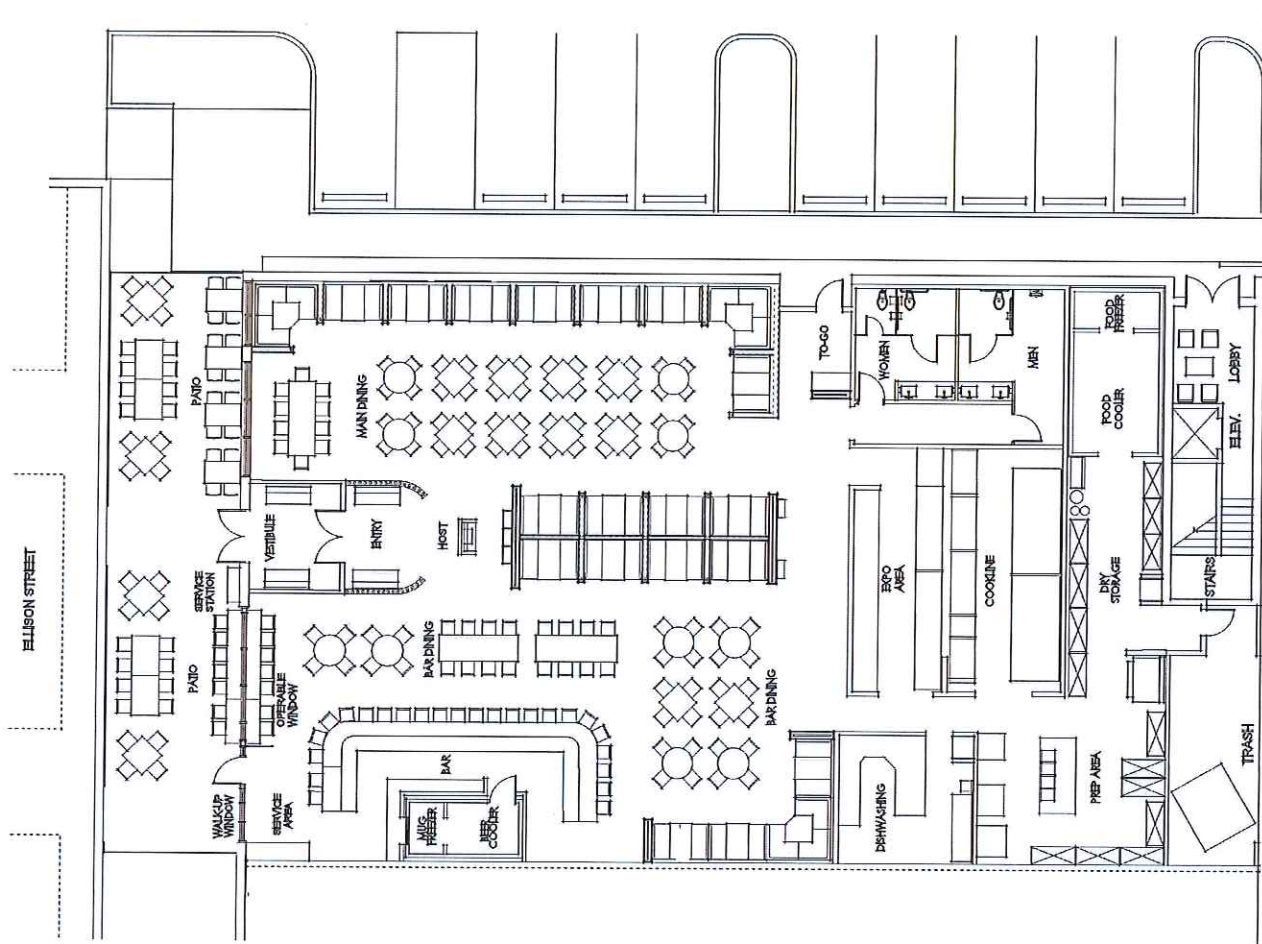


Exhibit "B"



INTERIOR - 6,673 SQ.FT
PATIO - 859 SQ.FT

INTERIOR DINING - 227 SEATS
PATIO - 55 SEATS
TOTAL SEATING: 282 SEATS

Test Fit



idstudio



City of Burleson

City Council

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

AGENDA INFORMATION SHEET

DEPARTMENT: Public Works
DIRECTOR: Eric Oscarson
DATE: 04/04/2022

SUBJECT

Consider approval of a resolution authorizing a real estate contract with Gene P. Escoe, as seller, to purchase fee simple title to a 2.927 acre tract of land, more or less, situated in Johnson County, Texas, commonly known as 11013 County Road 1020, for the purchase price of \$350,000 and other consideration as prescribed in the contract; authorizing the City Manager to execute all documents necessary to close on the contract; authorizing the expenditure of funds; incorporating the recitals; and providing an effective date. *(Staff Presenter: Eric Oscarson, Director of Public Works)*

Attachments

Department Memo
Staff Presentation
Resolution

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

DEPARTMENT MEMO

DEPARTMENT: Public Works

FROM: Eric Oscarson, Director of Public Works

MEETING: April 4, 2022

SUBJECT:

Consider approval of a resolution authorizing a real estate contract with Gene P. Escoe, as seller, to purchase fee simple title to a 2.927 acre tract of land, more or less, situated in Johnson County, Texas, commonly known as 11013 County Road 1020, for the purchase price of \$350,000 and other consideration as proscribed in the contract; authorizing the City Manager to execute all documents necessary to close on the contract; authorizing the expenditure of funds; and providing an effective date. (Staff Presenter: Eric Oscarson, Director of Public Works)

SUMMARY:

The continued growth of the city requires improvements to the mobility through the community. The Mobility Master Plan identifies multiple roadways that require expansion or realignment to best accommodate the future needs of the City. The extension of Alsbury Blvd is one of the roadways identified to be extended to CR 914 (Lakewood Dr) to improve connectivity to areas of new development.

The extension of Alsbury Blvd requires a realignment of the roadway to through the roundabout, over two small creeks, and reconnecting with CR 1020. The project requires right-of-way acquisition from multiple property owners to complete the construction of the roadway. The property at 11013 CR 1020 was identified as one of the properties requires to be purchased in order to complete the roadway. During initial design of the project, staff assessed the property and budgeted \$350,000 for the purchase of the property.

In mid-March, the property at 11013 CR 1020 was listed for sale by the owner for \$285,000. Staff reached out to the realtor and property owner and

discussed the property and possible city acquisition for the future expansion of Alsbury Blvd. Staff completed an analysis of similar properties in the area and determined that the budgeted amount of \$350,000 would be an appropriate price for acquisition. City staff worked with the realtor and property owner to work out the details of a final purchase contract.

Options:

1. Approve the resolution authorizing a real estate contract with Gene P. Escoe, as seller, to purchase fee simple title to a 2.927 acre tract of land, more or less, situated in Johnson County, Texas, commonly known as 11013 County Road 1020, for the purchase price of \$350,000 and other consideration as proscribed in the contract; authorizing the City Manager to execute all documents necessary to close on the contract; authorizing the expenditure of funds; and providing an effective date.
2. Deny the resolution authorizing a real estate contract with Gene P. Escoe, as seller, to purchase fee simple title to a 2.927 acre tract of land, more or less, situated in Johnson County, Texas, commonly known as 11013 County Road 1020, for the purchase price of \$350,000 and other consideration as proscribed in the contract; authorizing the City Manager to execute all documents necessary to close on the contract; authorizing the expenditure of funds; and providing an effective date.

RECOMMENDATION:

Staff recommends approval of a resolution authorizing a real estate contract with Gene P. Escoe, as seller, to purchase fee simple title to a 2.927 acre tract of land, more or less, situated in Johnson County, Texas, commonly known as 11013 County Road 1020, for the purchase price of \$350,000 and other consideration as proscribed in the contract; authorizing the City Manager to execute all documents necessary to close on the contract; authorizing the expenditure of funds; and providing an effective date.

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

On February 7, 2022, City Council approved a resolution to hold an election for issuance of GO Bonds for certain projects. Included in those projects was the extension of Alsbury Blvd from CR 920 to CR 1020.

FISCAL IMPACT:

Project 167364 – Alsbury – Hulen to CR1020 - 360-7364-439-70.02 -
\$350,000

STAFF CONTACT:

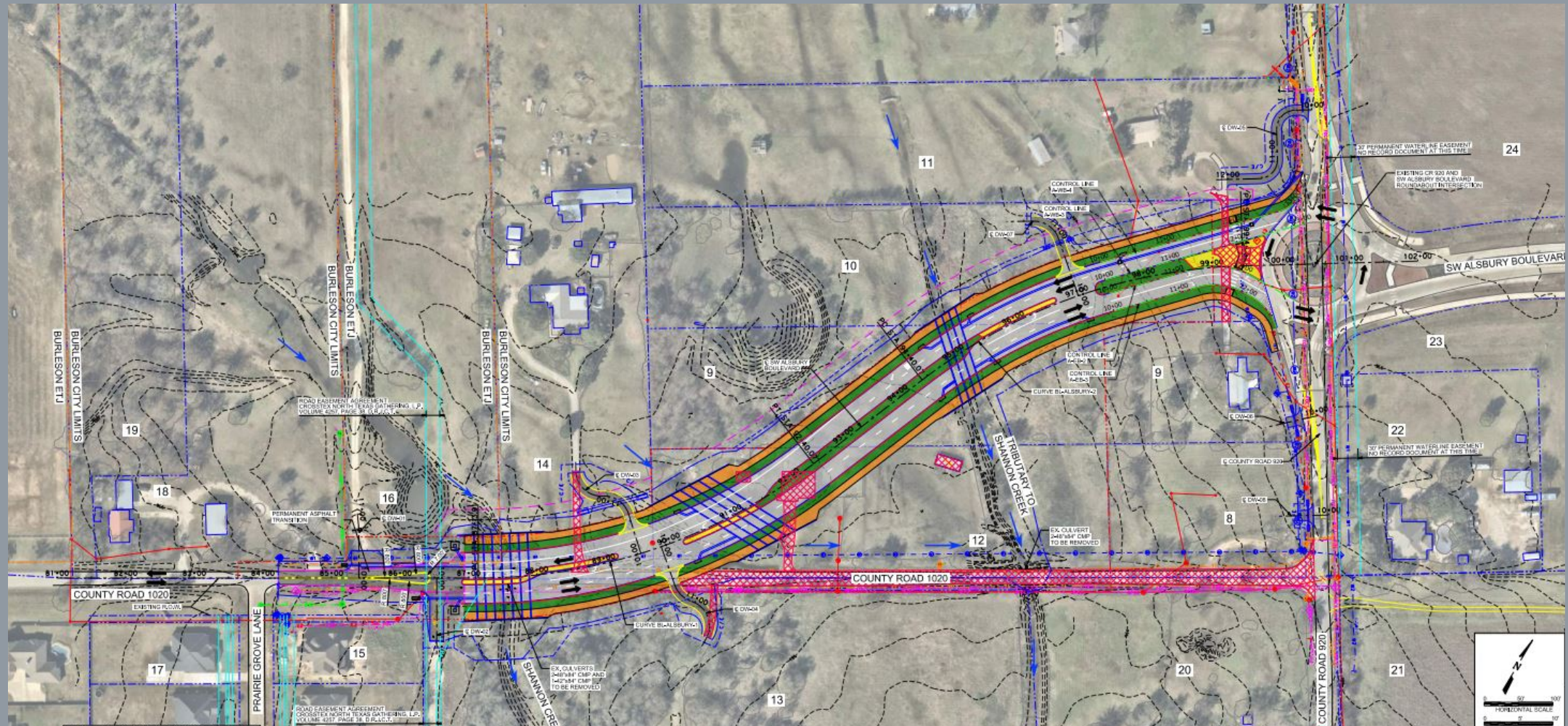
Name: Eric Oscarson
Department: Public Works
Email: eoscarson@burlesontx.com
Phone: 817-426-9837

ALSBURY EXTENSION PROPERTY ACQUISITION

PROPERTY FOR SALE



ALSBURY



BY THE NUMBERS

\$285,000 - List Price of 11013 CR 1020

\$95,000 - List Price per Acre for 11013 CR 1020

\$114,571 - Average Selling Price Per Acre with 3 Bed, 2 Bath

\$343,713 - Estimated Selling Price of 11013 CR 1020 Based on 3 Acre lot

\$350,000 - Estimated Cost to Purchase Property for Roadway

\$350,000 - Contract with resident to purchase

OPTIONS

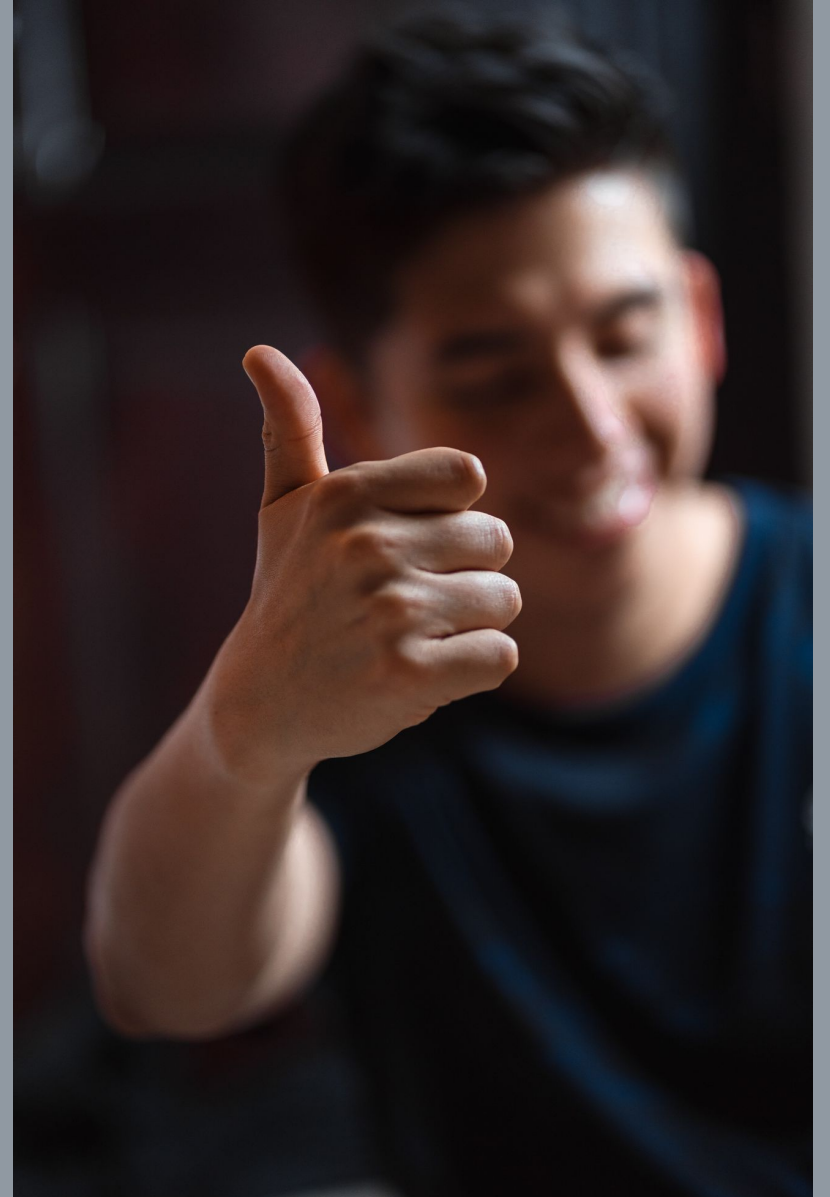
Approve a resolution authorizing a real estate contract with Gene P. Escoe, as seller, to purchase fee simple title to a 2.927 acre tract of land, more or less, situated in Johnson County, Texas, commonly known as 11013 County Road 1020, for the purchase price of \$350,000 and other consideration as proscribed in the contract; authorizing the City Manager to execute all documents necessary to close on the contract; authorizing the expenditure of funds; and providing an effective date.

Deny a authorizing a real estate contract with Gene P. Escoe, as seller, to purchase fee simple title to a 2.927 acre tract of land, more or less, situated in Johnson County, Texas, commonly known as 11013 County Road 1020, for the purchase price of \$350,000 and other consideration as proscribed in the contract; authorizing the City Manager to execute all documents necessary to close on the contract; authorizing the expenditure of funds; and providing an effective date.



RECOMMENDATION

Staff recommends approval of resolution authorizing a real estate contract with Gene P. Escoe, as seller, to purchase fee simple title to a 2.927 acre tract of land, more or less, situated in Johnson County, Texas, commonly known as 11013 County Road 1020, for the purchase price of \$350,000 and other consideration as proscribed in the contract; authorizing the City Manager to execute all documents necessary to close on the contract; authorizing the expenditure of funds; and providing an effective date.



QUESTIONS?



RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON APPROVING A REAL ESTATE CONTRACT BETWEEN THE CITY OF BURLESON, AS BUYER, AND GENE P. ESCOE, AS SELLER, TO PURCHASE FEE SIMPLE TITLE TO A 2.927 ACRE TRACT OF LAND, MORE OR LESS, SITUATED IN JOHNSON COUNTY, TEXAS, COMMONLY KNOWN AS 11013 COUNTY ROAD 1020, FOR THE PURCHASE PRICE OF \$350,000.00 AND OTHER CONSIDERATION, AS PRESCRIBED IN THE REAL ESTATE CONTRACT AS ATTACHED IN EXHIBIT "A" (THE "CONTRACT"); AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY TO CLOSE ON THE CONTRACT; AUTHORIZING THE EXPENDITURE OF FUNDS; INCORPORATING THE RECITALS; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City desires to approve and enter into the Contract; and

WHEREAS, the City desires to close the real estate transaction described in the Contract; and

WHEREAS, the City desires the City Manager execute all documents necessary to close the real estate transaction described in the Contract; and

WHEREAS, the City desires to expend funds pursuant to the Contract that are necessary to close the real estate transaction described therein.

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

Section 1.

The City Manager, Bryan Langley, is authorized: (a) to execute on behalf of the City (i) the Contract between the City and the Seller, substantially in the form attached as Exhibit "A", with the purchase price of \$350,000 and other consideration, and (ii) any other documents necessary for closing the transaction contemplated by the Contract; and (b) to make expenditures in accordance with the terms of the Contract and in closing the transaction contemplated by the Contract.

Section 2.

The foregoing recitals are adopted and incorporated herein for all purposes.

Section 3.

This resolution shall take effect immediately from and after its passage.

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

AGENDA INFORMATION SHEET

DEPARTMENT: Information Technology

ASSISTANT DIRECTOR Charley Hight

DATE: 04/04/2022

SUBJECT

Consider approval of a resolution authorizing payment of three years of subscription fees to SHI Government Solutions for the Microsoft Enterprise Agreement in the amount not to exceed \$293,000.
(Staff Presenter: Charley Hight, Deputy Director of Information Technology)

Attachments

Department Memo
Presentation
Proposed Resolution
MS EA Renewal
MS EA Quote
1295 Form

Respectfully submitted:

Charley Hight

817-426-9671

Deputy Director, IT

DEPARTMENT MEMO

DEPARTMENT: Information Technology

FROM: Charley Hight

MEETING: April 4, 2022

SUBJECT:

Consider approval of a resolution for payment of three years of subscription fees to SHI Government Solutions for our Microsoft Enterprise Agreement in the amount not to exceed \$293,000.

Contract Name: Microsoft Software VAR - Contract #: DIR-TSO-4092 (Staff Contact: Charley Hight, Deputy Director, IT)

SUMMARY:

The city purchases our Microsoft Enterprise Agreement for volume software licensing on a 3-year term from SHI Government Solutions who owns the state contract with Microsoft. This payment is for year one of the agreement. The annual software subscription fees include access to the software, extended software support, software updates and new software releases. The total price of the 3-year agreement has a 10% contingency built-in for fluctuation in price or any additional licensing purchases.

The software included in this agreement is as follows:

- Microsoft Windows
- Microsoft Office
- Microsoft Exchange (email)
- Microsoft Server
- Microsoft O365 (cloud based access)
- Microsoft SQL Server
- Microsoft Visio
- Microsoft Terminal Server

Pricing quoted through the State of Texas, Department of Information Resources contract DIR-TSO-4092.

OPTIONS:

- 1) Approve the resolution
- 2) Deny the resolution

RECOMMENDATION:

Consider approval of a resolution for payment of three years of subscription fees to SHI Government Solutions for our Microsoft Enterprise Agreement in the amount not to exceed \$293,000.

FISCAL IMPACT:

Budgeted Y/N: Y

Fund Name: Support Services

Full Account #: 504-1511-412.42-04

Amount: \$293,000

STAFF CONTACT:

Name: Charley Hight
Department: Information Technology
Email: chight@burlesontx.com
Phone: 817-426-9671



Microsoft Enterprise Agreement

City Council

April 4, 2022

Microsoft Enterprise Agreement

- 3-Year Agreement
- Annual Subscription Fees
 - Access to Software
 - Windows
 - Office
 - Exchange
 - Server
 - SQL
 - O365
- Extended Software Support
 - Licensing includes software support and updates through the life of the agreement

Microsoft Enterprise Agreement

- This is being purchased through a cooperative pricing agreement.
- SHI Government Solutions is a sole source provider for Microsoft Volume licensing for the State of Texas.
- The total price of the 3-year agreement has a 10% contingency built-in for fluctuation in price or any additional licensing purchases.

