



**City Council
Regular Meeting Agenda**

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

Monday, June 6, 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

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A. Items to be continued or withdrawn.

B. Items to be withdrawn from Consent Agenda for separate discussion or items to be added to the Consent Agenda.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 1, 2022 special meeting and May 16, 2022 regular meeting. (*Staff Contact: Amanda Campos, City Secretary*)

Attachments

Department Memo
minutes 03.01.22
minutes 05.16.22

- B. Consider approval of a replat of Whispering Meadows Section Two, Lots 8-1 and 8-2, addressed as 8305 Whispering Meadows within the City of Burleson (Case 21-088). (*Staff Contact: Tony McIlwain, Director of Development Services*) (*The Planning and Zoning Commission recommended approval by unanimous vote*)

Attachments

Staff Memo
Location Map
Replat

- C. Consider approval of an amendment to an Engineering Services Contract (CSO#113-01-2015) with Freese and Nichols for the design of Alsbury Blvd to CR 1020 in the amount of \$111,950.00. (*Staff Contact: Eric Oscarson, Director of Public Works*)

Attachments

Department Memo

Staff Presentation
Amendment
Original Contract
Form 1295

- D. Consider approval of a resolution suspending the June 17, 2022, effective date of Oncor Electric Delivery Company's requested rate change to permit the City time to study the request and establish reasonable rates; approving cooperation with the steering committee of cities served by oncor to hire legal and consulting services and to negotiate with the company and direct any necessary litigation and appeals; finding that the meeting at which this resolution is passed is open to the public as required by law; requiring notice of this resolution to the company and legal counsel for the steering committee. *(Staff Contact: Matt Ribitzki, Deputy City Attorney/Compliance Manager)*

Attachments

Department Memo
Presentation
Proposed Resolution

- E. Consider approval of a minute order ratifying the 4A Economic Development Corporation Board's action approving a request for consent to sublease from American Tower Corporation concerning a land lease agreement with Verizon Wireless. *(Staff Contact: Alex Philips, Economic Development Director)*

Attachments

Department Memo
Staff Presentation
Request for Consent

6. **DEVELOPMENT APPLICATIONS**

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

Attachments

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

Exhibit B _CFC Contract

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

Attachments

Department Memo

Staff Presentation

Site Plan

SACC Narrative

7. **GENERAL**

- A. Consider approval of resolution authorizing a real estate contract with RA Development, LTD, and Tarbrax Investments, LTD, as seller, to purchase fee simple title to a 3.96 acre tract of land, more or less, situated in Johnson County, Texas, commonly known as 2241 SW Hulen Street, for 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; and providing an effective date. *(Staff Presenter: Alex Philips, Economic Development Director)*

Attachments

Department Memo

Presentation

Proposed Resolution

8. **REPORTS AND PRESENTATIONS**

- A. Receive a report, hold a discussion and give staff direction regarding an operational overview and proposed FY 2022-2023 budget for the Public Safety Communications Department. *(Staff Presenter: Paul Bradley, Director of Public Safety Communications)*

Attachments

Department Memo

Staff Presentation

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

Attachments

Department memo

Presentation

- C. Receive a report, hold a discussion, and give staff direction regarding the Ellison Street Parking Lot project. *(Staff Presenter: Eric Oscarson, Public Works Director)*

Attachments

Department Memo

Staff Presentation

9. **CITY COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS OR REPORTS**10. **RECESS INTO EXECUTIVE SESSION**

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

- A. **Pending or Contemplated Litigation or to Seek the Advice of the City Attorney Pursuant to Section 551.071**
- B. **Discussion Regarding Possible Purchase, Exchange, Lease, or Value of Real Property Pursuant to Section 551.072**
- 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**
- 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 **1st of June 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: 06/06/2022

SUBJECT

Consider approval of the city council minutes from the March 1, 2022 special meeting and May 16, 2022 regular meeting. *(Staff Contact: Amanda Campos, City Secretary)*

Attachments

Department Memo
minutes 03.01.22
minutes 05.16.22

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: June 6, 2022

SUBJECT:

Consider approval of the city council minutes from the March 1, 2022 special meeting and May 16, 2022 regular council meeting. *(Staff Contact: Amanda Campos, City Secretary)*

SUMMARY:

The City Council duly and legally met on March 1, 2022 special meeting and May 16, 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 SPECIAL MEETING
March 1, 2022
DRAFT MINUTES

Council present:

Victoria Johnson

Jimmy Stanford

Chris Fletcher

Tamara Payne

Ronnie Johnson

Council Absent:

Rick Green

Dan McClendon

Staff present

Bryan Langley, City Manager

Amanda Campos, City Secretary

Matt Ribitzki, Deputy City Attorney

9:10 AM SPECIAL SESSION

2. **Hold a work session where City Council may discuss any and all aspects of the City of Burleson. The City Council will not take any action on topics discussed, but may set priorities and direct staff to place items on future council agendas. Topics that may be discussed include, without limitation, City Council goals and priorities, city management, finance, purchasing, economic development, community development, capital improvement projects, city facilities, streets and infrastructure, transportation, public works, code enforcement, parks and recreation, public safety, municipal court, neighborhood and animal services, permits and inspections, Hidden Creek Golf Course, human resources, utilities, trash and recycling, population growth, planning and zoning, traffic, annexation, intergovernmental relations, city budget, taxes and fees, bonds and debt service, water rates and service, Old Town plaza, boards and commissions, council committees, elections, and events and festivals.**

Bryan Langley, City Manager introduced Lyle Sumek facilitator for the worksession.

Lyle Sumek presented the following to the council for discussion and finalized plan from the October 29, 2022 and the October 30, 2022 worksessions:

- Leadership and Strategic Planning overview
 - Governance – framework for effectiveness
 - City as a team
 - Governance vs Politics
 - Leadership during turbulent times
- Strategic Planning for the city
 - Overview
 - Key elements
 - City service responsible
- Performance Report for 2021

- City performance rating
 - City successes 2021 and the value of community
 - Departmental success 2021 review
- Plan for 2021-2026 a five year plan for the city
 - Goals 2026 and priorities for 2021-2026

Mayor Fletcher adjourned the meeting.

Time: 12:00 p.m.

Amanda Campos
City Secretary

BURLESON CITY COUNCIL REGULAR MEETING

May 16, 2022

DRAFT MINUTES

ROLL CALL

Council present:

Victoria Johnson

Jimmy Stanford

Chris Fletcher

Tamara Payne

Dan McClendon

Ronnie Johnson

Council Absent:

Rick Green

Staff present

Bryan Langley, City Manager

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 – 5:31 PM**

Invocation – Kim Kimble, founder of Hope Encounter Ministries of North Texas.

Pledge of Allegiance to the US Flag

Texas Pledge

2. **PUBLIC PRESENTATIONS**

A. Proclamations

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

B. Presentations

- Presentation of Public Works Week. (*Staff Presenter: Eric Oscarson, Director of Public Works*)

C. Community Interest Items

- Recognize Mother's Day.
- Council member Payne acknowledged City Secretary's Office, City Managers, Mayor, City Council, and staff for reaching out after the passing of her mother-in-law.
- Early voting for the Primary run-off starts May 16th and Election day on May 24th.
- Recognized Police Memorial Week.

- Thank you to all the voters who came out during the Burleson special bond election.
- Super Safety Saturday is this Saturday, May 21st.
- City on the Hill festival at Burleson High School Stadium on Saturday, May 21st.

3. CHANGES TO POSTED AGENDA

A. Items to be continued or withdrawn

- None.

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

- None.

4. CITIZEN APPEARANCES

- Debbie McDonald, 1141 Morgan Drive, online speaker card had concerns with city debit, valet services in Old Town, council pay, apartments and council term limits.

5. CONSENT AGENDA

A. Minutes from the May 2, 2022 special work session meeting and regular meeting. (Staff Contact: Amanda Campos, City Secretary).

Motion made by Tamara Payne and seconded by Victoria Johnson to approve.

Motion passed 6-0-1, with Rick Green absent.

B. CSO#2064-05-2022, minute order appointing voting membership of the Mayor's Youth Council to serve terms commencing June 1, 2022. (Staff Contact: Amanda Campos, City Secretary).