Microsoft Enterprise Agreement

- Annual Subscription Fees - \$89,048.27

Staff Recommendation:

- Consider approval of a resolution for payment of three years of subscription fees to SHI Government Solutions for our Microsoft Enterprise Agreement in the amount of \$293,000.

Questions / Comments

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, FOR PAYMENT OF THREE YEARS OF SUBSCRIPTION FEES TO SHI GOVERNMENT SOLUTIONS FOR OUR MICROSOFT ENTERPRISE AGREEMENT.

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

WHEREAS, the City Council desires to approve and accept the purchase of our Microsoft volume licensing on a 3-year agreement as part of the Microsoft Enterprise Agreement. This payment is for year one of the agreement.

WHEREAS, the city council approved CSO#1388-06-2020 on June 1, 2020, ratifying and approving a three year agreement with SHI Government for a three year Microsoft subscription;

WHEREAS, CSO#1388-06-2020 is set to expire June 2022 and will need to be approved by city council extending the subscription for another three years;

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

Section 1.

The City Council hereby approves and accepts the annual subscription fees to SHI Government Solutions for our Microsoft Enterprise Agreement in the amount not to exceed \$293,000.00.

Section 2.

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 4th day of April, 2022.

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO LEGAL FORM:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney

Enterprise Renewal Form

Enrollment Number
Reseller or Software Advisor
to complete

Credit Approval IT
Reseller, Software Advisor, or
Microsoft affiliate to complete

This form applies to the Enterprise, Enterprise Subscription, and Server and Cloud Enrollments. Please return this form along with Entity's order and Product Selection Form to the Microsoft Affiliate on the signature form. **This form must be attached to a signature form to be valid.**

For the purposes of this form, "Entity" means the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party that entered into the Enrollment identified above with Microsoft.

This form is not applicable to Direct Enrollments without a Purchase Agreement in countries where Purchase Agreements are available.

By submitting this form, Entity agrees to renew the Enrollment specified above ("Enrollment") and the associated Purchase Agreement (as applicable) for a 36 full calendar month renewal term. The effective date of the renewal term will be the day after the Expiration Date of the initial term. Notwithstanding anything to the contrary in the Enrollment, any reference to "anniversary date" refers to the anniversary of the effective date of the renewal term. All other terms and conditions of the Enrollment will apply to the renewal term.

For Enterprise Enrollments and Server and Cloud Enrollments: The final true-up order or update statement is due within 30 days prior to the Expiration Date of the initial term and prior to renewal. If the final true-up order or update statement has not been received by Microsoft, the renewal will not be accepted.

For U.S. and Canadian Enrollments: The tax status of the Enrollment can be changed prospectively if the Entity provides Microsoft with a valid tax exemption certificate. The tax exemption certificate must be submitted to Microsoft and approved by Microsoft prior to submission of this renewal form. If the renewal order is financed through Microsoft Financing, and Entity chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

☐ Check if the renewal order will be financed through Microsoft Financing.

Reseller/Software Advisor information:

Name of Reseller/Software Advisor

Printed Name

Printed Title

Date

Reseller/Software Advisor Signature





Pricing Proposal
Quotation #: 21787839
Created On: 3/24/2022
Valid Until: 4/30/2022

City of Burleson TX

Charley Hight

TX
United States
Phone: 817-447-5400
Fax:
Email:

Inside Account Executive

Steve Loreti

290 Davidson Avenue
Somerset, NJ 08873
Phone: 800-527-6389
Fax:
Email: steve_loreti@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	CCAL Bridge O365 FSA Sub Per User Microsoft - Part#: AAA-12416 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 2/1/2022 – 1/31/2023 Note: Year 1 of 3	300	\$16.58	\$4,974.00
2	CCAL Bridge O365 Sub Per User Microsoft - Part#: AAA-12414 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 2/1/2022 – 1/31/2023 Note: Year 1 of 3	113	\$19.50	\$2,203.50
3	IntunUSL ALNG SubsVL MVL PerUsr Microsoft - Part#: U5U-00016 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 2/1/2022 – 1/31/2023 Note: Year 1 of 3	35	\$60.45	\$2,115.75
4	O365GCCE1 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: U4S-00002 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 2/1/2022 – 1/31/2023 Note: Year 1 of 3	93	\$84.82	\$7,888.26
5	O365GCCE1FromSA ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: 7R6-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 2/1/2022 – 1/31/2023 Note: Year 1 of 3	300	\$71.18	\$21,354.00
6	O365GCCE3 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: AAA-11894	20	\$235.95	\$4,719.00

Contract Name: Microsoft Software VAR
Contract #: DIR-TSO-4092
Coverage Term: 2/1/2022 – 1/31/2023
Note: Year 1 of 3

7	O365GCCF3 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: 3KS-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 2/1/2022 – 1/31/2023 Note: Year 1 of 3	225	\$37.05	\$8,336.25
8	Power BI Premium USL GCC Sub Per User Microsoft - Part#: 6U1-00004 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 2/1/2022 – 1/31/2023 Note: Year 1 of 3	13	\$182.32	\$2,370.16
9	Project Plan3 GCC Shared All Lng Subs VL MVL Per User Microsoft - Part#: 7MS-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 2/1/2022 – 1/31/2023 Note: Year 1 of 3	5	\$273.97	\$1,369.85
10	PwrBIProGCC ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: DDJ-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 2/1/2022 – 1/31/2023 Note: Year 1 of 3	4	\$91.65	\$366.60
11	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 7NQ-00292 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 2/1/2022 – 1/31/2023 Note: Year 1 of 3	8	\$572.00	\$4,576.00
12	VisioPro ALNG SA MVL Microsoft - Part#: D87-01159 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 2/1/2022 – 1/31/2023 Note: Year 1 of 3	36	\$107.25	\$3,861.00
13	WINENTperDVC ALNG SA MVL Microsoft - Part#: KV3-00368 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 2/1/2022 – 1/31/2023 Note: Year 1 of 3	350	\$43.88	\$15,358.00
14	WinRmtDsktpSrvcsCAL ALNG SA MVL UsrCAL Microsoft - Part#: 6VC-01254 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 2/1/2022 – 1/31/2023 Note: Year 1 of 3	21	\$23.56	\$494.76
15	WinSvrDCCore ALNG SA MVL 2Lic CoreLic	60	\$123.50	\$7,410.00

Microsoft - Part#: 9EA-00278
Contract Name: Microsoft Software VAR
Contract #: DIR-TSO-4092
Coverage Term: 2/1/2022 – 1/31/2023
Note: Year 1 of 3

16	WinSvrSTDCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9EM-00270 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 2/1/2022 – 1/31/2023 Note: Year 1 of 3	80	\$19.50	\$1,560.00
17	CCAL Bridge O365 FSA Sub Per User Microsoft - Part#: AAA-12416 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 2/1/2023 – 1/31/2024 Note: Year 2 of 3	300	\$16.58	\$4,974.00
18	CCAL Bridge O365 Sub Per User Microsoft - Part#: AAA-12414 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 2/1/2023 – 1/31/2024 Note: Year 2 of 3	113	\$19.50	\$2,203.50
19	IntunUSL ALNG SubsVL MVL PerUsr Microsoft - Part#: U5U-00016 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 2/1/2023 – 1/31/2024 Note: Year 2 of 3	35	\$60.45	\$2,115.75
20	O365GCCE1 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: U4S-00002 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 2/1/2023 – 1/31/2024 Note: Year 2 of 3	93	\$84.82	\$7,888.26
21	O365GCCE1FromSA ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: 7R6-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 2/1/2023 – 1/31/2024 Note: Year 2 of 3	300	\$71.18	\$21,354.00
22	O365GCCE3 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: AAA-11894 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 2/1/2023 – 1/31/2024 Note: Year 2 of 3	20	\$235.95	\$4,719.00
23	O365GCCF3 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: 3KS-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 2/1/2023 – 1/31/2024 Note: Year 2 of 3	225	\$37.05	\$8,336.25

24	Power BI Premium USL GCC Sub Per User Microsoft - Part#: 6U1-00004 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 2/1/2023 – 1/31/2024 Note: Year 2 of 3	13	\$182.32	\$2,370.16
25	Project Plan3 GCC Shared All Lng Subs VL MVL Per User Microsoft - Part#: 7MS-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 2/1/2023 – 1/31/2024 Note: Year 2 of 3	5	\$273.97	\$1,369.85
26	PwrBIProGCC ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: DDJ-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 2/1/2023 – 1/31/2024 Note: Year 2 of 3	4	\$91.65	\$366.60
27	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 7NQ-00292 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 2/1/2023 – 1/31/2024 Note: Year 2 of 3	8	\$572.00	\$4,576.00
28	VisioPro ALNG SA MVL Microsoft - Part#: D87-01159 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 2/1/2023 – 1/31/2023 Note: Year 2 of 3	36	\$107.25	\$3,861.00
29	WINENTperDVC ALNG SA MVL Microsoft - Part#: KV3-00368 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 2/1/2023 – 1/31/2024 Note: Year 2 of 3	350	\$43.88	\$15,358.00
30	WinRmtDsktpSrvcsCAL ALNG SA MVL UsrCAL Microsoft - Part#: 6VC-01254 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 2/1/2023 – 1/31/2024 Note: Year 2 of 3	21	\$23.56	\$494.76
31	WinSvrDCCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9EA-00278 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 2/1/2023 – 1/31/2024 Note: Year 2 of 3	60	\$123.50	\$7,410.00
32	WinSvrSTDCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9EM-00270 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 2/1/2023 – 1/31/2024 Note: Year 2 of 3	80	\$19.50	\$1,560.00

33	CCAL Bridge O365 FSA Sub Per User Microsoft - Part#: AAA-12416 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 2/1/2024 – 1/31/2025 Note: Year 3 of 3	300	\$16.58	\$4,974.00
34	CCAL Bridge O365 Sub Per User Microsoft - Part#: AAA-12414 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 2/1/2024 – 1/31/2025 Note: Year 3 of 3	113	\$19.50	\$2,203.50
35	IntunUSL ALNG SubsVL MVL PerUsr Microsoft - Part#: U5U-00016 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 2/1/2024 – 1/31/2025 Note: Year 3 of 3	35	\$60.45	\$2,115.75
36	O365GCCE1 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: U4S-00002 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 2/1/2024 – 1/31/2025 Note: Year 3 of 3	93	\$84.82	\$7,888.26
37	O365GCCE1FromSA ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: 7R6-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 2/1/2024 – 1/31/2025 Note: Year 3 of 3	300	\$71.18	\$21,354.00
38	O365GCCE3 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: AAA-11894 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 2/1/2024 – 1/31/2025 Note: Year 3 of 3	20	\$235.95	\$4,719.00
39	O365GCCF3 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: 3KS-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 2/1/2024 – 1/31/2025 Note: Year 3 of 3	225	\$37.05	\$8,336.25
40	Power BI Premium USL GCC Sub Per User Microsoft - Part#: 6U1-00004 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 2/1/2024 – 1/31/2025 Note: Year 3 of 3	13	\$182.32	\$2,370.16
41	Project Plan3 GCC Shared All Lng Subs VL MVL Per User Microsoft - Part#: 7MS-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 2/1/2024 – 1/31/2025	5	\$273.97	\$1,369.85

Note: Year 3 of 3

42	PwrBIProGCC ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: DDJ-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 2/1/2024 – 1/31/2025 Note: Year 3 of 3	4	\$91.65	\$366.60
43	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 7NQ-00292 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 2/1/2024 – 1/31/2025 Note: Year 3 of 3	8	\$572.00	\$4,576.00
44	VisioPro ALNG SA MVL Microsoft - Part#: D87-01159 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 2/1/2024 – 1/31/2025 Note: Year 3 of 3	36	\$107.25	\$3,861.00
45	WINENTperDVC ALNG SA MVL Microsoft - Part#: KV3-00368 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 2/1/2024 – 1/31/2025 Note: Year 3 of 3	350	\$43.88	\$15,358.00
46	WinRmtDsktpSrvcsCAL ALNG SA MVL UsrCAL Microsoft - Part#: 6VC-01254 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 2/1/2024 – 1/31/2025 Note: Year 3 of 3	21	\$23.56	\$494.76
47	WinSvrDCCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9EA-00278 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 2/1/2024 – 1/31/2025 Note: Year 3 of 3	60	\$123.50	\$7,410.00
48	WinSvrSTDCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9EM-00270 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 2/1/2024 – 1/31/2025 Note: Year 3 of 3	80	\$19.50	\$1,560.00

Subtotal	\$266,871.39
Shipping	\$0.00
Total	\$266,871.39

Additional Comments

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI-GS! The pricing offered on this quote proposal is valid through the expiration date set

above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI Government Solutions, Inc. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3695478; DUNS# 14-724-3096

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

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.**

City of Burleson
Burleson, TX United States

Certificate Number:
2022-866108

Date Filed:
03/29/2022

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

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.

GS00506018
Microsoft Enterprise Agreement Renewal

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Hight, Charley	Burleson, TX United States		X

5 Check only if there is NO Interested Party.☐**6 UNSWORN DECLARATION**

My name is _____, and my date of birth is _____.

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

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)



City of Burleson

City Council

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

AGENDA INFORMATION SHEET

DEPARTMENT: City Secretary Office
CITY SECRETARY: Amanda Campos
DATE: 04/04/2022

SUBJECT

Remove from the table and Consider approval of a minute order for appointments to city boards and commissions for 2021-2024 terms and vacancies. (*Staff Presenter: Amanda Campos, City Secretary*)

Attachments

Department Memo
Presentation

Respectfully submitted:

Amanda Campos, TRMC
City Secretary
817-426-9965 | acampos@burlesontx.com

DEPARTMENT MEMO

DEPARTMENT: City Secretary's Office
FROM: Amanda Campos, City Secretary
MEETING: November 8, 2021

SUBJECT:

Consider approval of a minute order for appointments to city boards and commissions for 2021-2024 terms and vacancies. (Staff Contact: Amanda Campos, City Secretary).

SUMMARY:

The Appointments & Council Policies Council Committee met on October 18, 2021 to review the vacancies on various boards and commissions.

Committee members reviewed and discussed all the applications and made the following recommendations for appointments.

Advisory Committee on People with Disabilities

Place 2	Matthew Gee	Term 2021-2024	re-appointment
Place 3	Robert Warren,	Term 2021-2022	new appointment unexpired term
Place 4	Sharen Goens	Term 2021-2024	new appointment
Place 6	Jessica Reams	Term 2021-2024	new appointment

Planning & Zoning Commission

Place 5	Bill Janusch	Term 2021-2022	new appointment unexpired term
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OPTIONS:

Council may approve the minute order with the recommendations for appointments

Council may modify the minute order recommendations for appointments

Council may deny the minute order recommendations for appointments

RECOMMENDATION:

Approval

FISCAL IMPACT:

N/A

STAFF CONTACT:

Name: Amanda Campos, TRMC

Department: City Secretary's Office

Email: acampos@burlesontx.com

Phone: 817-429-9665



City of Burleson Boards & Commission

Previous action

- Appointments & Council Policies Committee met on October 18, 2021
 - Committee members: Victoria Johnson, Rick Green, and Jimmy Stanford
 - Reviewed appointments to Advisory Committee on People with Disabilities
 - 3 full term appointments : 2021-2024
 - 1 unexpired appointment: 2021-2022
 - Reviewed appointment to Planning & Zoning Commission
 - 1 unexpired appointment: 2021-2022
- Presented at November 8, 2021 regular council meeting
 - Council action to table the item for a future council meeting – no meeting date given at the meeting
 - Council Policy #17 states if no date given the item will automatically return after 180 days

Appointment recommendations from Committee

Advisory Committee on People with Disabilities

Place 2	Matthew Gee	Term 2021-2024	re-appointment
Place 3	Robert Warren	Term 2021-2022	new appointment unexpired term
Place 4	Sharen Goens	Term 2021-2024	new appointment
Place 5	Jessica Reams	Term 2021-2024	new appointment

Planning & Zoning Commission

Place 5	Bill Janusch	Term 2021-2022	new appointment unexpired term
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Council Action Requested

Remove from the table

Consider approval of a minute order to make the following appointments to boards and commissions for 2021-2024 terms.

Advisory Committee on People with Disabilities

Place 2	Matthew Gee	Term 2021-2024	re-appointment
Place 3	Robert Warren	Term 2021-2022	new appointment unexpired term
Place 4	Sharen Goens	Term 2021-2024	new appointment
Place 5	Jessica Reams	Term 2021-2024	new appointment

Planning & Zoning Commission

Place 5	Bill Janusch	Term 2021-2022	new appointment unexpired term
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City of Burleson

City Council

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

AGENDA INFORMATION SHEET

DEPARTMENT: Development Services

DATE: 04/04/2022

SUBJECT

Receive a report, hold a discussion, and provide staff direction regarding the Chisholm Summit development. *(Staff Presenter: Tony McIlwain, Director of Development Services)*

Attachments

Staff Memo
Presentation

Respectfully submitted:

Tony McIlwain
Director of Development Services
tmcilwain@burlesontx.com
817.246.9684



DEPARTMENT MEMO

DEPARTMENT:	Development Services
FROM:	Tony McIlwain
MEETING:	March 21, 2022

SUBJECT:

Chisholm Summit Master Planned Community Update

SUMMARY:

This presentation provides the City Council a status update of RA Development's Chisholm Summit project. The development site is approximately 915 acres and will feature residential homes, over 100 acres of dedicated parkland, including an equestrian center, a community park, pocket parks, trail parks, and over ten miles of an interconnected trail system that will weave through the development. The development will feature a variety of residential lot sizes. Townhomes, 40-to-80-foot-wide residential lots and estate lots will all be available. At build-out, the project is expected to accommodate approximately 3,066 residential units.

The homes will be located in the Joshua Independent School District, water will be provided through the Johnson County Special Utility District, sewer will be provided by the City of Burleson and electricity service will be provided by United Cooperative. Additionally, Chisholm Summit will feature 28 acres of commercial space, Hooper Business Park-a 106-acre professional office park/medical district, and Chisholm Square, a community "downtown" node that will be similar to the city's Old Town.

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

- May 3, 2021- Completion and presentation of the Tischler-Bise financial analysis
- May 17, 2021- Presentation related to the details of the development standards.
- June 7, 2021- City Council approved minute order ratifying 380 agreement chapter 380 and economic development and performance agreement with the City, RA Development Ltd, Burleson Development Inc, B&G South Metro LP, Rocky and Angela Bransom, Alta Burl LP, Janice Yvonne Jackson, and the Jackson Family Trust for Chisholm Summit.

NEXT STEPS:

During the course of this presentation, Mr. Justin Bond of RA Development and city staff will discuss next steps of the entitlement and development process with the City Council.