Motion made by Tamara Payne and seconded by Victoria Johnson to approve.

Motion passed 6-0-1, with Rick Green absent.

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

Motion made by Tamara Payne and seconded by Victoria Johnson to approve.

Motion passed 6-0-1, with Rick Green absent.

D. CSO#2065-05-2022, minute order appointing Dr. John K. Griswell, M.D., to a two-year term beginning April 4, 2022, as health authority designee to serve in the absence or incapacity of Dr. Steve Martin and administer state and local laws relating to public health in the City in accordance with Chapter 121 of the Texas Health Code. (Staff Contact: K.T. Freeman, Fire Chief)

Motion made by Tamara Payne and seconded by Victoria Johnson to approve.

Motion passed 6-0-1, with Rick Green absent.

- E. CSO#2066-05-2022, ordinance appointing Terri Wilson, as Associate Municipal Court Judge for the Burleson Municipal Court of Record for a term of two years, expiring on February 4, 2024. (Final Reading) (Staff Contact: Amanda Campos, City Secretary)**

Motion made by Tamara Payne and seconded by Victoria Johnson to approve.

Motion passed 6-0-1, with Rick Green absent.

- F. CSO#2067-05-2022, minute order to formally reject bids for ITB 2022 - 008 for a Pipe & Appurtenance contract. (Staff Contact: Eric Oscarson, Public Works Director)**

Motion made by Tamara Payne and seconded by Victoria Johnson to approve.

Motion passed 6-0-1, with Rick Green absent.

- G. CSO#2068-05-2022, resolution increasing the reimbursement amount to R.A. Development, Ltd., for sewer construction costs pursuant to an existing Chapter 380 and Economic Development and Performance Agreement in an amount not to exceed \$200,000. (Staff Contact: Eric Oscarson, Public Works Director)**

Motion made by Tamara Payne and seconded by Victoria Johnson to approve.

Motion passed 6-0-1, with Rick Green absent.

6. DEVELOPMENT APPLICATIONS

- A. CSO#2069-05-2022, ordinance amending ordinance B-582, the zoning ordinance of the City of Burleson, Texas, by amending the official zoning map and changing the zoning on approximately 2.9 acres of land, addressed as 8304 Whispering Meadows Rd, known as lot Lot 25R, being a portion of Lot 25, Whispering Meadows an addition to Johnson County, Texas, from A, Agricultural to SFE, Single-family Estate, making this ordinance cumulative of prior ordinances, providing a severability clause; providing a penalty clause, and providing for an effective date. 8304 Whispering Meadows Rd, Lot 25R, of Whispering Meadows (Case 22-035). (First and Final Reading) (Staff Presenter: Tony McIlwain, Director of Development Services) (The Planning and Zoning Commission recommended approval unanimously.)**

Tony McIlwain, Director of Development Services, presented Case 22-035 to the city council.

Mayor Fletcher opened the public hearing. **Time: 5:53 p.m.**

No speakers.

Mayor Fletcher closed the public hearing. **Time: 5:53 p.m.**

Motion made by Jimmy Stanford and seconded by Dan McClendon to approve.

Motion passed 6-0-1, with Rick Green absent.

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

Tony McIlwain, Director of Development Services, presented Case 21-141 to the city council.

Motion made by Tamara Payne and seconded by Victoria Johnson to continue Case 21-141 until June 6, 2022.

Motion passed 6-0-1, with Rick Green absent.

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

Tony McIlwain, Director of Development Services, presented Case 21-099 to the city council.

Motion made by Ronnie Johnson and seconded by Tamara Payne to approve Case 21-099.

Motion passed 6-0-1, with Rick Green absent.

7. GENERAL

- A. CSO#2070-05-2022, cost sharing agreement with Jackson Shaw for pre-development services at 555 and 295 Hidden Creek Boulevard not to exceed \$179,312.50 and authorizing the City Manager to execute documents associated with the pre-development services. (Staff Presenter: Alex Philips, Economic Development Director)**

Alex Philips, Economic Development Director, presented an agreement to the City Council.

Motion made by Tamara Payne and seconded by Victoria Johnson to approve.

Motion passed 6-0-1, with Rick Green absent.

- B. CSO#2071-05-2022, interlocal agreement with the City of Cleburne for regional transportation services known as CleTran in the amount not to exceed \$216,125 for five years. (Staff Presenter: Eric Oscarson, Public Works Director)**

Eric Oscarson, Public Works Director, presented an interlocal agreement to the City Council.

Motion made by Victoria Johnson and seconded by Jimmy Stanford to approve.

Motion passed 6-0-1, with Rick Green absent.

- C. CSO#2072-05-2022, resolution to request that the Regional Transportation Council place the City of Burleson in a City-only Membership Cluster. (Staff Presenter: Tommy Ludwig, Deputy City Manager)**

Tommy Ludwig, Deputy City Manager, presented a resolution to the City Council.

Motion made by Jimmy Stanford and seconded by Victoria Johnson to approve.

Motion passed 6-0-1, with Rick Green absent.

- D. CSO#2073-05-2022, resolution authorizing the Texas Coalition for Affordable Power to negotiate an electric supply agreement effective January 1, 2023, on the City's behalf and authorize the City Manager to execute the subsequent contract. (Staff Presenter: Justin Scharnhorst, Purchasing Manager)**

Matt Ribitzki, Deputy City Attorney, presented a resolution and agreement to the City Council.

Council member Victoria Johnson left the dais at 7:20 p.m. and returned at 8:54 p.m.

Margaret Summery, TCAP president came forward to answer Council questions.

Motion made by Dan McClendon and seconded by Tamara Payne to approve the resolution with TCAP advice before executing the agreement.

Motion passed 5-0-1, with Rick Green absent.

- E. CSO#2074-05-2022, ordinance canvassing the May 7, 2022 Special Bond Election. (First and Final Reading) (Staff Presenter: Amanda Campos, City Secretary)**

Amanda Campos, City Secretary presented an ordinance canvassing the May 7, 2022 Special Bond Election to City Council.

Motion made by Jimmy Stanford and seconded by Tamara Payne to approve.

Motion passed 5-0-1, with Rick Green absent.

RECESS AND BACK TO ORDER

Mayor Fletcher recessed for a short break at 7:42 p.m. and called the meeting back to order at 8:54 p.m. with all members present.

8. REPORTS AND PRESENTATIONS

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

Eric Oscarson, Public Works Director, gave an overview of the Water and Wastewater Masterplan. Michelle McCullough, Assistant Public Works Director, reported on the details of the Water and Wastewater Masterplan including methodology, growth analysis, capital improvements, and impact fees.

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

DeAnna Phillips, Community Services Director, reported on the outdoor kiosk signage.

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

Martin Avila, Finance Director, gave a financial overview of the General Debit Service Fund and reported on the FY 2022-2023 annual budget.

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

K.T. Freeman, Fire Chief, gave an operational overview on the proposed FY 2022-2023 Fire Department budget.

9. CITY COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS OR REPORTS

- Outdated wayfinding signs update

10. RECESS INTO EXECUTIVE SESSION

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

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

- Land use, design standards, and density in the City's transit-oriented development district
- B. Discussion Regarding Possible Purchase, Exchange, Lease, or Value of Real Property Pursuant to Section 551.072**
 - Discuss and receive direction on certain parcels of real property for municipal purposes where deliberation in open session would have a detrimental effect on the position of negotiations with third parties
 - 921 S Burleson Blvd in Burleson, Johnson County, Texas
- C. Deliberation regarding a negotiated contract for a prospective gift or donation to the state or the governmental body Pursuant to Section 551.073**
- D. Personnel Matters Pursuant to Section 551.074**
- E. Deliberation regarding (1) the deployment, or specific occasions for implementation of security personnel or devices; or (2) a security audit Pursuant to Sec. 551.076**
- F. Deliberation Regarding Commercial or Financial Information Received from or the Offer of a Financial or Other Incentive made to a Business Prospect Seeking to Locate, Stay or Expand in or Near the Territory of the City and with which the City is conducting Economic Development Negotiations Pursuant to Section 551.087**
 - Hyder Ranch
 - Project Beacon
- G. Pursuant to Sec. 418.183(f), deliberation of information related to managing emergencies and disasters including those caused by terroristic acts (must be tape recorded)**

Motion was made by Jimmy Stanford and seconded by Tamara Payne to convene into executive session at 9:35 p.m.