STAFF CONTACT:

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

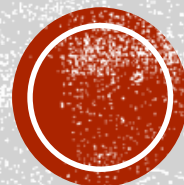


THE HEIGHT OF BURLESON LIVING



RADevelopmentLtd

APRIL 4, 2022

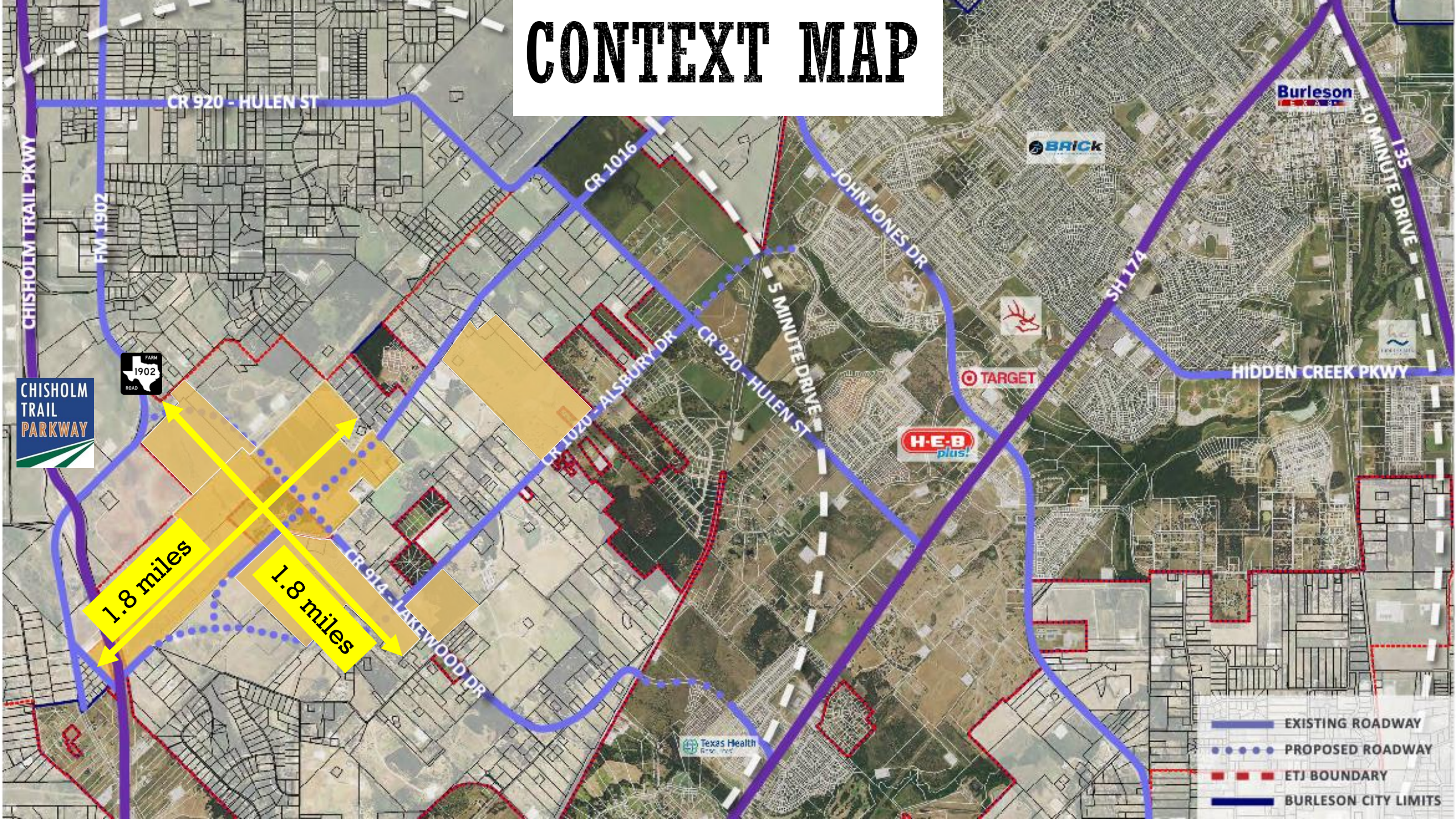


TODAY'S PURPOSE

- General update on the progress of the master-planned community
- Outline the first development area of 700 new homes
- Provide a timeline of upcoming events in 2022
- Receive feedback from City Council on the project



CONTEXT MAP

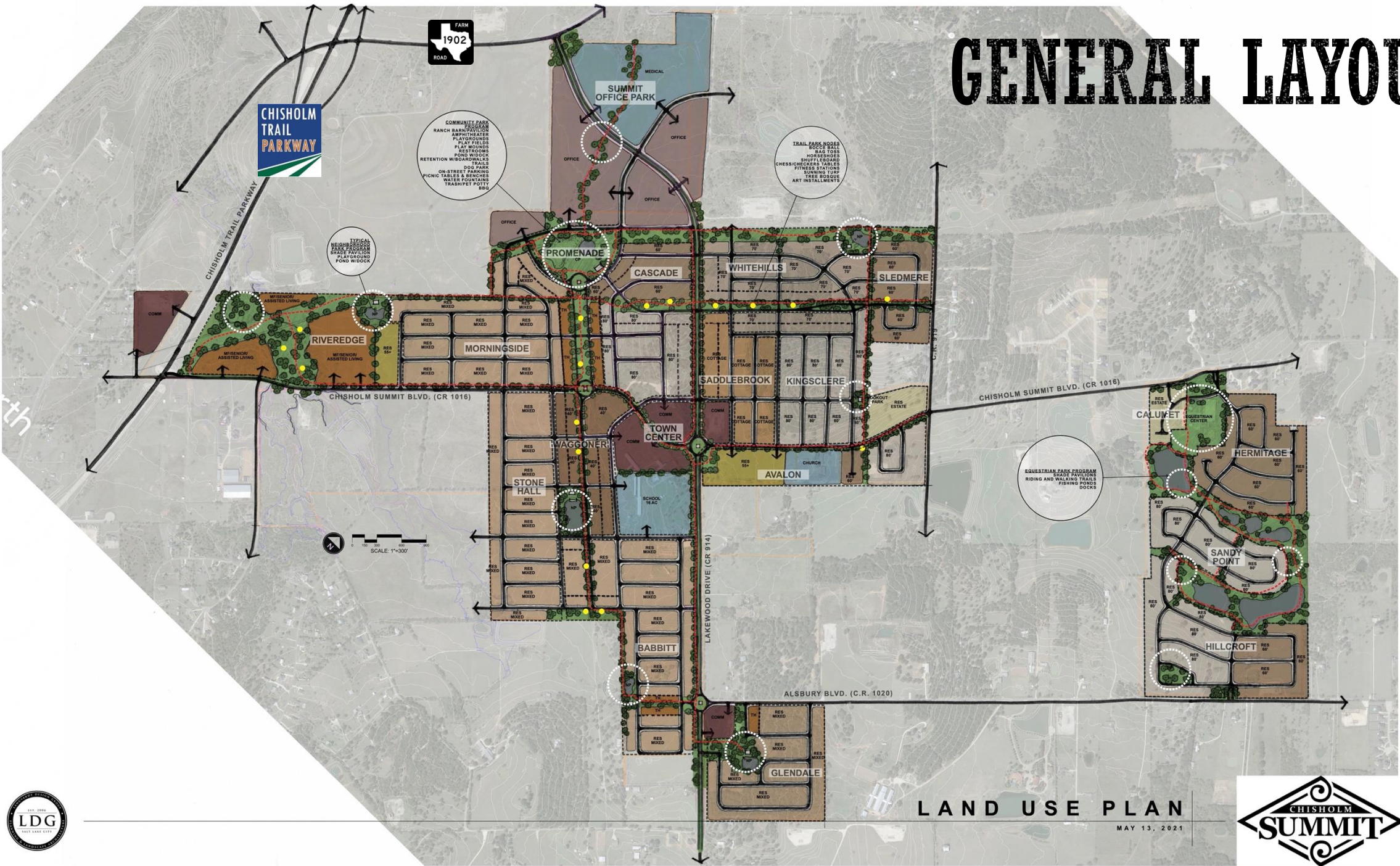


LAKEWOOD DRIVE



- Major arterial to connect the Chisholm Trail Parkway to Burleson
- Begins with FM 1902 (west) and built to CR 1020 (Alsbury) along CR 914
- Four-lane roadway with medians through Chisholm Summit and City's new business park
- Road alignment established and early grading currently underway
- Finalizing paving and utility construction plans to have all lanes open early 2023
- First development area will begin along Lakewood Drive

GENERAL LAYOUT



LAND USE PLAN

MAY 13, 2021



BY THE NUMBERS

- Nearly 1000 acres of Master-Planned Community
- 3500+ Residential Units projected in 15 years
- Over 10 miles interconnected Trail System
- 102 acres dedicated Park land
 - Community Park, Pocket Parks, Trail Parks
 - Equestrian Center
 - Passive & Natural Areas
- 28 acres – Commercial nodes
 - Neighborhood services at high-traffic corners
 - Central node - “Chisholm Square”
- 106-acre Professional Office Park

PROVIDERS

- Water – Johnson County SUD
- Sewer – City of Burleson
- Electric – United Cooperative
- Natural Gas – Atmos
- School – Joshua ISD



LAND USE PLAN
FEBRUARY 13, 2021

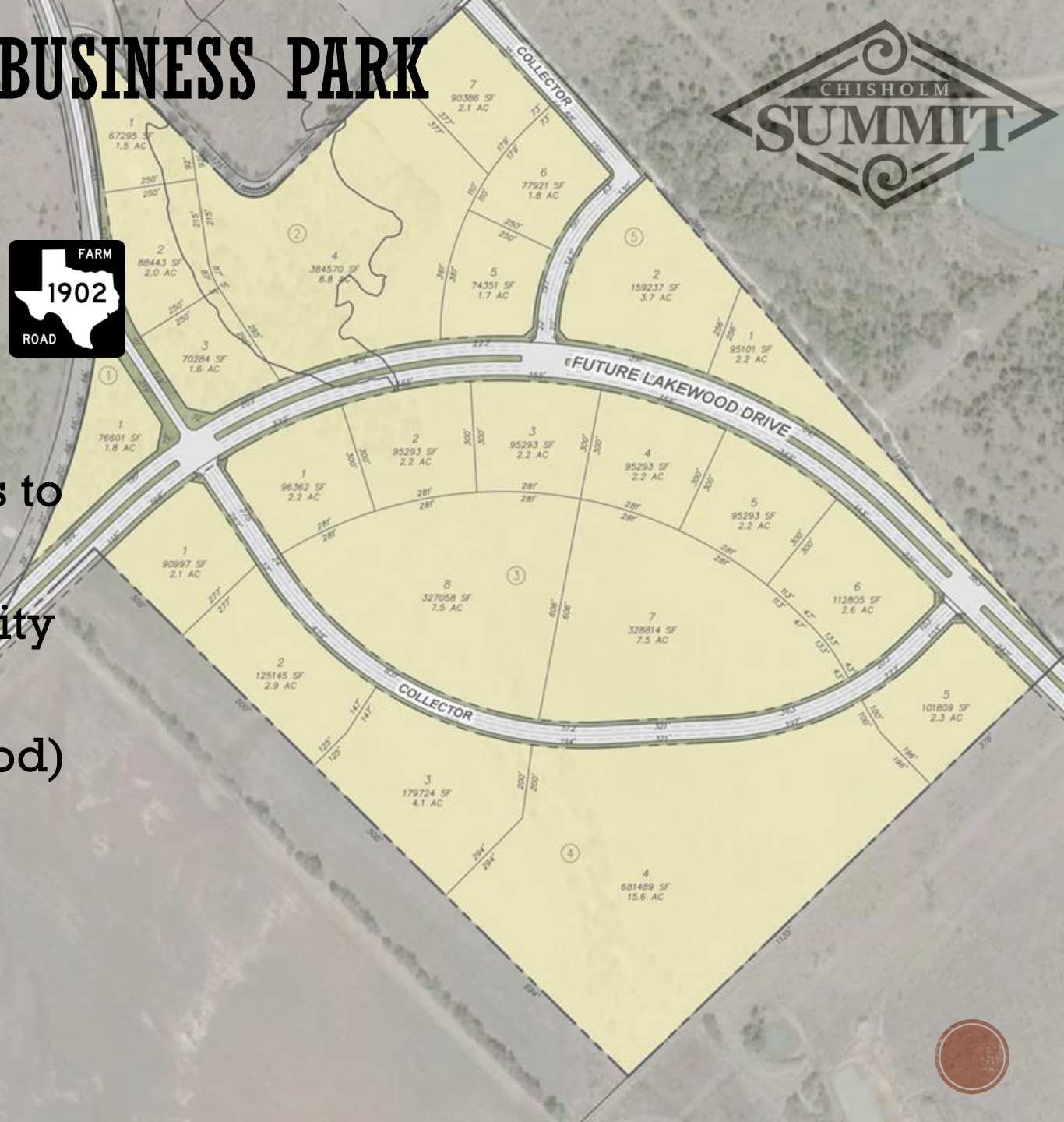




HOOPER BUSINESS PARK



- Over 100 acres with convenient access to Chisholm Trail Parkway via FM 1902
- Professional office park with opportunity for hospital and medical services
- Bisected by major boulevard (Lakewood)
- Ideal live-work lifestyle for families in over 3000 units



LOT SIZE VARIETY



- Chisholm Summit has a range of lots to meet any resident's age, family status, or income
- Single-family homes include:
 - Cottages with detached garages
 - Traditional one- and two-story homes
 - Patio homes with shared front yards and alley access
 - Lots with a little more elbow room and existing trees
 - Estate lots with a view of Burleson
- Higher-density areas include:
 - Age-55+ homes under 1300 sqft
 - Two-story townhomes on zero-lot lines
 - Multifamily housing with facility amenities
 - Senior care centers with nearby greenspace



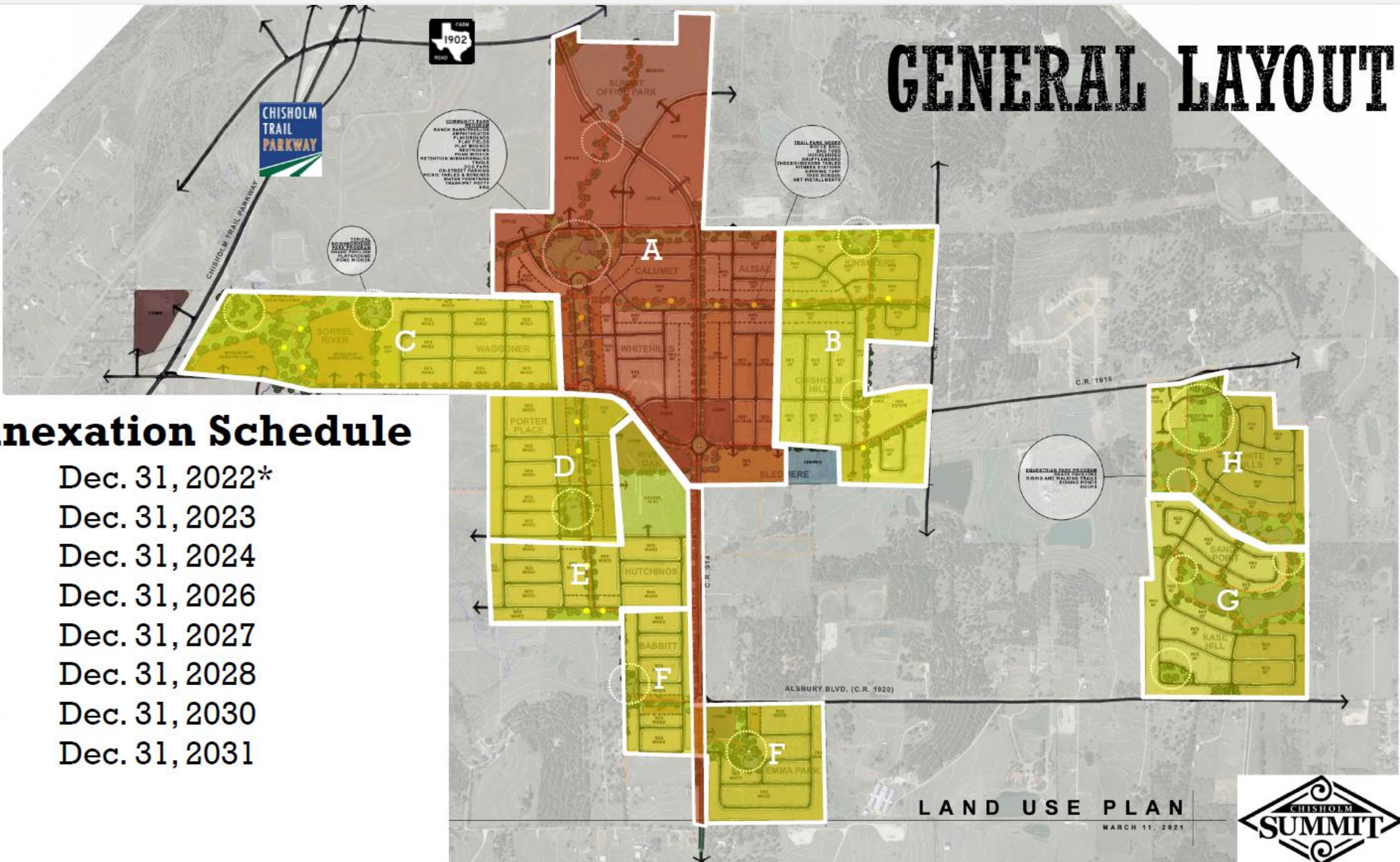
LOT SIZE VARIETY



- Townhomes (22'-25' front)
215 planned
\$270,000 - \$290,000
- Patio Homes (40' front)
390 planned
\$275,000 - \$300,000
- Active Adult Homes
350 planned
\$310,000 - \$350,000
- Cottage Homes (56' front)
370 planned
\$320,000 - \$350,000
- Single-Family Home (50', 55', 60' front)
1100 planned
\$360,000 - \$450,000
- Single-Family Home (70' front)
150 planned
\$430,000 - \$520,000
- Estate Homes (80' and larger)
320 planned
\$650,000 - \$850,000



GENERAL LAYOUT



Annexation Schedule

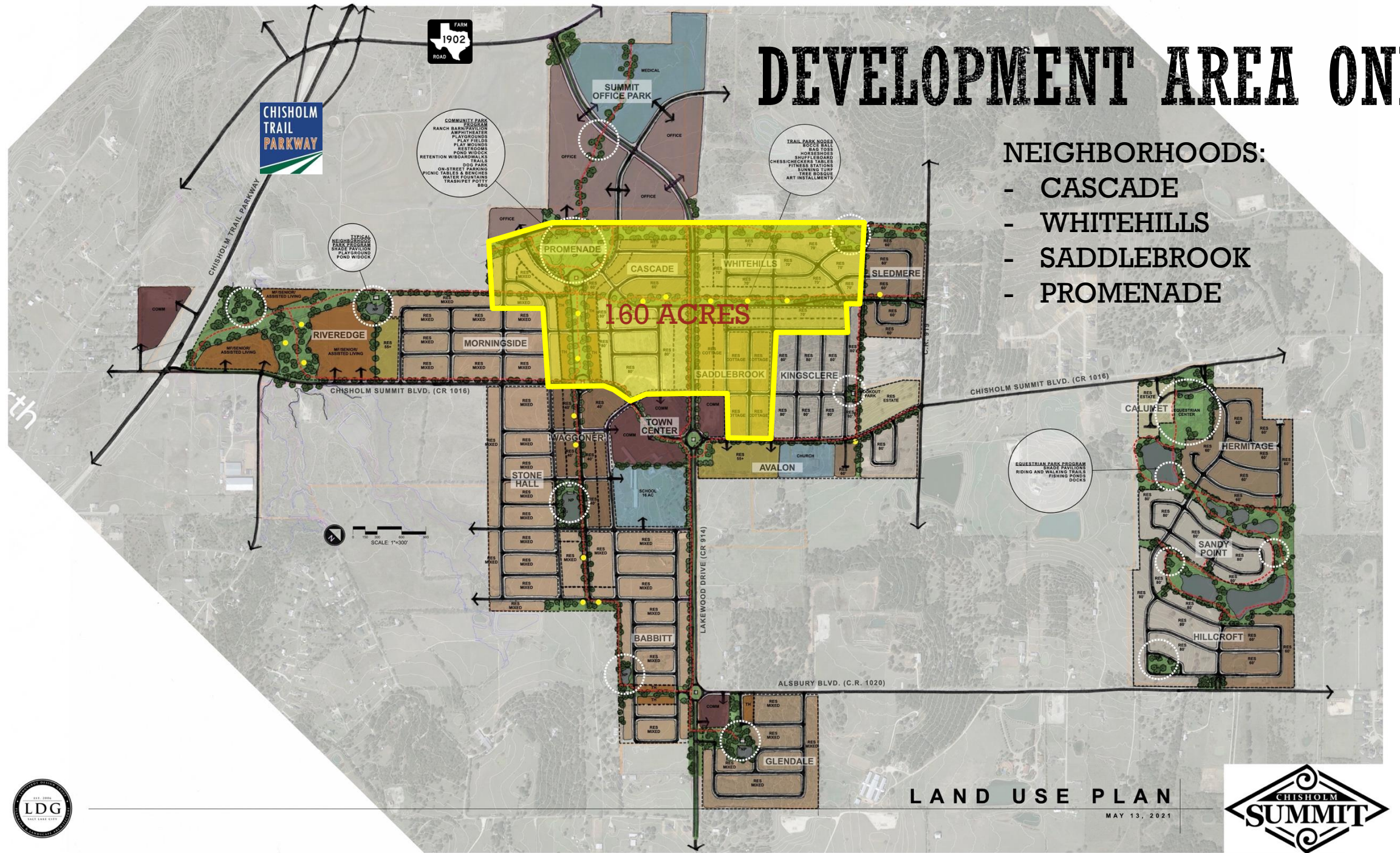
- A – Dec. 31, 2022*
- B – Dec. 31, 2023
- C – Dec. 31, 2024
- D – Dec. 31, 2026
- E – Dec. 31, 2027
- F – Dec. 31, 2028
- G – Dec. 31, 2030
- H – Dec. 31, 2031



DEVELOPMENT AREA ONE

NEIGHBORHOODS:

- CASCADE
- WHITEHILLS
- SADDLEBROOK
- PROMENADE

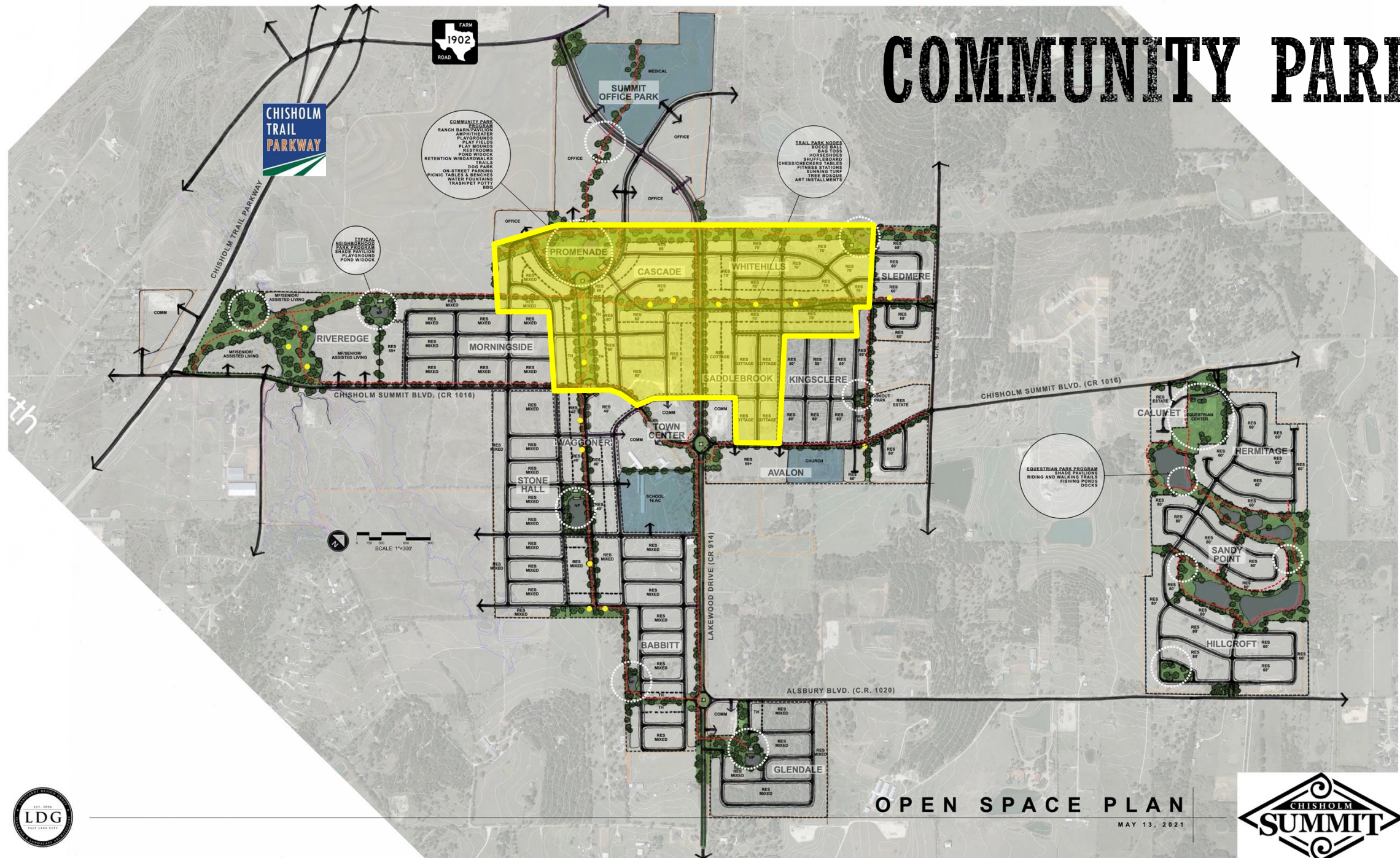


LAND USE PLAN

MAY 13, 2021



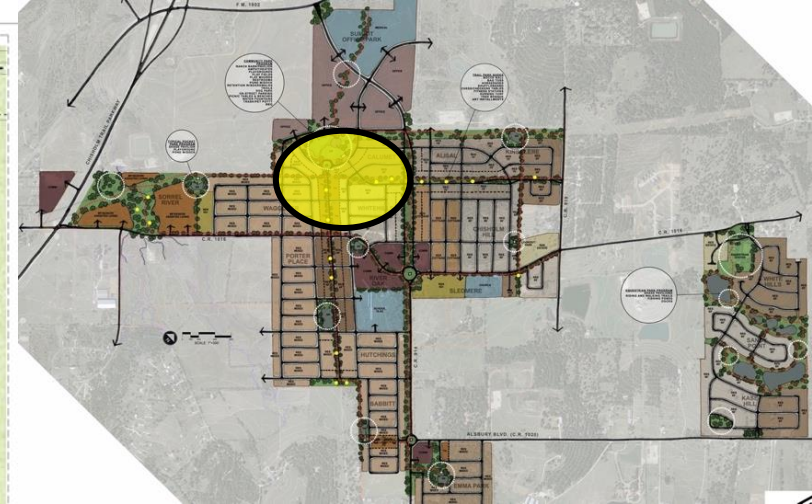
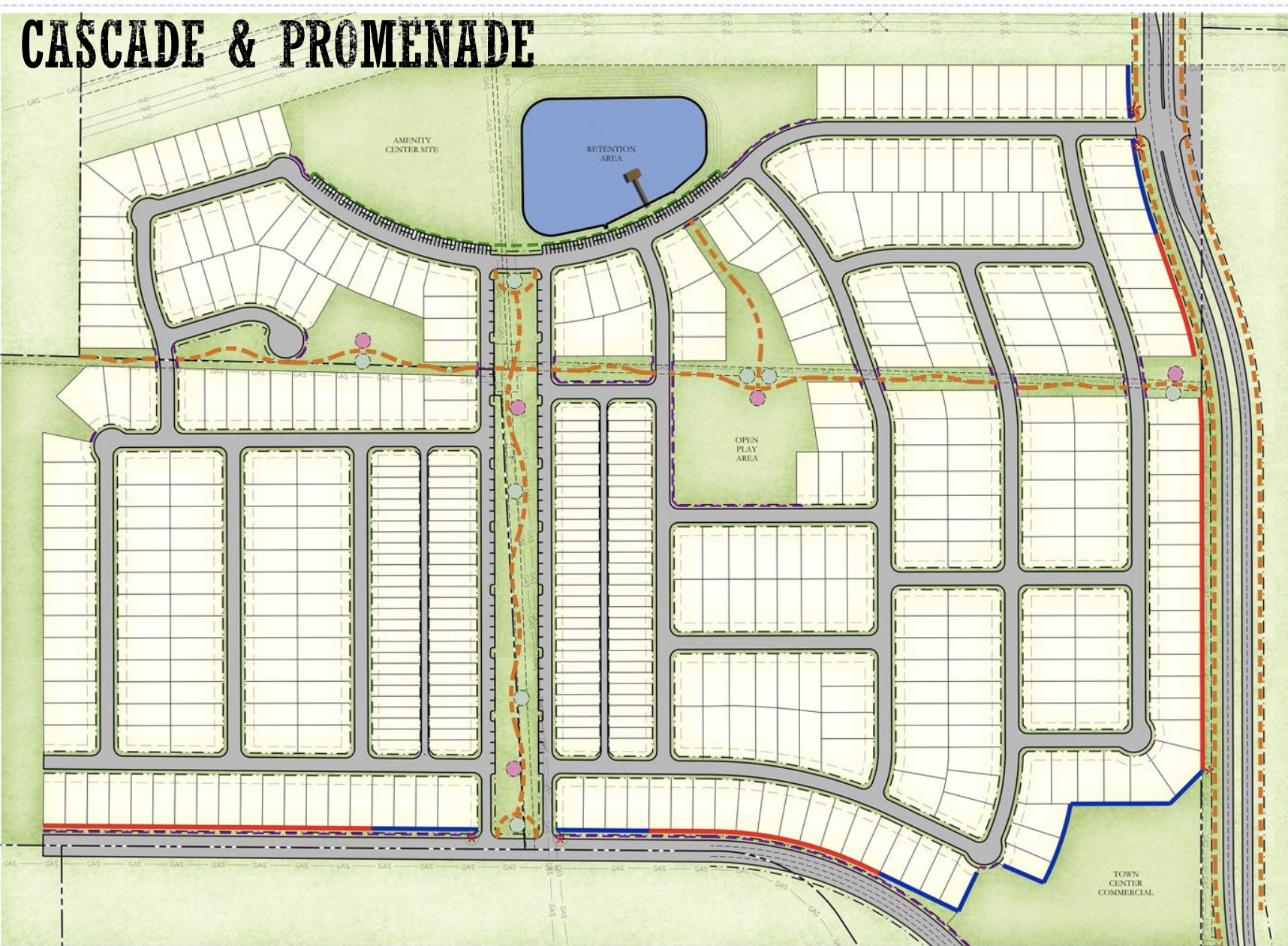
COMMUNITY PARKS



OPEN SPACE PLAN
MAY 13, 2021



CASCADE & PROMENADE



CHISHOLM SUMMIT / CONCEPTUAL SCREENING AND BUFFERING

City of Burleson, Texas

SHEET 1 OF 4
Owner Submittal 1-27-2022



PROMENADE PARK



CALLOUTS LEGEND:

- ① BARN PAVILION
- ② RESTROOM BUILDING
- ③ SPLASH PAD
- ④ COMMUNITY BUILDING
- ⑤ TURF PLAY HILLS
- ⑥ PLAYGROUND FACILITY
- ⑦ EVENT LAWN AND FIRE PIT AREA
- ⑧ POND DOCK
- ⑨ AMPHITHEATER STAGE
- BENCH AND/OR TRASH RECEPTACLE
- ⑩ 3" CALIPER SHADE TREE, SPECIES TBD.
- ⑪ 2" CALIPER ORNAMENTAL TREE, SPECIES TBD.
- ⑫ FEATURE LANDSCAPE BED TO ENCLOSE NATIVE GRASSES AND SHRUBS. FEATURE LANDSCAPE BEDS MAY INCLUDE RIVER ROCK AND BOULDER MASSIS.



CHISHOLM SUMMIT / AMENITY CENTER CONCEPT PLAN

City of Burleson, Texas

SHEET 4 OF 4
Owner Submittal 1-27-2022



PROMENADE PARK

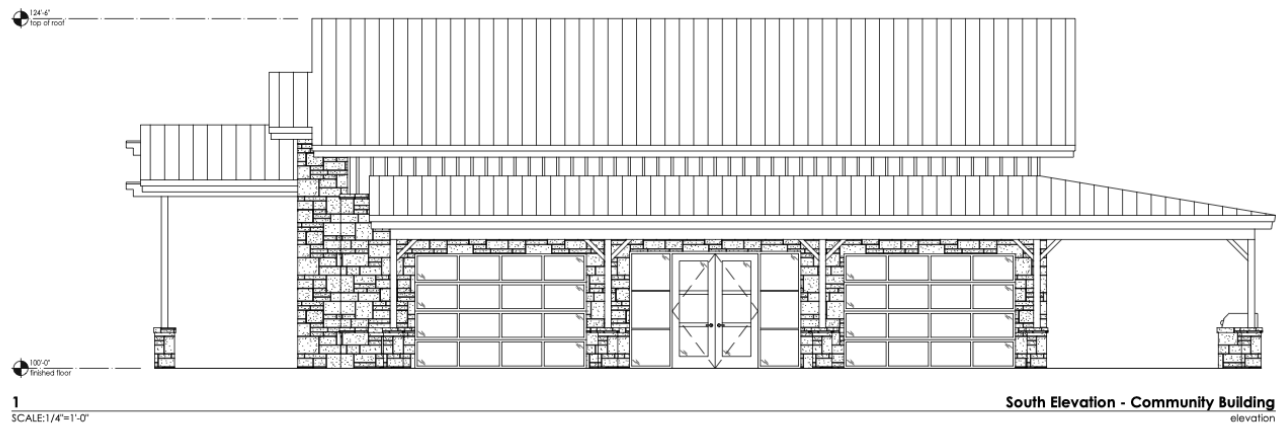
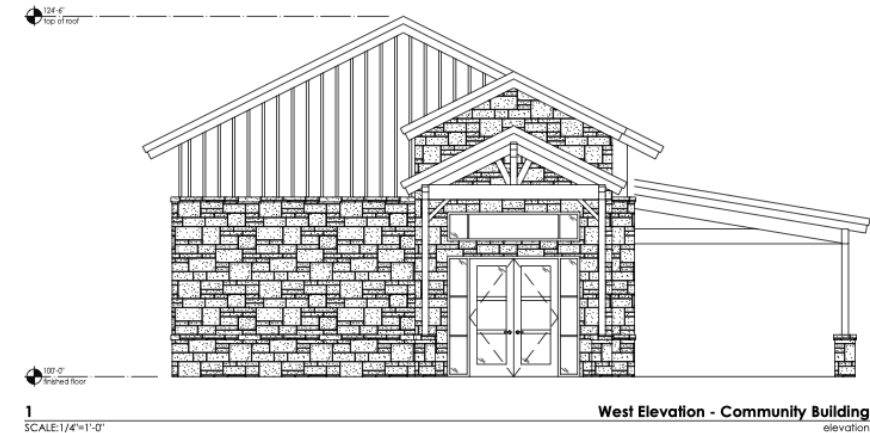
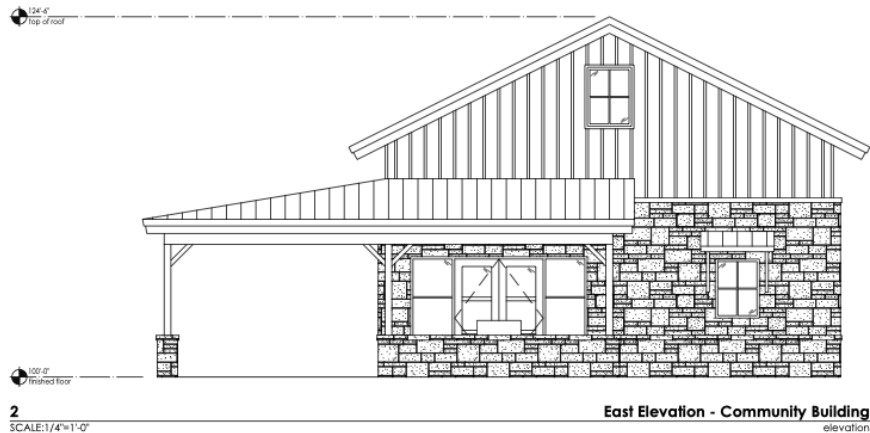


PROMENADE PARK





COMMUNITY BUILDING



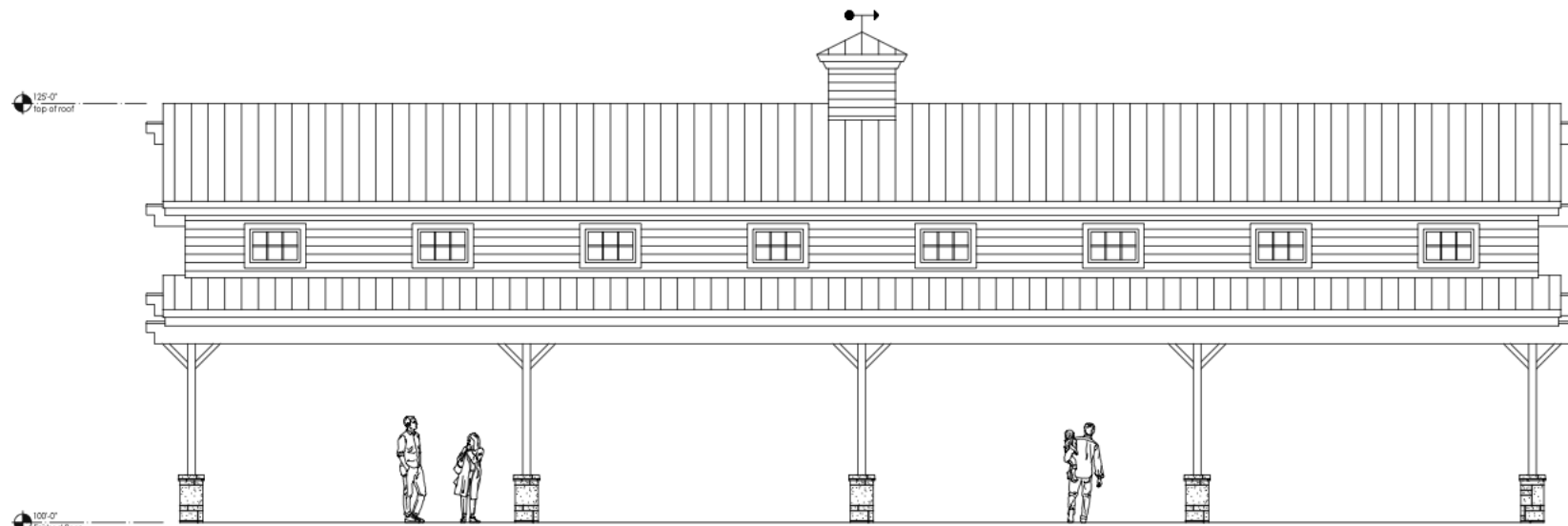
Copyright © 2021
 DATE: 01.31.2022
 SCALE: MA21039
 JOB NO: JV
 DRAWING: KM
 APPD: KM
 ACAD: KM
 EXTERIOR ELEVATIONS -
 COMMUNITY BUILDING

Copyright © 2021
 DATE: 01.31.2022
 SCALE: MA21039
 JOB NO: JV
 DRAWING: KM
 APPD: KM
 ACAD: KM
 EXTERIOR ELEVATIONS -
 COMMUNITY BUILDING

DRAWING NO. REV. NO.
A4.00

DRAWING NO. REV. NO.
A4.01





SEAL

Copyright © 2021

DATE: 01.25.2022
 SCALE:
 JOB NO. MA21039
 DRAWN: JF
 APPD: KM
 ACAD #
 EXTERIOR ELEVATIONS —
 OPEN PAVILION

1
 SCALE: 1/4"=1'-0"

Side Elevations - Open Pavillion
 elevation

DRAWING NO. REV. NO.

A4.02



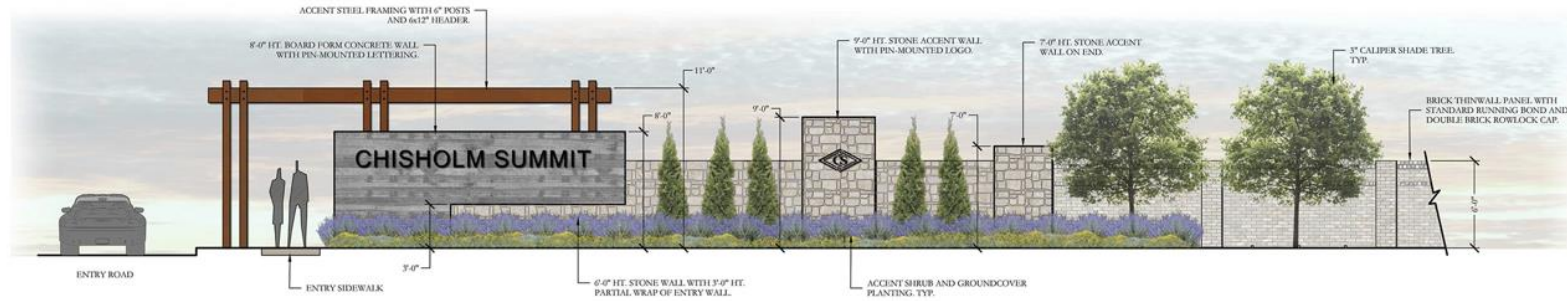


CHISHOLM SUMMIT / LANDSCAPE MATERIAL THEME

City of Burleson, Texas

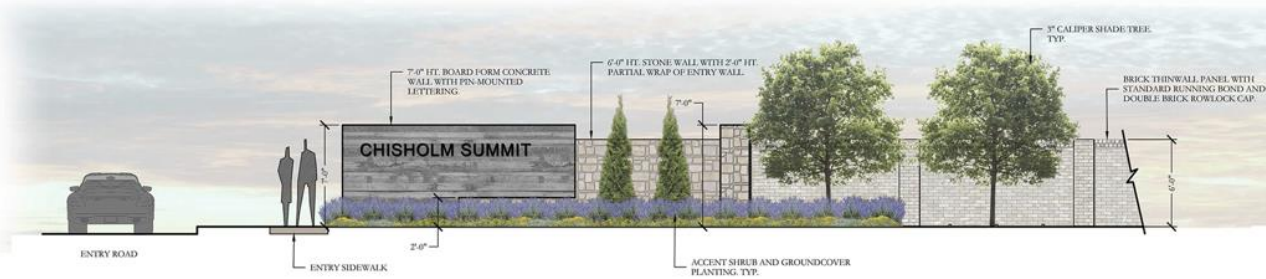
SHEET 3 OF 4
Owner Summit 1-27-2022





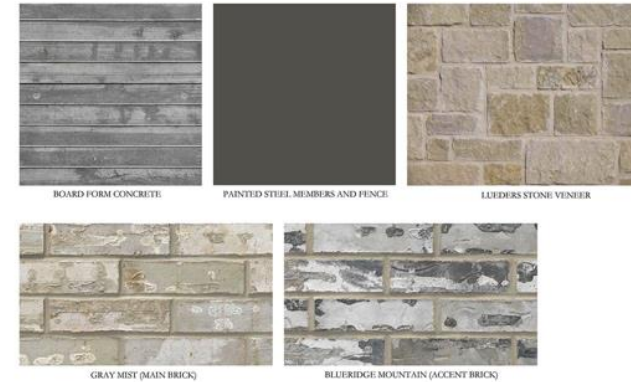
1 MAJOR ENTRY SIGN
ELEVATION

SCALE: 1/4" = 1'-0"



2 MINOR ENTRY SIGN
ELEVATION

SCALE: 1/4" = 1'-0"