Motion passed 6-0-1, with Rick Green absent.

Motion was made by Victoria Johnson and seconded by Tamara Payne to reconvene into open session at 10:00 p.m.

Motion passed 6-0-1, with Rick Green absent.

ADJOURNMENT

Motion made by Jimmy Stanford and Dan McClendon to adjourn.

Mayor Fletcher adjourned the meeting at 10:01 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
CASE MANAGER: Lidon Pearce
DATE: 06/06/2022

SUBJECT

Consider approval of a replat of Whispering Meadows Section Two, Lots 8-1 and 8-2, addressed as 8305 Whispering Meadows within the City of Burleson (Case 21-088). *(Staff Contact: Tony McIlwain, Director of Development Services) (The Planning and Zoning Commission recommended approval by unanimous vote)*

Attachments

Staff Memo
Location Map
Replat

Respectfully submitted:

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

DEPARTMENT MEMO

DEPARTMENT: Development Services

FROM: Lidon Pearce

MEETING: May 10, 2022

SUBJECT:

Replat of Whispering Meadows Section Two, Lots 8-1 and 8-2, addressed as 8305 Whispering Meadows within the City of Burleson (Case 21-088).

SUMMARY:

On July 12, 2021, an application for a replat, including approximately 6.05 acres was submitted by Kris Shelley, representing Texas Land Surveyors, on behalf of the owner Kimberly Gilbreath. The purpose of this replat is to create Lot 8-1 (3.02 acres) and Lot 8-2 (3.03 acres) from the previously platted Lot 8, for single-family use. The property is zoned A, Agriculture and both proposed lots meet the minimum required lot size of 3 acres. The application is administratively complete and meets the requirements of Appendix A - Subdivision and Development regulations.

OPTIONS:

1. Recommend approval of the replat; or
2. Recommend denial of the replat

RECOMMENDATION:

Recommend approval of the replat of Whispering Meadows Section Two, Lots 8-1 and 8-2, addressed as 8305 Whispering Meadows within the City of Burleson (Case 21-088).

FISCAL IMPACT:

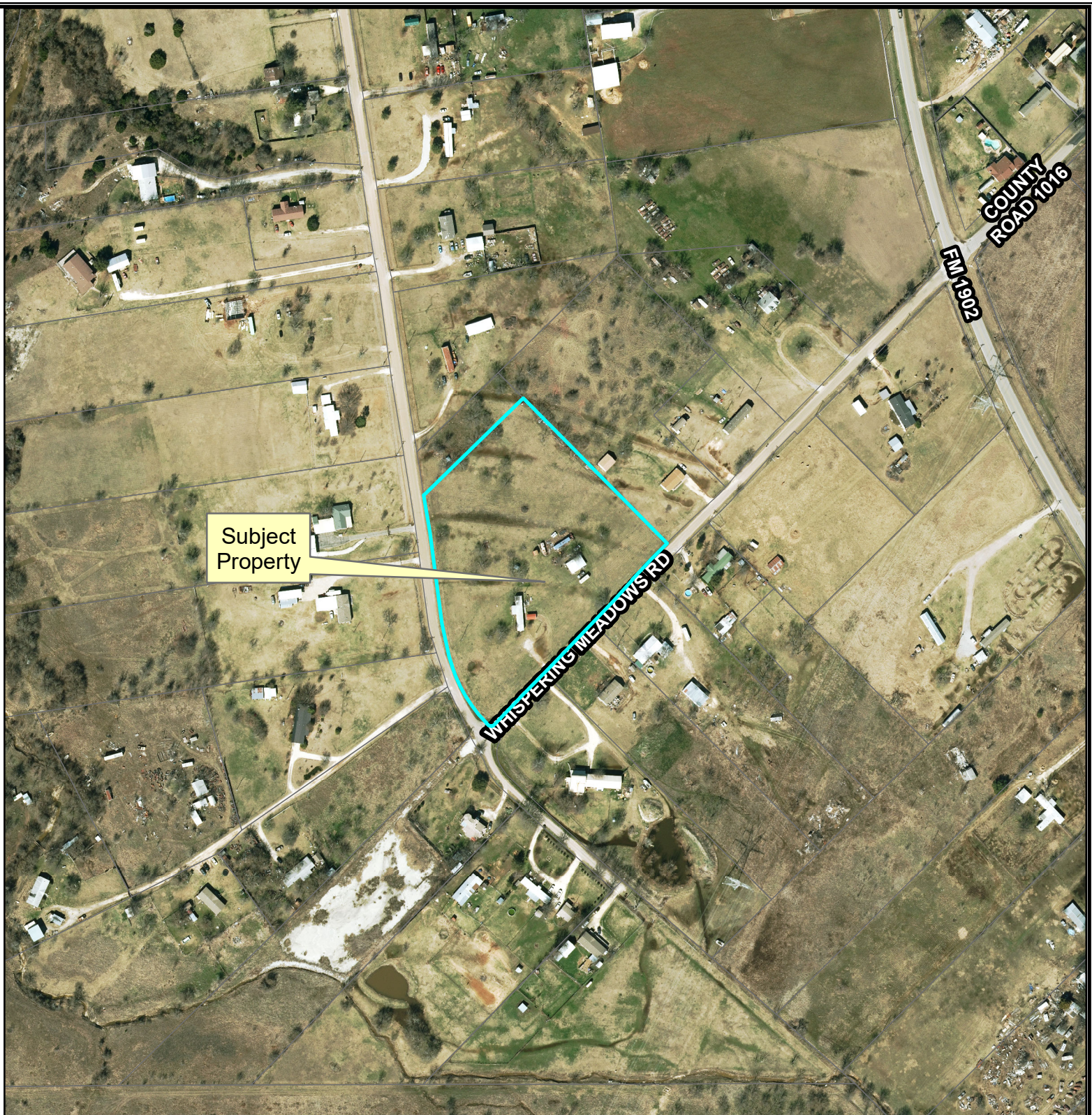
None

PUBLIC NOTIFICATION:

None required

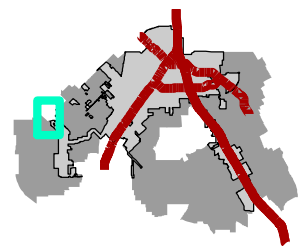
STAFF CONTACT:

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



THE CITY OF
BURLESON
TEXAS

**Whispering Meadows
Sectin Two
Lots 8-1 & 8-2, Block 1
Replat
Case 21-088**



Vicinity Map

Duties of Developer/Property Owner

The approval and filing of this plat by Johnson County does not relieve the developer of the property or owner of the property of any duty to comply with all local, state or federal law of the jurisdictions in which the property is located.

The approval and filing of this plat by Johnson County does not relieve the developer of the property or owner of the property of any duty to any adjacent or downstream property owner or impose, impute or transfer any duty of liability to Johnson County, the Commissions, officials or employees of Johnson County.

Johnson County makes no representation that the creeks, streams, rivers, drainage channels or other drainage structures, devices or features portrayed hereon or actually existing on the property portrayed by this plat do not violate the statutes or common law of an incorporated city, Johnson County, the State of Texas or the United States.

Johnson County is relying upon the surveyor whose name is affixed hereon to make accurate and truthful representations upon which Johnson County can make determinations regarding the approval or disapproval of this plat.

Indemnity

The property developer submitting this plat to Johnson County for approval and the owner of the property, the subject of this plat do hereby agree to jointly and severally indemnify and hold harmless Johnson County and the Commissions, officials and employees of Johnson County from any and all claims or damages resulting from or allegedly arising from Johnson County's approval or filing of this plat or construction documents associated therewith.

STATE OF TEXAS

COUNTY OF JOHNSON

FIELD NOTE DESCRIPTION of 6.05 acres of land situated in the J. D. Myers Survey, Abstract No. 577, in Johnson County, Texas and being all of Lot 8, Section Two of Whispering Meadows, a subdivision of record in Vol. 6, Page 49, Plat Records of Johnson County, Texas (PR) and an undesignated tract of land shown in said Vol. 6, Pg. 49, PR. Said 6.05 acres of land being all that certain tract of land described in a deed recorded Aug. 8, 2018 to Kimberly J. Gilbreath of record in Doc. No. 2018-21893, Official Public Records of Johnson County, Texas. Said 6.05 acres of land was surveyed by R. P. Shelley, RPLS 4540, on April 14, 2021 and is more particularly described by metes and bounds as follows:

BEGINNING at a mag nail in a disk marked RPLS 4540 set in the southeasterly line of a 60-foot-wide roadway easement of record in Vol. 6, Pg. 49, PR, same being the most southerly corner of Lot 7-R-1, Whispering Meadows, Section Two, of record in Vol. 9, Pg. 774, PR, same also being the most easterly corner of said Lot 8, said Gilbreath tract of land and this 6.05 acre tract of land;

THENCE with the southeasterly line of said 60-foot-wide roadway easement, Lot 8, said Gilbreath tract of land and this 6.05 acre tract of land, South 44°20'53" West for a distance of 590.12 feet to a mag nail in a disk marked RPLS 4540 set at the intersection of the southeasterly line of said 60 foot wide roadway easement with the centerline of another 60 foot wide roadway easement (Vol. 6, Pg. 49, PR) and being the most southerly corner of said Lot 8, said Gilbreath tract of land and this 6.05 acre tract of land;

THENCE with the center of said 60 foot wide roadway easement, same being the southwesterly line of said Lot 8, said Gilbreath tract of land and this 6.05 acre tract of land for the following three courses:

1. North 45°39'07" West for a distance of 31.98 feet to a mag nail in a disk marked RPLS 4540 set at the beginning of a curve to the right;
2. With said curve to the right having a radius of 305.10 feet, a delta angle of 36°18'20", an arc length of 193.33 feet, a chord bearing of North 27°30'12" West and a chord distance of 190.11 feet to a mag nail set in a disk marked RPLS 4540 at the end of said curve;
3. North 09°21'27" West for a distance of 437.80 feet to a mag nail set in a disk marked RPLS 4540 at the most westerly corner of said Gilbreath tract of land, said unidentified tract of land and this 6.05 acre tract of land;

THENCE with the northwesterly line of said Gilbreath tract of land, said unidentified tract of land and this 6.05 acre tract of land, North 44°11'13" East for a distance of 271.77 feet to a 1/4 inch iron rod with red plastic cap marked RPLS 4540 set at the most westerly corner of Lot 7-R-1, same being the most northerly corner of said Gilbreath tract of land, said unidentified tract of land and this 6.05 acre tract of land;

THENCE with the common line between said Lot 7-R-1, said Gilbreath tract of land, said unidentified tract of land and this 6.05 acre tract of land, South 45°39'07" East at 49.21 feet passing the most northerly corner of said Lot 8 and continuing along the northeasterly line of said Lot 8 for a total distance of 566.21 feet to the POINT OF BEGINNING.

FLOOD PLAIN NOTE - According to FEMA Flood Hazard Map, 48251C0160J, dated Dec. 4, 2012, the subject property is situated in Zone X, a 0.2% Annual Chance Flood Hazard.

TEXAS LAND SURVEYORS
475 CR 4175
Cranfills Gap, Texas 76637
(254) 253 0946
rickshelley@gmail.com
Firm No. 10194621

SURVEYOR'S DECLARATION

I hereby declare that this plat was prepared from an actual survey made on the ground.

R. P. Shelley, RPLS 4540

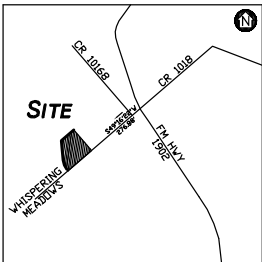
SURVEYOR

Texas Land Surveyors
475 CR 4175
Cranfills Gap, Texas 76637
Contact: Rick Shelley, RPLS
Phone 254 253 0946