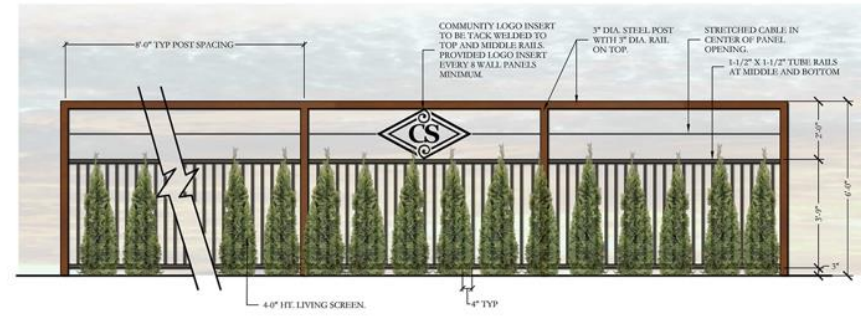


5 VENEER SELECTIONS
PHOTOGRAPHS



3 6'-0" HT. BRICK SCREENING WALL, WITH 7'-0" HT. MASONRY COLUMNS
ELEVATION

SCALE: 1/2" = 1'-0"



4 6'-0" HT. ORNAMENTAL METAL FENCE
ELEVATION

SCALE: 1/2" = 1'-0"

CHISHOLM SUMMIT / CONCEPTUAL SCREENING AND BUFFERING

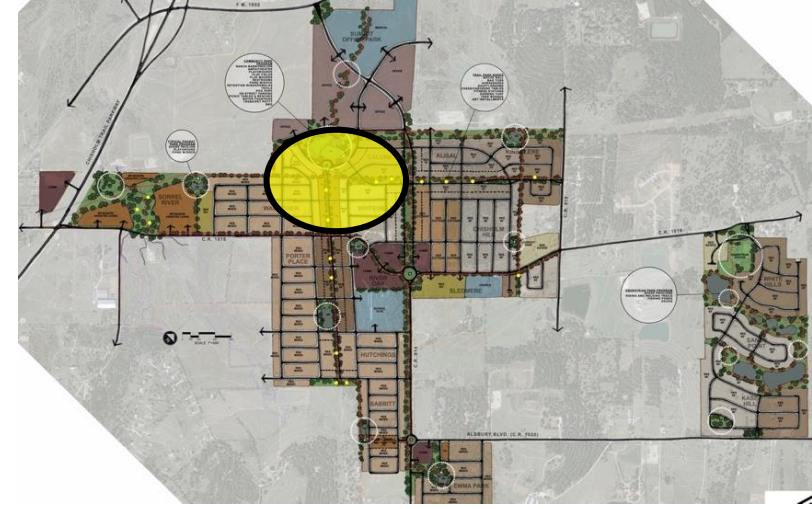
City of Burleson, Texas

SHEET 2 OF 4
Owner Submittal 1-27-2022

CODY JOHNSON
s · t · u · d · i · o

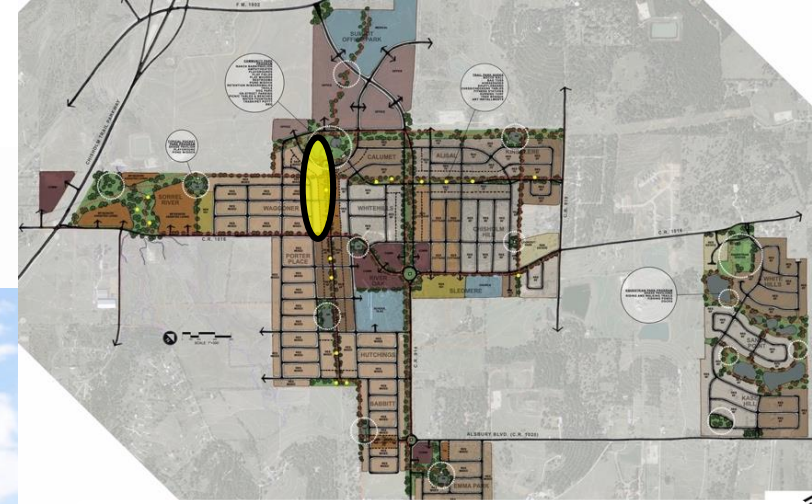


**CASCADE — SINGLE-FAMILY HOMES LED BY BLOOMFIELD
APPROXIMATELY 300 LOTS**



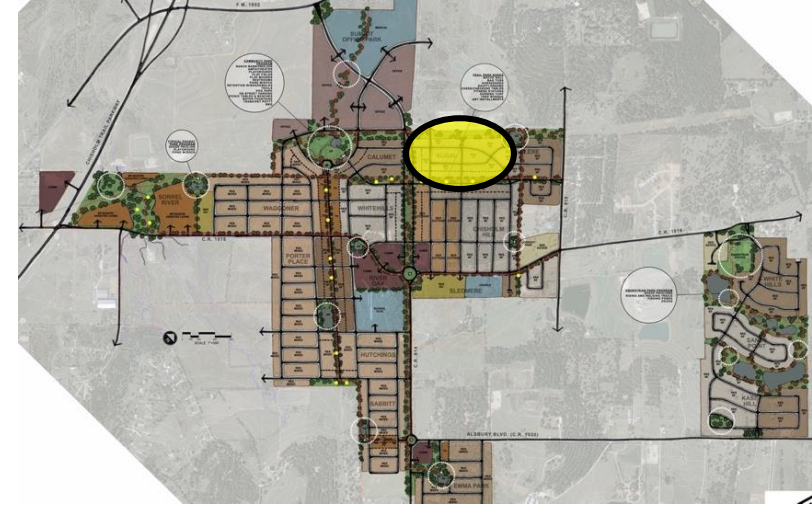
PROMENADE – TOWNHOMES (FINALIZING BUILDER)

APPROXIMATELY 115 LOTS



WHITEHILLS – ACTIVE ADULT COMMUNITY BY LADERA

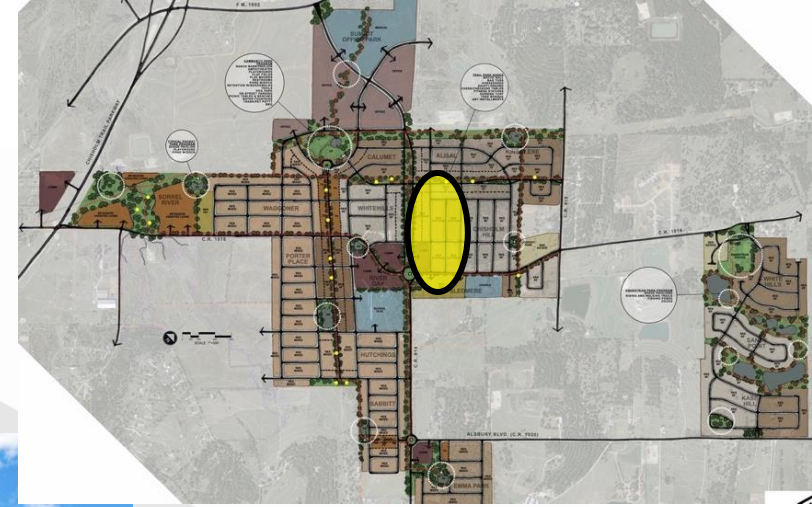
APPROXIMATELY 160 LOTS





SADDLEBROOK – COTTAGE HOUSES BY BRANSOM HOMES

APPROXIMATELY 150 LOTS



AT COMPLETION OF FIRST DEVELOPMENT AREA...



- Lakewood Drive connects the CTP to south Burleson with a 5-minute drive
- Main community park and amenity center open for entire community
- Large pond stocked and outdoor amphitheater in full swing
- Featured entrance and linear park lead into Chisholm Summit neighborhoods
- Over 700 new rooftops ranging from townhome to traditional to active adult
- Nearly two miles of walking trails connecting the homes



THE TEAM

GOODWIN AND
MARSHALL INC.

JOHNSON VOLK
CONSULTING

McCarthy



DFW
Geodesy

JOSHUA
Independent School District

RA
Development Ltd



Insight
Association
Management

JCSUD
JOHNSON COUNTY
SPECIAL UTILITY DISTRICT

WINSTEAD
ATTORNEYS

DPFG
DEVELOPMENT PLANNING & FINANCING GROUP

United
Cooperative
Services
Your Touchstone Energy® Cooperative

ATMOS
energy®

Ladera
active adult life.

BLOOMFIELD
HOMES
... Making Dreams Come True

BRANSOM HOMES



UPCOMING DATES



- Dec 2021 – Jun 2022 – Offsite Sewer Construction (CR 1021 & CR 914)
- Jun 2022 – Complete Design of Lakewood Drive Extension (CR 914)
- Aug 2022 – Construction on Lakewood Drive and sewer improvements
- Aug 2023 – Complete Construction of Lakewood and sewer improvements
- Oct 2023 – Complete Lakewood Drive landscaping and hardscaping
- **FULL BUILDOUT** of Chisholm Summit may take 15+ years



LAND USE PLAN
FEBRUARY 13, 2021



UPCOMING DATES



- Aug 2022 – Approval of Lakewood construction budget
- July/Aug 2022 – Finalize Zoning with PD Ordinance
- July/Aug 2022 – Annexation Hearings
- Aug-Oct 2022 – Public Improvement District (PID) Hearings
- Public Meetings are being provided to invite the community to come and learn more about the development and have any questions answered:
 - May 5 – 3:00 pm to 5:00 pm
 - May 7 – 10:00 am to 12:00 pm
 - Hosted by Chisholm Summit Community Church (formerly Reese Prairie Baptist) located at 9705 County Road 1016, Burleson



JUSTIN BOND

justin@radev.biz

817-880-1220

ROCKY BRANSOM

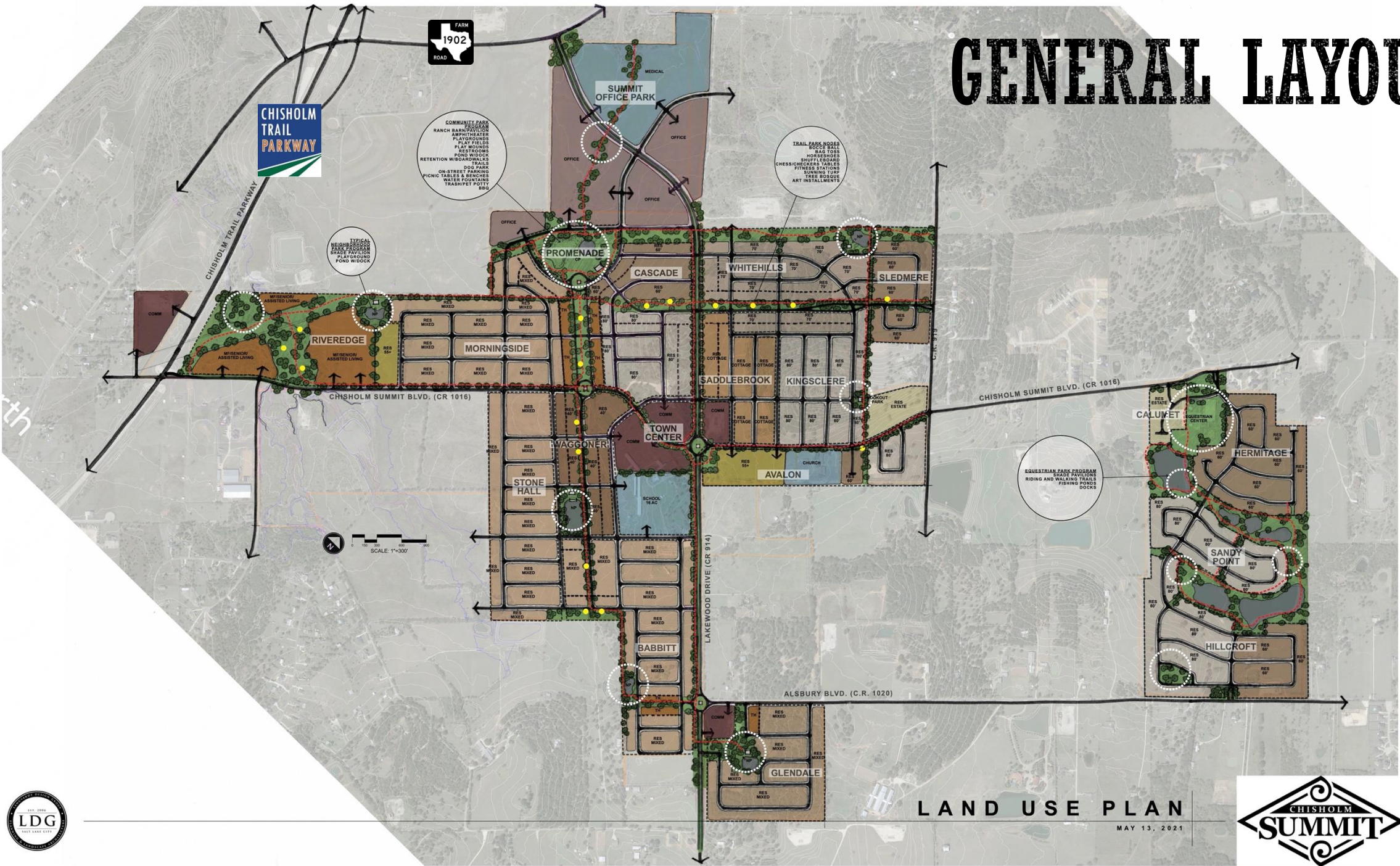
rwb@radev.biz

817-480-4445



THANK YOU!

GENERAL LAYOUT



LAND USE PLAN

MAY 13, 2021





City of Burleson

City Council

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

AGENDA INFORMATION SHEET

DEPARTMENT: Economic Development
DIRECTOR: Alex Philips
DATE: 04/04/2022

SUBJECT

Receive a report, hold a discussion, and provide staff direction regarding redevelopment of 130 E. Renfro Street and E. Ellison Street pedestrian improvements. *(Staff Presenter: Alex Philips, Director of Economic Development)*

Attachments

Department Memo
Staff Presentation

Respectfully submitted:

Alex Philips
Economic Development Director
aphilips@burlesontx.com

DEPARTMENT MEMO

DEPARTMENT: Economic Development
FROM: Alex Philips, Economic Development Director
MEETING: April 4, 2022

SUBJECT:

Receive a report, hold a discussion, and provide staff direction regarding redevelopment of 130 E. Renfro Street and E. Ellison Street pedestrian improvements. (*Staff Presenter: Alex Philips, Director of Economic Development*)

SUMMARY:

On November 30, 2022, the City of Burleson requested proposals for the sale of 130 E. Renfro Street located in Old Town at the corner of Dobson Street and Renfro Street. The facility was purchased by the City in 2005 to house a local branch of Hill College. The facility was sold the Burleson Economic Development 4A Corporation January of 2021. Burleson Independent School District is under construction to make room for Hill College in the renovated Burleson Collegiate High School. Construction is anticipated to be completed by the end of 2022.

The City's preferred development vision includes the demolition of the existing building and the subsequent construction of multi-story building or buildings on the site with appropriate parking. The new development would carry on the vision of the recent developments in Old Town.

The project overview asks for a new mixed-use building that would include retail, restaurant and office uses no more than 32 feet in height. All proposals to include consistency with Old Town architecture, market base rent and tie into the districts walkability.

EDC staff believes this site is a great opportunity to attract new Corporate or Regional headquarters. Old Town has become a destination and with Class A office space being needed in our market this site will allow the Economic Development Corporation to fill a need in the community as well as fulfill the vision the City has in the Request for Proposal.

Concurrently, improvements are needed through the East side of the Ellison Street corridor. Improvements could include; sidewalks, drainage, lights and landscaping to raise the level of streetscape to match recent, and ongoing, improvements on the West side of the Ellison Street corridor.

OPTIONS:

RECOMMENDATION:

FISCAL IMPACT:

Budgeted Y/N:

Fund Name:

Full Account #s:

Amount:

Project (if applicable):

Financial Considerations:

STAFF CONTACT:

Name: Alex Philips

Title: Economic Development Director

aphilips@burlesontx.com



Economic
Development

130 E. Renfro St. Request for Proposals

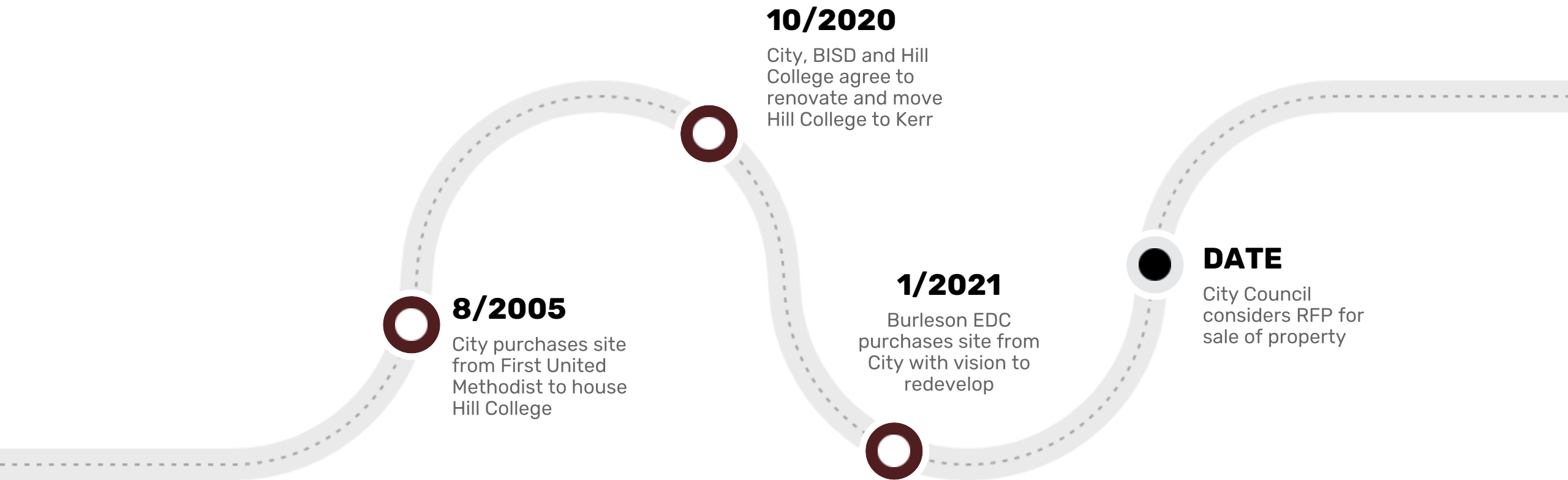


Purpose of the Presentation

- Review the vision for the RFP
- Review the draft of the RFP for 130 E. Ellison St.
- Discuss the evaluation process
- Review Staff recommendation

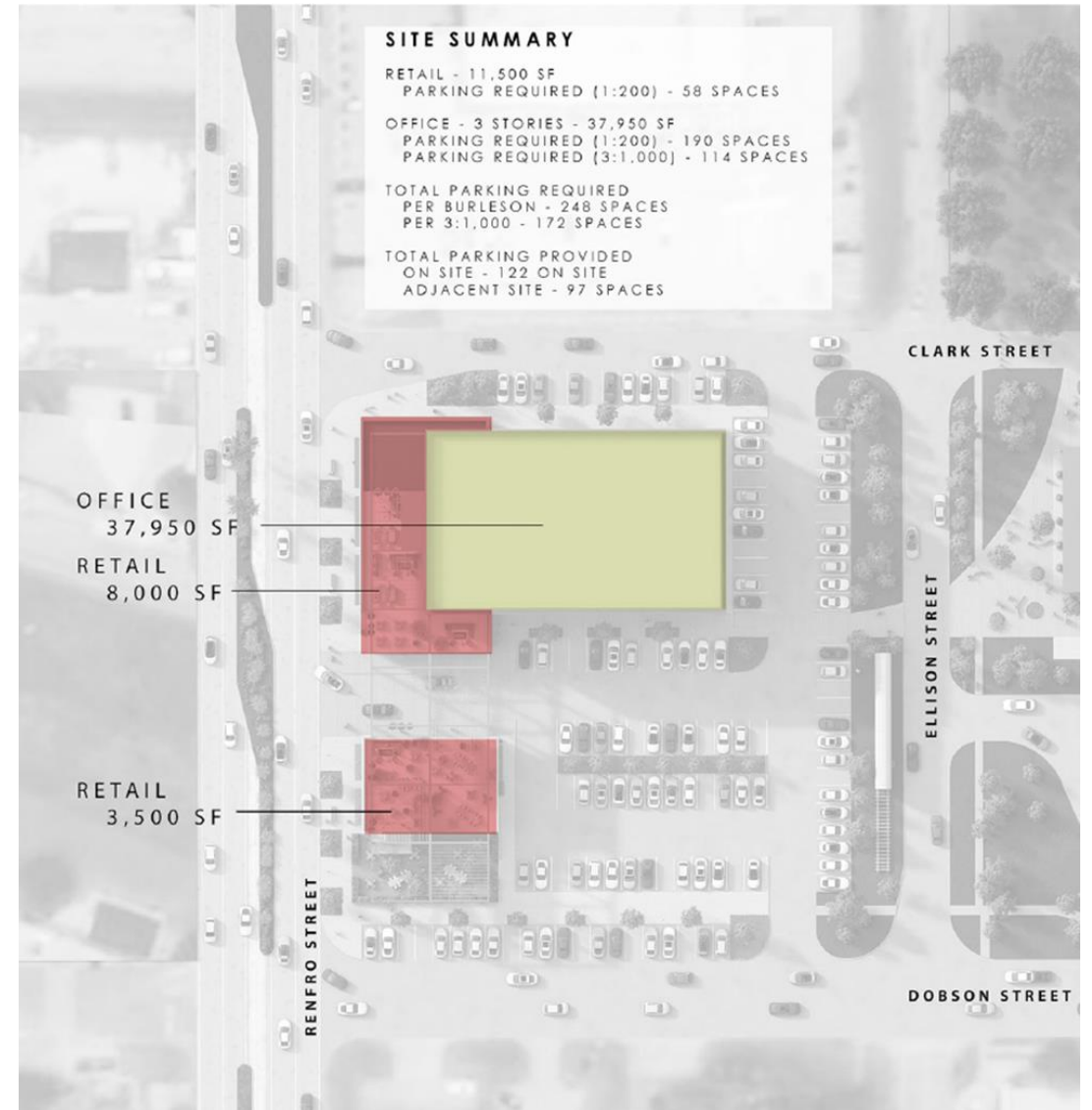


130 E. Renfro St. Site Timeline



RFP Vision for 130 E. Renfro St.

- Allow retail, restaurant and office use no more than 32 feet in height
- Prefer no multi-family/residential component
- All options to include consistency with Old Town architecture, market base rent and tie into Old Town district walkability
- Will consider all options received
 - Above is represented as a preference, but not a requirement



RFP Vision for 130 E. Renfro St.



View from Clark & Renfro Street

View from Dobson & Renfro Street



RFP Key Elements

RFP Process

- | | |
|---------------------------------|----------------|
| • RFP Release Date | April 29, 2022 |
| • Pre-Proposal Conference | TBD |
| • Last Day for Questions | TBD |
| • Proposals Due (90 days) | July 28, 2022 |
| • Panel Interviews | TBD |
| • Mayor & Council Consideration | TBD |
| • Construction begins | December 2022 |

Submittals to Include

- Project Team Description
- Preliminary Project Schedule
- Preliminary Project Sketch
- Team References
- Project Investments and Costs
- Proposed Transaction Details
- Various Legal Forms (Conflicts of Interest, 1295 Form, etc.)

RFP Evaluation Criteria

① Project Vision/Development Scenario

35 Maximum Points

This category will score the project's vision and its alignment to the Old Town Plan and the preferred development scenario. A project sketch with proposed uses is a required form for all proposals.

② Experience

20 Maximum Points

This category will score the experience of the project team. Information should be included that identifies the project's key team members, as well as any sub-consultants.

③ Project Cost/Benefit

20 Maximum Points

This category will score the project's direct and indirect revenues, as well as examine the costs proposed by the project team. Must include the amount of space proposed by use, as well as the construction cost assumed for the project by use.

④ Access to Capital

15 Maximum Points

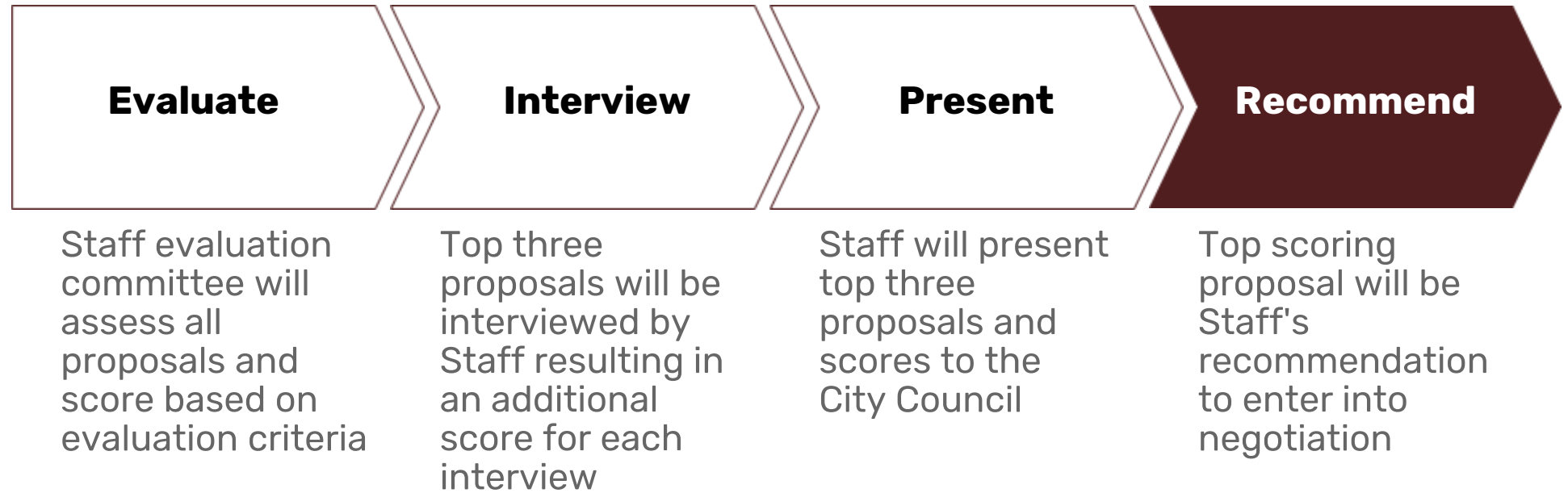
This category will evaluate the financial arrangements and capabilities of the firm to plan, construct, and operate the project. Must include a list of developed projects of similar scale and cost.

⑤ Anticipated Project Timeline

10 Maximum Points

This category will be scored based on the proposer's ability to show a plan to meet the Project Schedule outlined. A proposed timeline should be submitted by the project team.

RFP Proecss



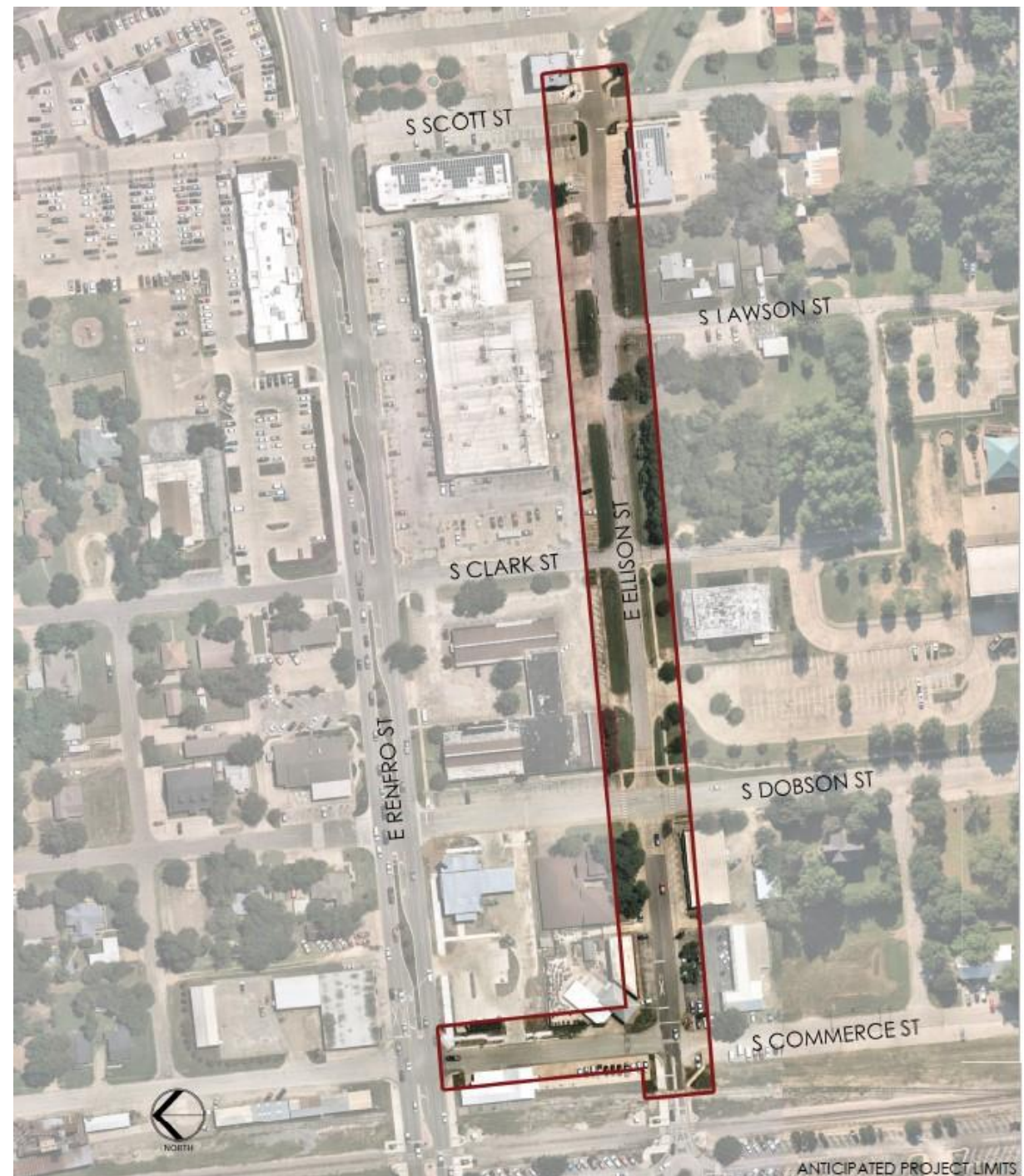


Questions/Comments

E. Ellison St. Design

Pedestrian Improvements

- Continue improvements on E. Ellison St.
- Extend consistency with Old Town sidewalks, lights, and landscaping
- Increases walkability of district and marketability of 130 E. Renfro



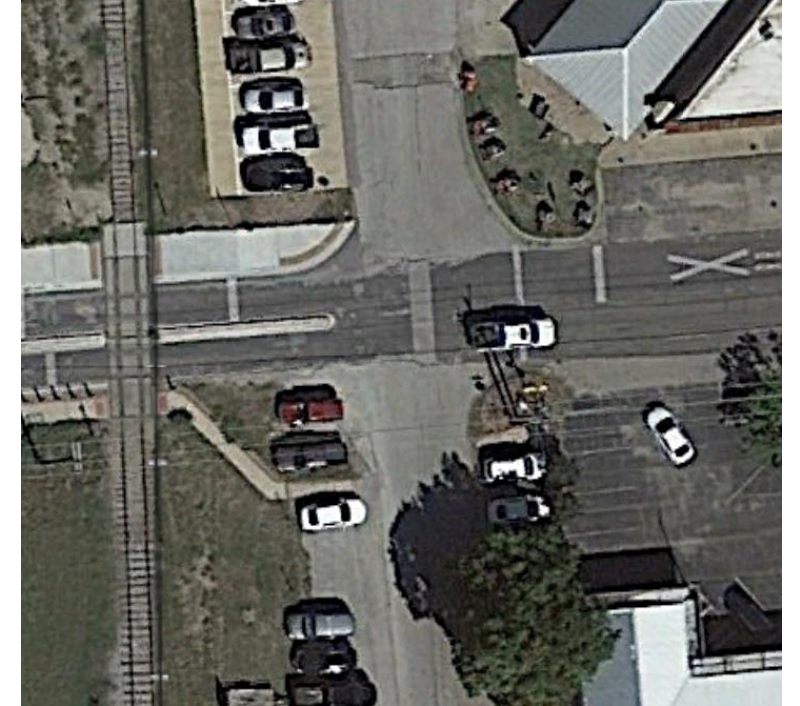
E. Renfro St. Existing Condition



Lack of sidewalks



Drainage concerns



Beautify major intersections

E. Ellison St. Design

Concept Imagery



CONCEPT IMAGERY
E ELLISON STREET - PEDESTRIAN IMPROVEMENTS
BURLESON, TEXAS

MARCH 11, 2022



- **Preliminary Design**

Conduct surveys and coordinate with staff on design

- **Council Approval**

Staff will bring a 30-40% design for approval to move to final design

- **Final Design**

Produce all construction documents for bidding

- **Construction Administration**

Coordinate with GC during construction

\$142,610

PROJECT COST

X Months

PROJECT TIMELINE



Questions/Comments



City of Burleson

City Council

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

AGENDA INFORMATION SHEET

DEPARTMENT: Development Services
DIRECTOR: Tony McIlwain
DATE: 04/04/2022

SUBJECT

Receive a report, hold a discussion, and provide staff direction regarding the Burleson West Transit Oriented Development (TOD) District. (*Staff Presenter: Tony McIlwain, Director of Development Services*)

Attachments

Staff Memo
Presentation

Respectfully submitted:

Tony D. McIlwain
Development Service Director
817-426-9684

DEPARTMENT MEMO

DEPARTMENT: Development Services
FROM: Tony McIlwain, Development Services Director
MEETING: April 4, 2022

Receive a report, hold a discussion, and provide staff direction regarding the Burleson West Transit Oriented Development (TOD) District. (Staff Presenter: Tony McIlwain, Director of Development Services)

SUMMARY:

The purpose of this briefing/ presentation is to provide the City Council a broad overview of the City's West Transit Oriented Development (TOD) District. The presentation will provide information and detail in the following areas:

- Background and History
- Rail Transit Challenges
- TOD District Densities
- TOD District Overlay and Zoning Options
- Council Options

Transit oriented development is a land planning concept that incorporates compact, pedestrian-oriented, mixed-use design located near rail and mass transit stations. The TOD District is a Planned Development that was created in 2006 in response to, and support of, a future commuter rail line that the North Central Texas Council of Governments identified in its 2000 Mobility 2025 plan. The Regional Transportation Committee identified Burleson as the location for the proposed commuter rail line, known as the W-4 line, in 2002. The TOD District is comprised of 653 acres and located at the intersection of SW Alsbury Boulevard and Hulen Street.

There are multiple challenges associated with the W-4 rail line which call into question the actual feasibility and reality of its construction. These challenges involve regional funding, ridership, construction costs, indemnification and liability concerns, etc. Given these challenges, it is appropriate to question the permissible residential densities within the TOD District. It is within this context that staff will present zoning overlay and rezoning options as methods to reduce densities within the TOD District.

OPTIONS:

1. Move forward with the TOD District zoning modification option;
2. Move forward with the TOD District overlay option
3. Do nothing at this time

RECOMMENDATION:

Staff has no specific recommendation, but will further evaluate and implement whichever option the Council prefers.

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

2018 – The City Council downzoned property within the TOD District to allow for the Shannon Creek and Reverie developments

March 23, 2006 – The City voted to rezone the initial 373 acres of land from 'A' Agricultural to 'PD' Planned Development for the TOD District

FISCAL IMPACT:

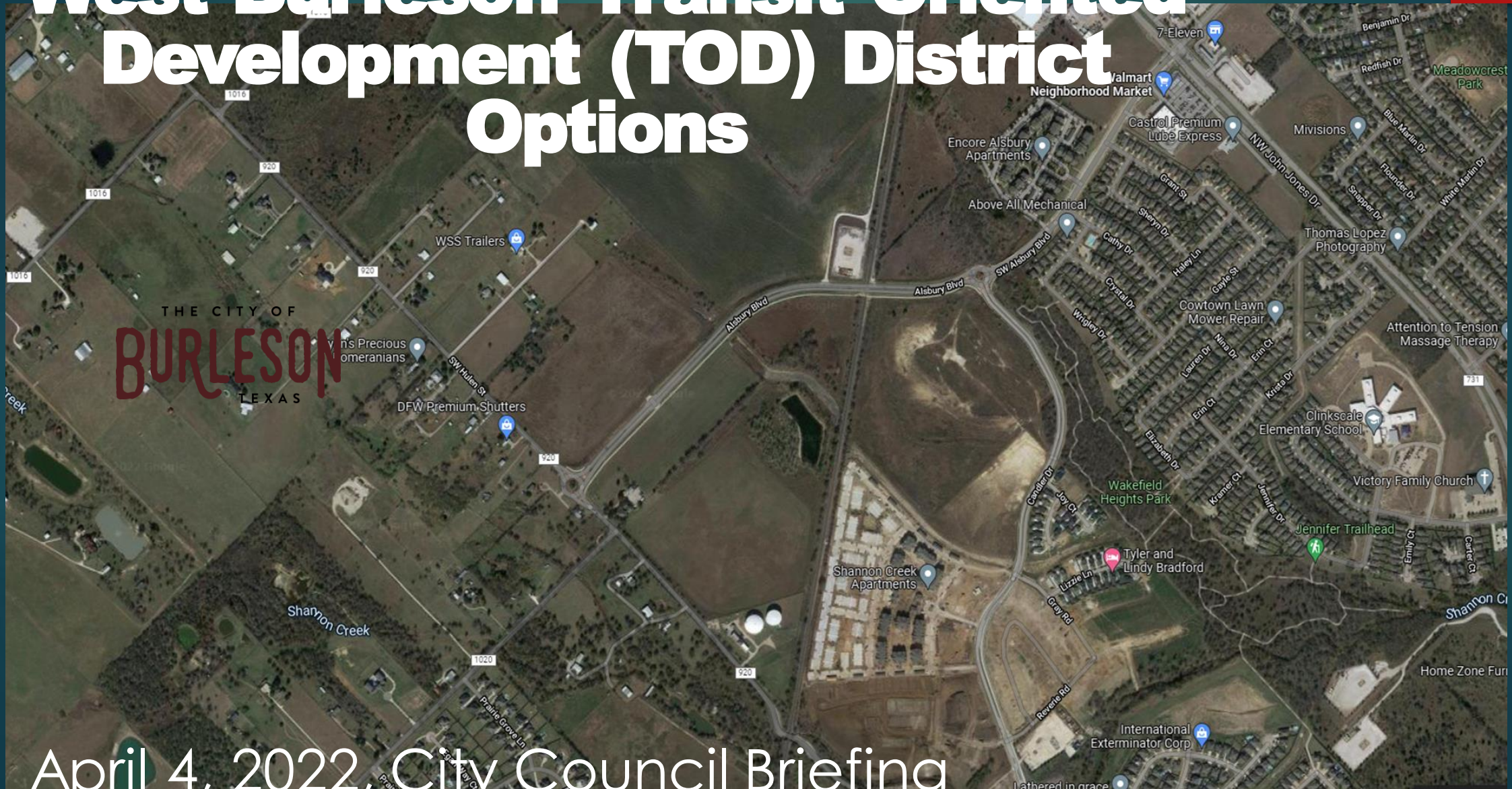
None

STAFF CONTACT:

Name:	Tony McIlwain
Department:	Development Services
Email:	tmcilwain@burlesontx.com
Phone:	817-426-9684

West Burleson Transit Oriented Development (TOD) District Options

1



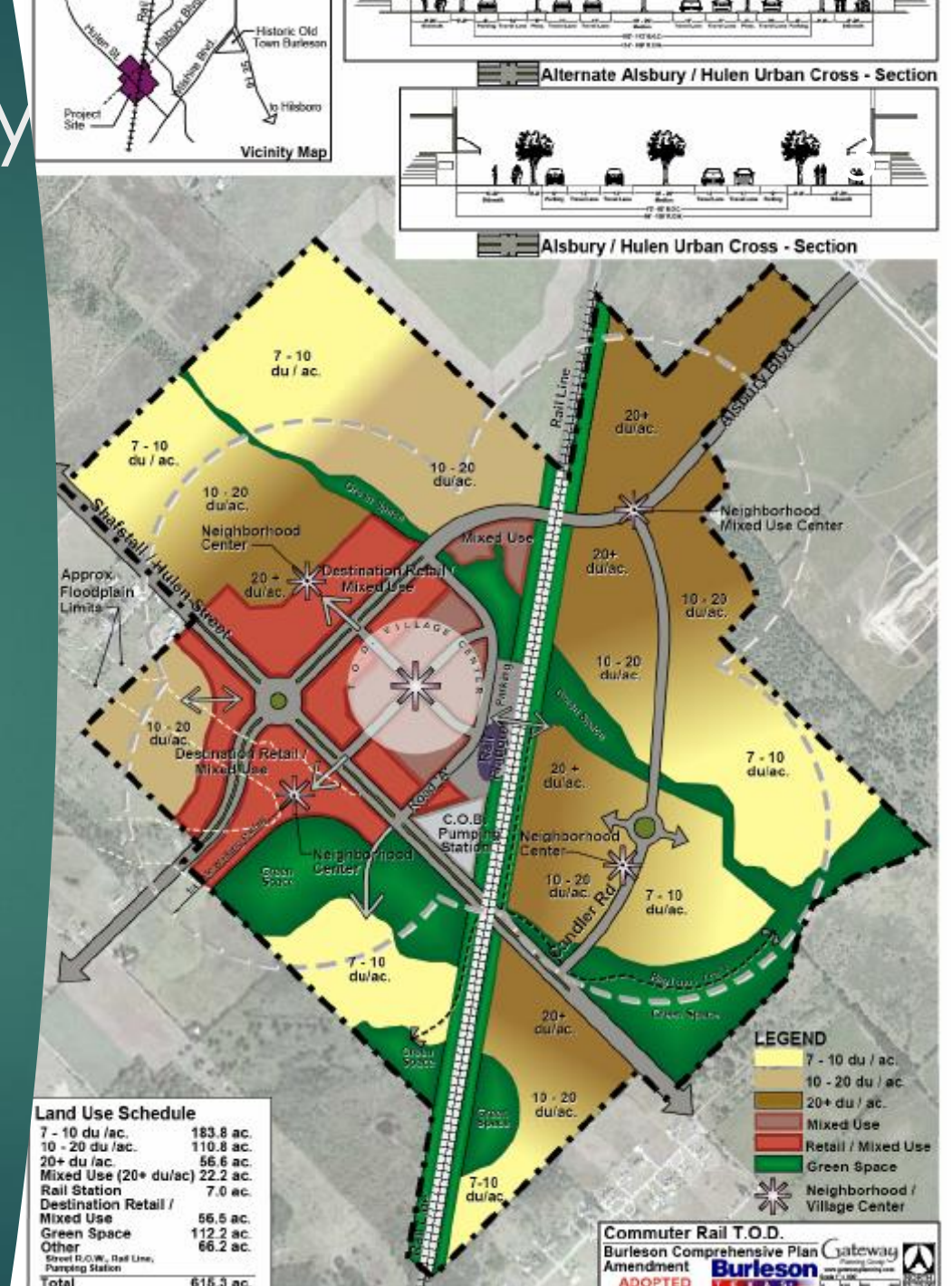
April 4, 2022, City Council Briefing

Purpose and Scope

- ▶ Purpose of this presentation is to provide an overview of the City's West Transit Oriented Development (TOD) District
 - ▶ Background and History
 - ▶ Rail Transit Challenges
 - ▶ TOD District Densities
 - ▶ TOD District Overlay and Zoning Options
 - ▶ Council Options

Background and History

- ▶ TOD is a land planning concept that incorporates compact, pedestrian-oriented, mixed-use design located near rail and mass transit stations.
- ▶ District located at the intersection of SW Alsbury Blvd and Hulen Street
- ▶ Allows for high density residential and mixed uses
- ▶ District established to focus on facilitating and supporting future commuter rail at Burleson station



Background and History

4

BNSF W-4 line identified in the North Central Texas Council of Government's Mobility 2025 plan

2000

Burleson identified as a general location for a transit stop along the W-4 line

2002

City voluntarily annexes land to serve as a future TOD

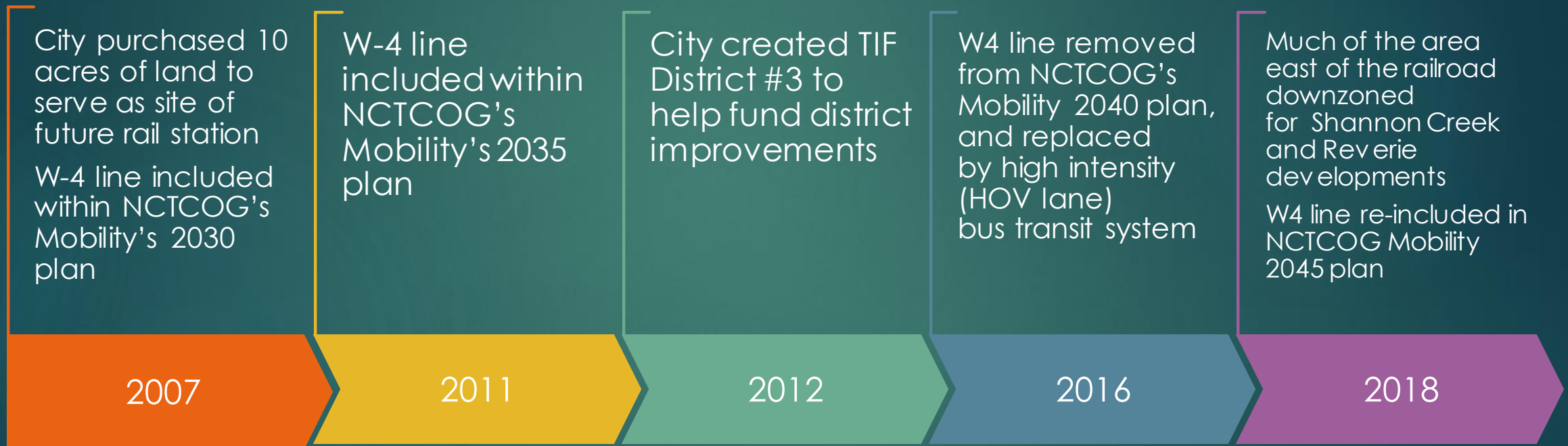
2005

PD and amendment to Comprehensive Plan approved for TOD creation; area focused on high density residential and mixed uses

2006

Background and History

5



Rail Transit Challenges

Existing freight traffic requires an additional rail to support a commuter system

The construction cost for the system is estimated at \$1.73 billion

Currently, no identified regional funding, nor in the foreseeable future for the project

Estimated ridership at less than 1,000 people per day ridership and low regional prioritization

BNSF would require liability protection against rail operator

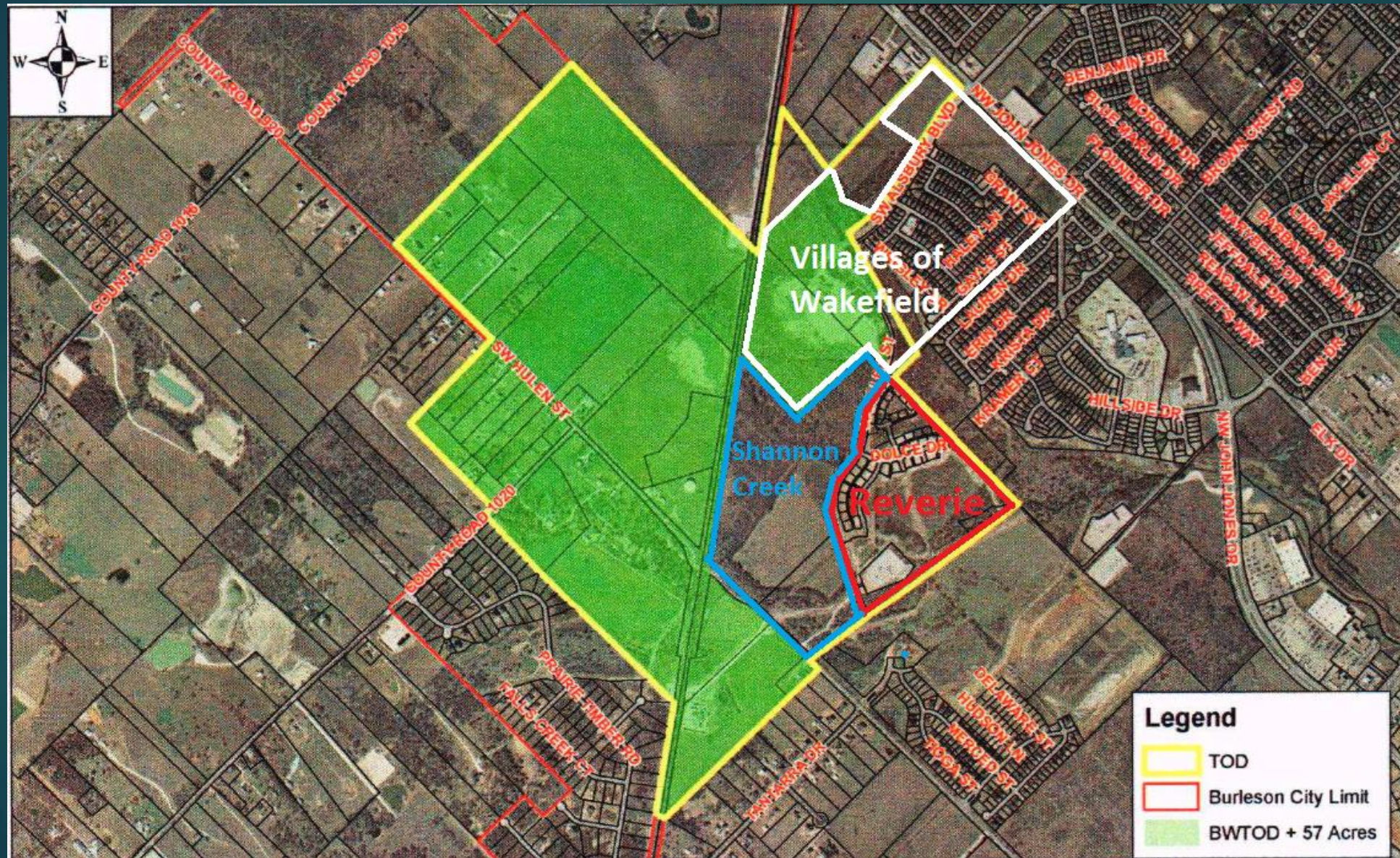
- Currently no legislation exists that would indemnify BNSF for the use of their rail system

TOD District Densities

- ▶ 141 acres of the TOD District were down-zoned in 2018, to decrease densities at the request of the property owners
- ▶ Remaining residential densities in TOD:
 - ▶ Minimum allowable units: 4,052 units
 - ▶ Maximum allowable units: 5,712 +

Current TOD District designated and PD zoned areas

8



TOD District Options

- ▶ There are options to reduce the allowable residential density within the TOD District
- ▶ Two options are listed below:
 - ▶ Modification of the existing Planned Development Zoning Regulations
 - ▶ Implementation of a Zoning Overlay
- ▶ These options are not mutually exclusive; both can be pursued

Zoning Modification Option

- ▶ City-initiated outreach to property owners
- ▶ Parcel-by-parcel approach
- ▶ Rezoning is voluntary
- ▶ Owner's are already entitled to TOD District densities
- ▶ Will require zoning flexibility

Zoning Modification Option

11

- ▶ Negotiated, give-and-take process.
- ▶ What will property owners want in exchange for voluntary zoning change?
- ▶ Examples: increased flexibility for home-based businesses; incorporation of additional land uses, reduction of certain standards, etc.
- ▶ Examples: reduction in maximum lot coverage for any non-single-family residential property; inclusion of language to only allow owner occupied townhomes and condos, as proposed to traditional renter multifamily

Zoning Overlay Option

- ▶ Zoning overlay is a tool that allows for an additional layer of land use options and standards in place of the baseline PD zoning
- ▶ Should promote those desired land uses that further the vision for the area
- ▶ May have to incentivize this option through increased flexibility and less stringent regulations to reduce density (e.g. commercial parking requirement)
- ▶ May not be successful in reducing residential density if not utilized

Zoning Overlay Option cont'd.

- ▶ If residential density is reduced by a threshold percentage, then the following incentives for development could be considered:
 - ▶ Reduced parking and/or setbacks requirements
 - ▶ Waiver of development permit and inspection fees
 - ▶ Refund of impact fees
 - ▶ City participation in extending sewer and or streets
 - ▶ Increased allowances for home-based businesses

Zoning Overlay Option cont'd.

14

Residential Density Reduction	Reduction Incentives (examples)
25% reduction of allowable “End Cap” apartment or Live-Work/Urban Loft units	Waiver of permitting and inspection fees; waiver of tap and meter fees, reduced parking to 1.5 spaces per unit for apartment and loft units
40% reduction of allowable “End Cap” apartment or Live-Work/Urban Loft units	All of the above; refund of impact fees; requires 10 acre minimum acre project size
50% reduction of allowable “End Cap” apartment units or Live-work/Urban Loft units	All of the above; City reimburses 100% of sewer and water design and construction (up to a designated cap); requires 15 acre minimum acre project size

Next Steps

- ▶ Zoning Modification Overlay
 - ▶ Conduct outreach efforts
 - ▶ Individual rezoning considerations taken to P&Z Commission and Council

Next Steps

- ▶ Overlay option
 - ▶ Conduct outreach efforts
 - ▶ Draft overlay criteria and discuss with P&Z Commission and Council
 - ▶ Hold public hearings with P&Z and Council
 - ▶ Adopt overlay as an ordinance

Council Options

- ▶ Modify the existing TOD District planned development zoning
- ▶ Create an overlay district for the existing TOD District



City of Burleson

City Council

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

AGENDA INFORMATION SHEET

DEPARTMENT: Development Services
DIRECTOR: Tony McIlwain
DATE: 04/04/2022

SUBJECT

Receive a report, hold a discussion, and provide staff direction regarding the Comprehensive Plan and Midpoint 2020 update. (*Staff Presenter: Tony McIlwain, Director of Development Services*)

Attachments

Staff Memo
Presentation

Respectfully submitted:

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

DEPARTMENT MEMO

DEPARTMENT: Development Services
FROM: Tony McIlwain, Development Services Director
MEETING: April 4, 2022

SUBJECT

Receive a report, hold a discussion, and provide staff direction regarding the Comprehensive Plan and Midpoint 2020 update. (Staff Presenter: Tony McIlwain, Director of Development Services)

SUMMARY:

The purpose of this presentation is to provide the City Council a briefing on the City's adopted Comprehensive Plan and the Imagine Burleson 2020 Midpoint Update. The presentation will provide information and detail in the following areas:

- What is a Comprehensive Plan?
- Relevance to state law
- How is the Comprehensive Plan used?
- Midpoint 2020 Update

The City of Burleson's Comprehensive Plan (i.e. Plan), commonly known as Imagine Burleson: Roadmap to 2030, was adopted on April 19, 2010. The document detailed the City's vision for future growth, as well as several core values and strategies. It is basically the City's roadmap for policy-making and action strategies for future growth and development. Most recently, the City has completed an update to the Plan known as Imagine Burleson: Comprehensive Plan 2020 Midpoint Update (i.e. Midpoint). This planning document is a recalibration of the Plan to reflect current conditions and expectations. It is not a full update of the Comprehensive Plan; rather "it is intended to provide current guidance regarding the community's vision and values, future land use planning, and updated implementation actions."

The Midpoint lists six core values in the areas of mobility, neighborhoods, parks, place-making, economic development and resiliency. Staff will discuss the role of the Plan, its relationship to zoning decisions, land use policies, community character and the effect of the Future Land Use Map.

OPTIONS:

1. Take no action. This presentation is for informational purposes.

RECOMMENDATION:

No action of the Council is needed at this time. City staff is continuing to implement short term action strategies contained within the Midpoint.

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

December 14, 2020 – The City Council voted to approve the Imagine Burleson: Comprehensive Plan 2020 Midpoint Update

April 19, 2010 – The City voted to approve the Imagine Burleson: Roadmap to 2030 Comprehensive Plan

FISCAL IMPACT:

None

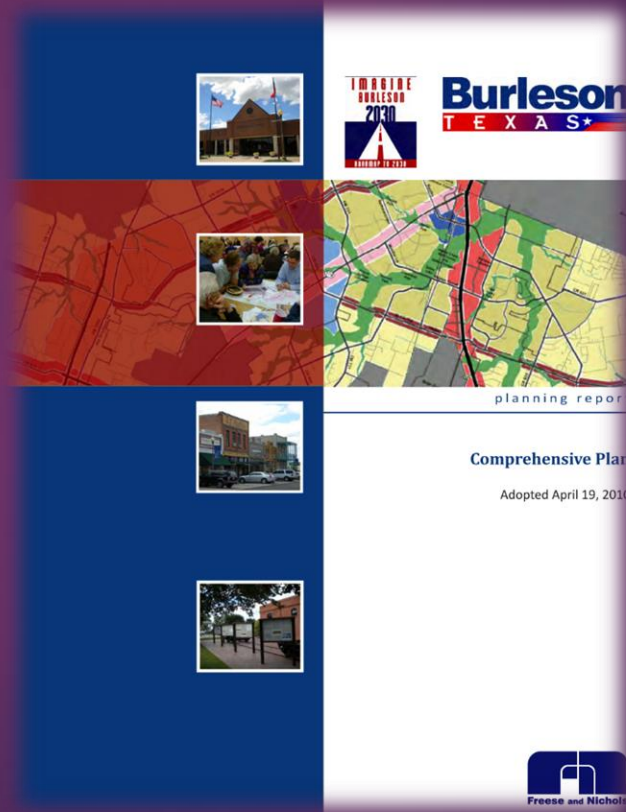
STAFF CONTACT:

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Development Services

Comprehensive Plan & 2020 Midpoint Update

April 4, 2022



THE CITY OF
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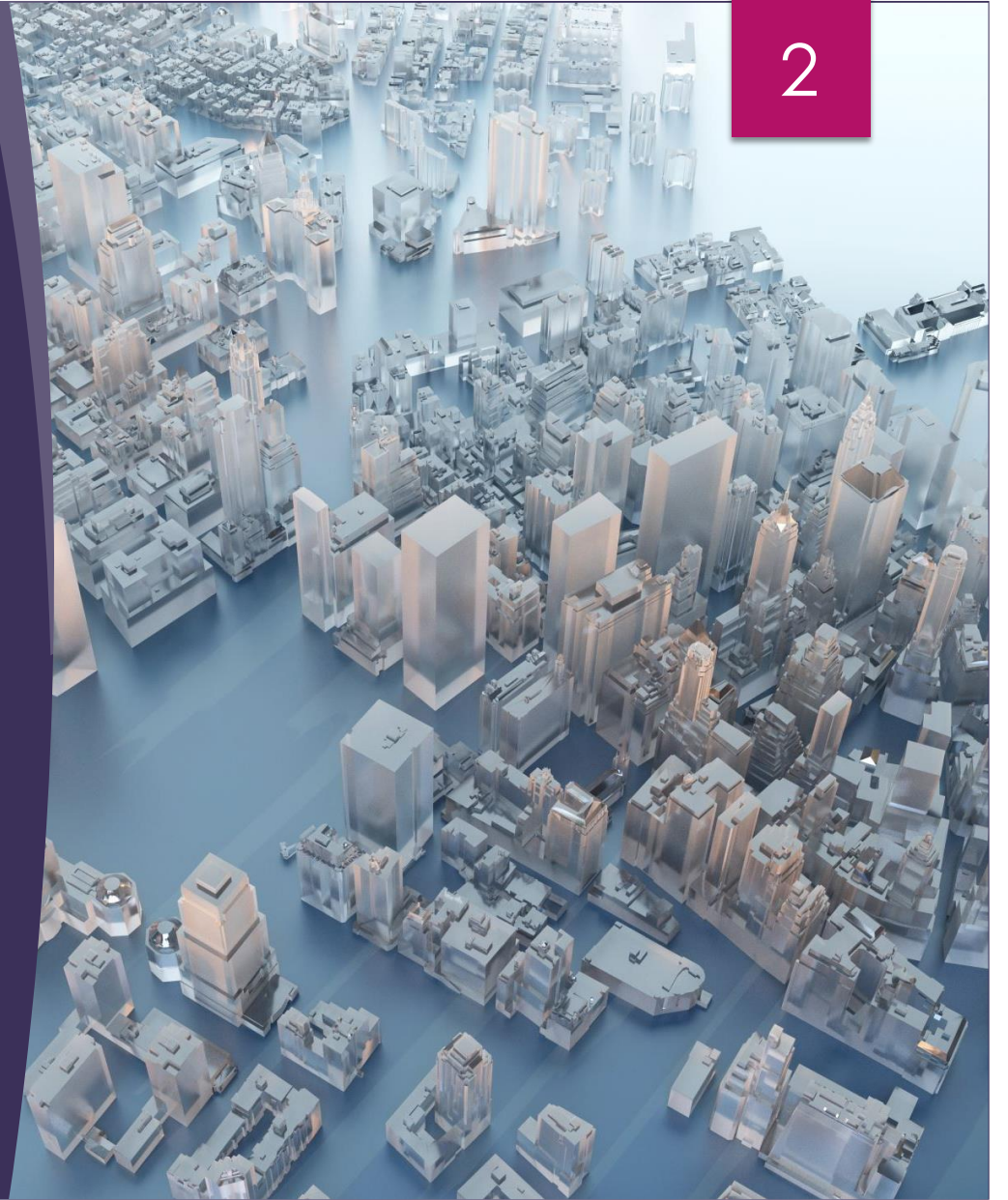
Imagine Burleson

Comprehensive Plan
2020 Midpoint Update



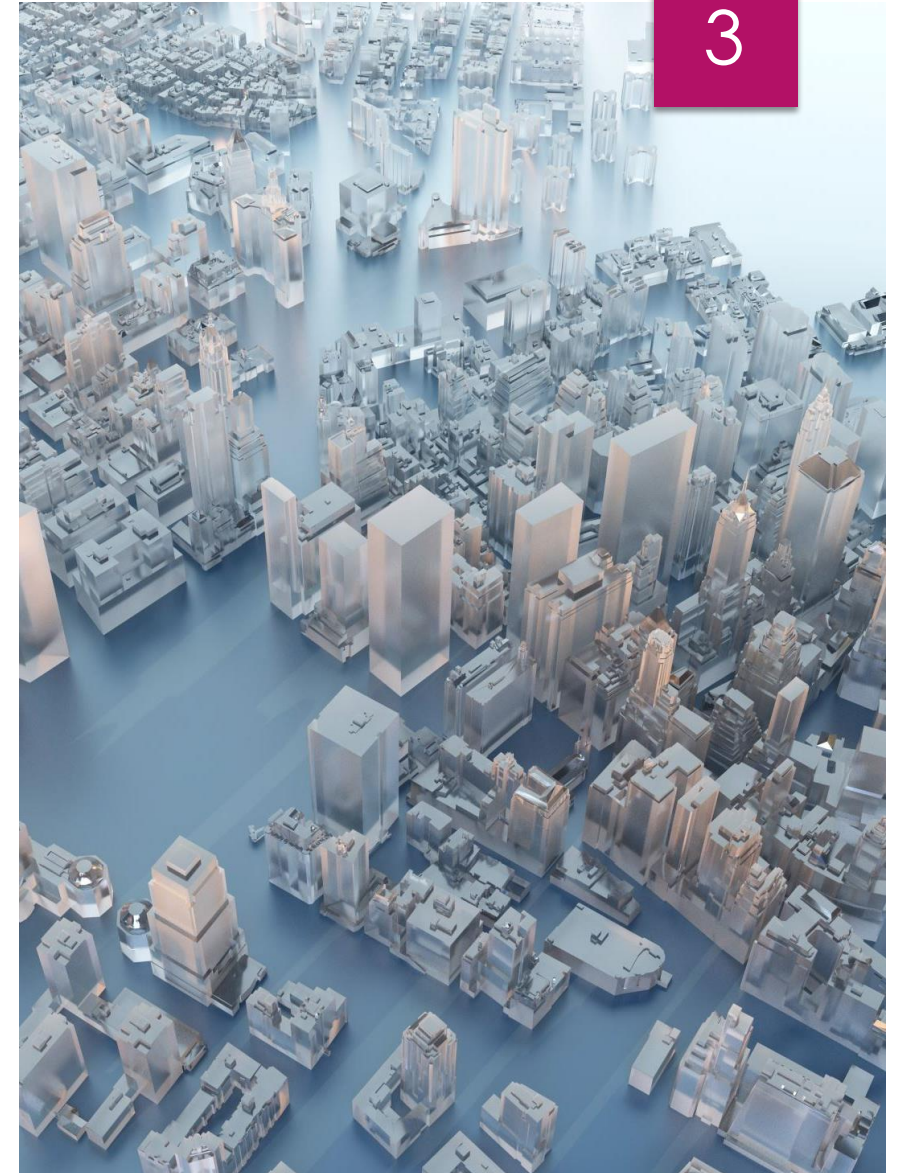
Purpose and Scope

- ▶ The purpose of this presentation is to give an overview of the City's Comprehensive Plan and the 2020 Midpoint Update
- ▶ This presentation is broken into the following topics:
 - ▶ What is a Comprehensive Plan?
 - ▶ Relevance to state law
 - ▶ How is the Comprehensive Plan used?
 - ▶ Midpoint 2020 Update



What is a Comprehensive Plan?

- ▶ A Comprehensive Plan is the communities shared vision of what it wants to be in the future
- ▶ A “Road Map” of how the city will develop over the next 20 years
- ▶ The Plan forms the basis for policy decisions
- ▶ Contains the Future Land Use Map to help guide zoning and annexation decisions
- ▶ Council Adopted the “Imagine Burleson 2030” Comprehensive Plan on April 19, 2010
- ▶ Council Adopted the “Imagine Burleson 2020 Midpoint” Comprehensive Plan Update December 14, 2020
- ▶ Periodic updates are needed and will be reviewed in 3-8 years based on Councils direction



Relevance to state law

- ▶ Chapter 213 of Local Government Code
 - ▶ Establishes Purpose
 - ▶ Promote sound development
 - ▶ Promote public health, safety and welfare
- ▶ Adoption by ordinance
 - ▶ After review by Planning Commission
 - ▶ After public hearing
- ▶ Conformity Requirements
 - ▶ Each zoning change is taken on its own merits allowing for P&Z as well as City Council to deviate from the plan and the future land use map on a case-by-case bases
 - ▶ When there are several developments that differ from the Plan, it indicates a need to review and possibly update the plan and the future land use assumptions
- ▶ Zoning disclaimer “A comprehensive plan shall not constitute zoning regulations or establish zoning district boundaries”

How the Comprehensive Plan is Used?

The Plan forms the basis for policy decisions (Road Map)

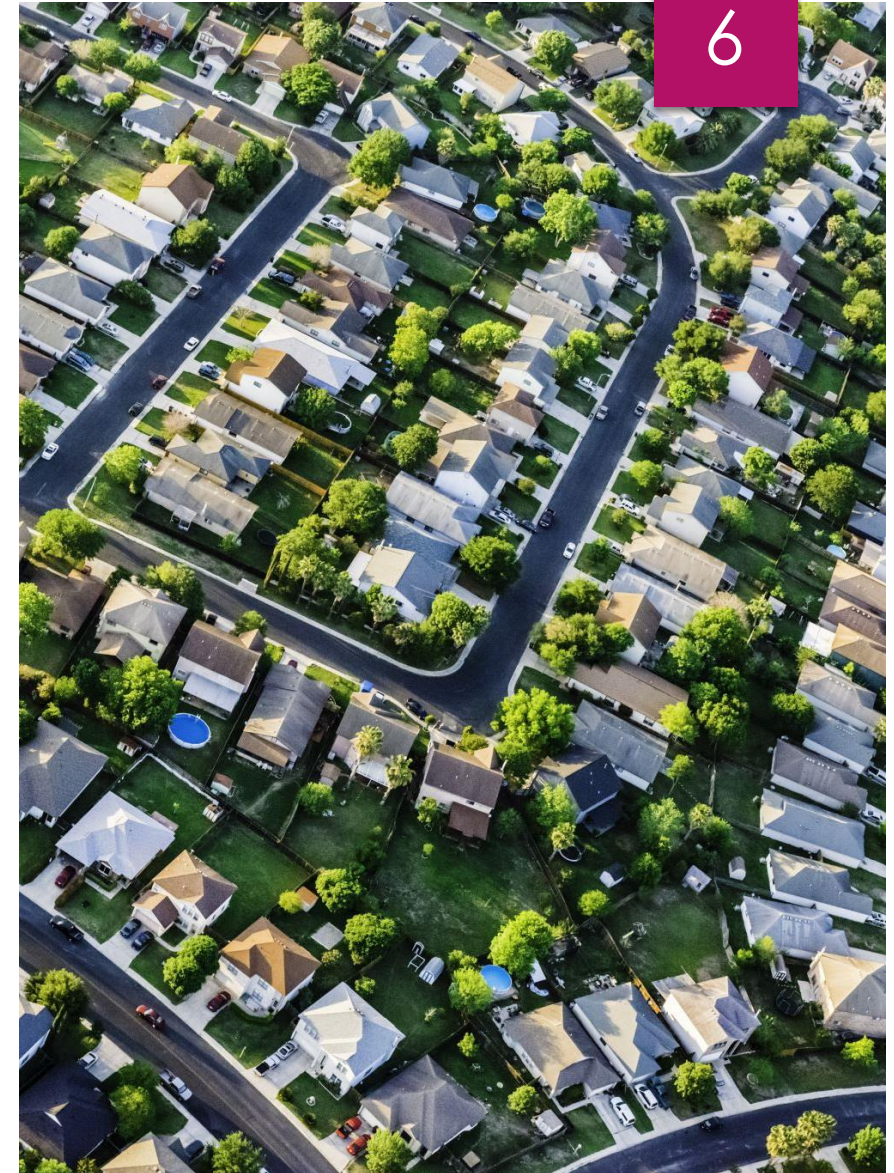
- Used to develop ordinances to direct growth that leads to the vision of the plan
- Short and Long-Term action plans to help realize the Comprehensive plans vision
- Used by Policy-makers and City staff as a guide while reviewing development projects, City Budget, Prioritizing Capital Improvement Projects

Used as a guide for citizens and potential developers

- Compare development requests or projects with the vision and strategies of the plan
- Choose the right project or realign the request to meet the vision and
- Review recommendations and implementation ideas to determine an appropriate development model

Imagine Burleson Comprehensive Plan 2020 Midpoint Core Values

- ▶ We Value
 - ▶ A mobility system that is efficient, connected, attractive and safe
 - ▶ Neighborhoods that are safe, friendly, connected and vibrant
 - ▶ Parks that give people the opportunity to play, learn, exercise, and experience the outdoors
 - ▶ Great places to gather throughout the city
 - ▶ Economic development that creates opportunity, diversifies the tax base and provides residents with choices
 - ▶ A city that is resilient - economically and environmentally sustainable, accountable and transparent



Mobility goals

We value a mobility system that is efficient, connected, attractive and safe.

GOAL 1: Develop or Refine Strategies for Key Corridors

GOAL 2: Foster Walkability and Bikeability

GOAL 3: Encourage a Multi-Modal Transportation System

GOAL 4: Support the Development of Complete Streets

NEIGHBORHOODS Goals

We value neighborhoods that are safe, friendly, connected and vibrant.

8

GOAL 5: Develop Programs to Elevate New Neighborhood Design

GOAL 6: Maintain and Enhance Our Existing Neighborhoods

GOAL 7: Foster Social Connectivity within Neighborhoods

PARKS goals

9

We value parks that give people the opportunity to play, learn, exercise, and experience the outdoors.

GOAL 8:

Pursue Implementation of the 2019 Parks, Trails and Recreation Master Plan

GOAL 9:

Preserve and Increase Access to Natural Areas and Open Space

PLACES goals

We value great places to gather throughout the City.

- | | |
|-----------------|---|
| GOAL 10: | Develop or refine specific planning areas |
| GOAL 11: | Identify and develop arts and cultural programs specific to community character |
| GOAL 12: | Develop a comprehensive plan for City facilities that fosters great placemaking |
| GOAL 13: | Pursue opportunities for public/private partnerships |

Economic development goals

We value Economic Development that creates opportunity, diversifies the tax base, and provides residents with choices.

11

GOAL 14:

Enhance Economic Development Outreach and Implementation

GOAL 15:

Promote Specific Development /Redevelopment Opportunities

Resiliency Goals

12

We value a city that is Resilient – economically and environmentally sustainable, accountable and transparent.

GOAL 16: Update development ordinances and plans on a regular basis

GOAL 17: Improve development reports and presentations

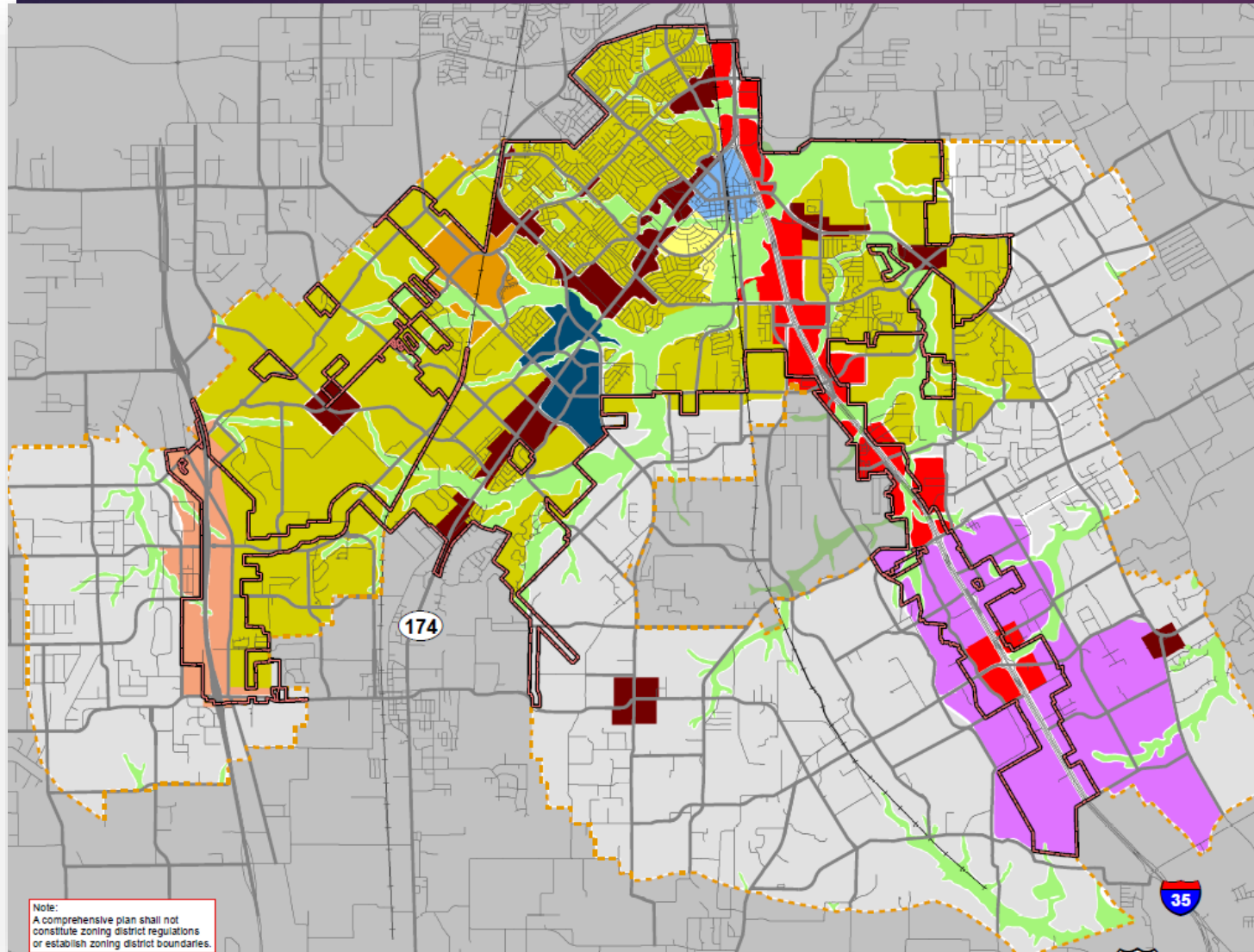
GOAL 18: Develop and refine programs and policies to promote environmental sustainability

GOAL 19: Enhance the City's Communication Strategies

GOAL 20: Ensure the City's fiscal responsibilities and resiliency

Future Land Use Map

13

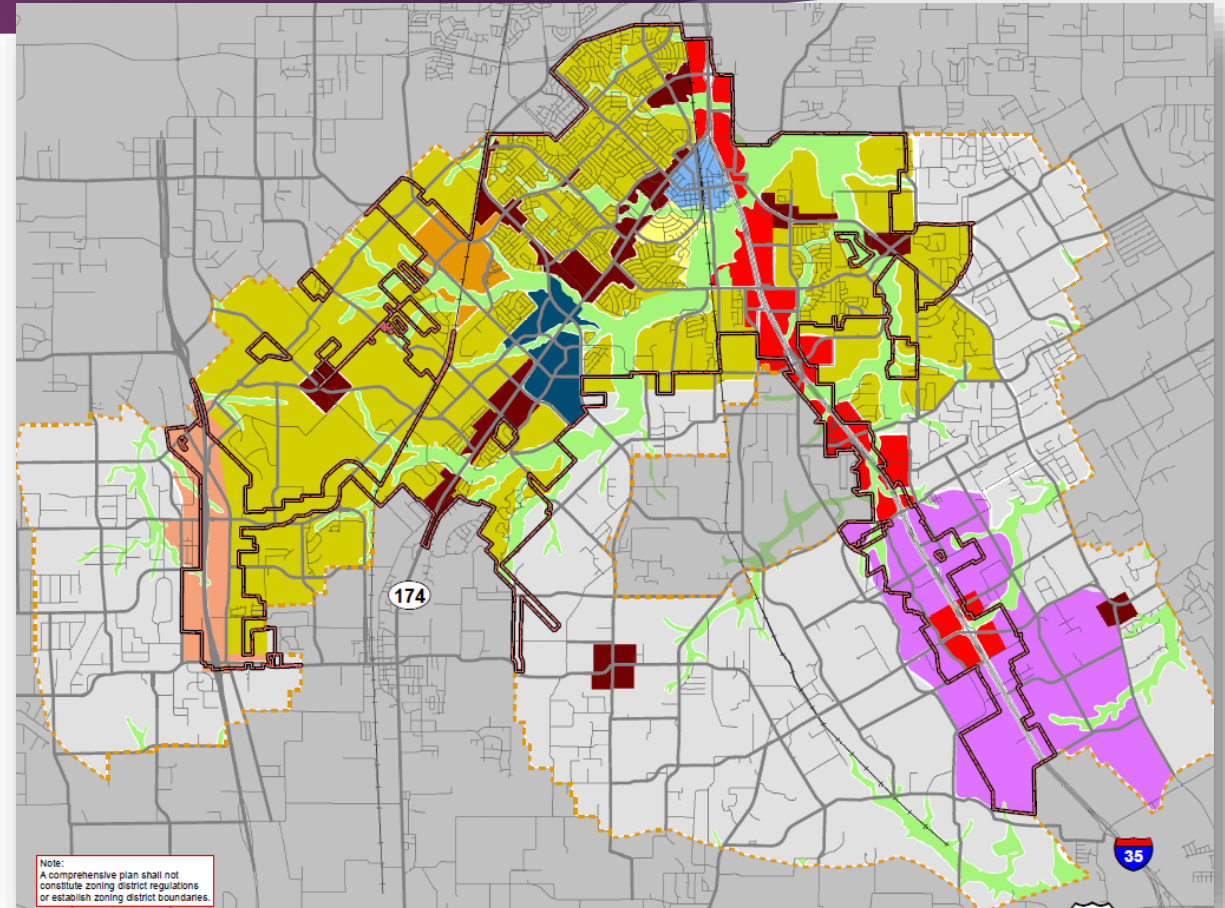


Future Land Use Map

- 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
- City Limit
- ETJ

Future Land Use Map

- Future Land Use Map is a visual representation of the Comprehensive Plan's defined land use categories
- Map used as a tool to help determine if a zoning change request is consistent with the future land use designations
- Map can and should be amended periodically; may not require full-scale update or change of entire Comprehensive Plan



How the Plan works with the Zoning Ordinance

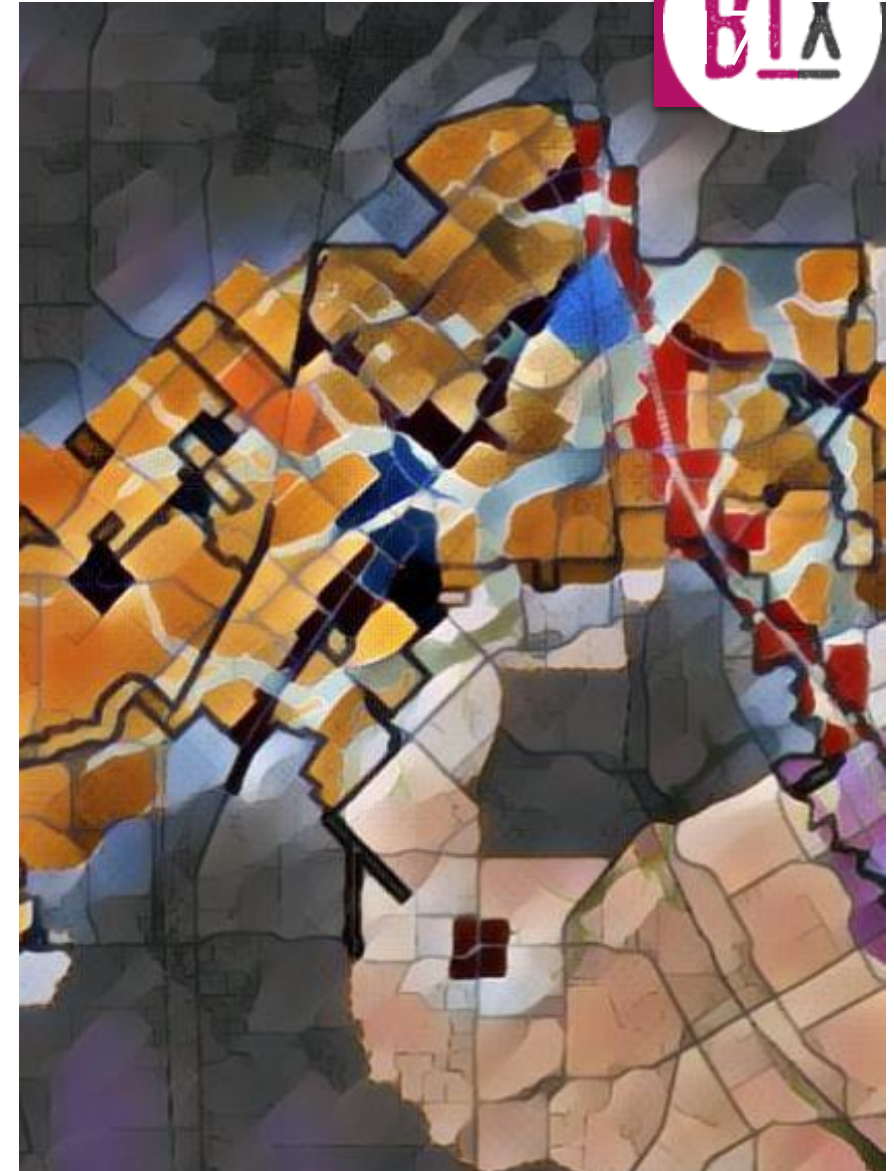
- ▶ The Plan acts as the road map, but the zoning ordinance is the enforcement of the plan or "Rules of the Road"
- ▶ The zoning ordinance sets out how the built environment will look and interact with one another
- ▶ The zoning ordinance may need to be updated to ensure that it allows for the vision of the Plan to be attainable

Examples from Recent and Future Cases

- ▶ Stanford Farms Annexation case was denied
- ▶ Transit Oriented Development (TOD) PD and the arbitrary density assigned to the area

Next Steps

- ▶ Staff has started implementation efforts of the Midpoint Update's short-term action strategies such as:
 - ▶ Update the zoning ordinance
 - ▶ Update the subdivision ordinance
- ▶ Coordinate and budget for longer-term action strategies that will require capital investment
- ▶ Periodic reviews of the Future Land Use Map or revisions where there are conflicts



Questions?