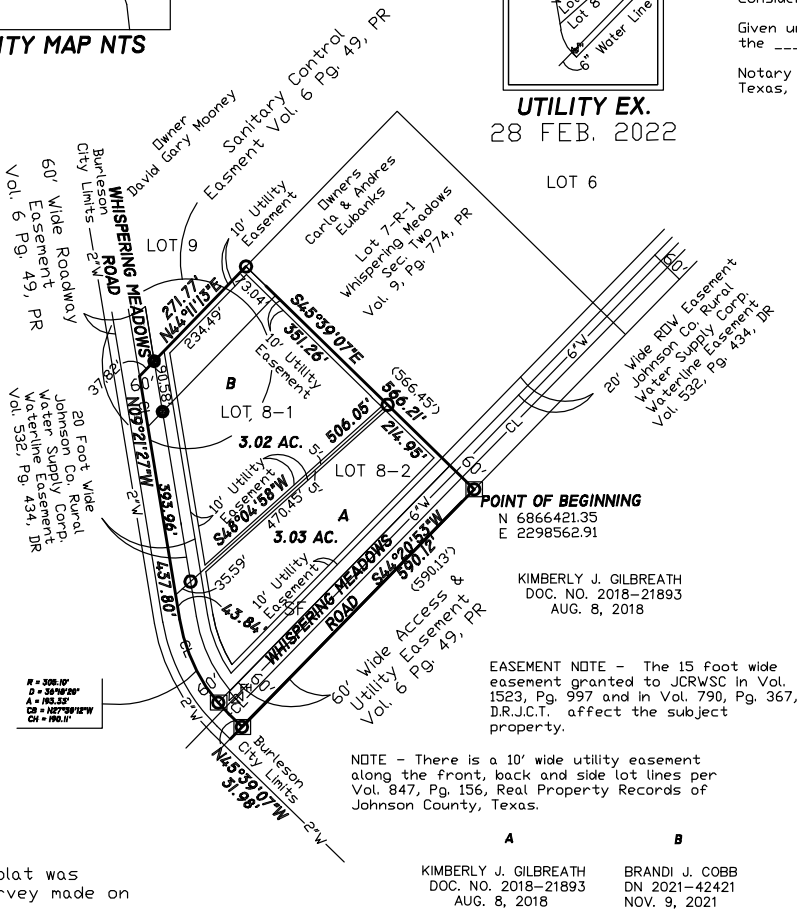
CASE NO. 21-088

REPLAT
LOT 8 -1 AND LOT 8 - 2
WHISPERING MEADOWS
SECTION TWO

Being a revision of Lot 8, Whispering Meadows, Section Two, an Addition situated in the J. D. Myers Survey, Abstract No. 577, and recorded in Vol. 6, Pg. 49, Plat Records of Johnson County, Texas.



VICINITY MAP NTS



SURVEYOR'S NOTES

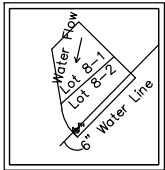
1. Bearings, distances and coordinates are grid and are based on The Texas Coordinate System, Central Zone, NAD83.
2. The undersigned surveyor conducted research of official public records that focused on the boundary of the subject property.
3. This survey was conducted without benefit of a title commitment.
4. Vol. 1523 Pg. 997 grants a 15' wide water line easement centered on the line as constructed. The undersigned surveyor is uncertain as to the location of this line.
5. The 10' wide utility easements shown hereon are of record in Vol. 847, Pg. 156, DR.



Scale: 1" = 100'
1 INCH = 100 FT.
CASE NO. 21-088

LEGEND

- - Iron Rod Fnd. unless otherwise noted
- ☐ - Mag Nail in Disk RPLS 4540
- - 1/2" Iron Rod RPLS 4540 Cap Set
- CL - Center Line Right of Way
- FH - Fire Hydrant
- W - Water Line
- SF - Approx. Loc. Septic Fld.



UTILITY EX.
28 FEB. 2022

NOW, THEREFORE, KNOWN ALL MEN BY THESE PRESENTS
That I, Kimberly J. Gilbreath, do hereby certify that I am the owner of 3.03 acres of land being a remaining portion of Lot 8 as shown on the plat of Whispering Meadows, of record in Vol. 6, Pg. 49, Plat Records of Johnson County, Texas and described in a deed recorded Aug. 6, 2018 to Kimberly J. Gilbreath of record in Doc. No. 2018-21893, Official Public Records of Johnson County, Texas. I do hereby adopt this plat as Lot 8-1 and Lot 8-2, Whispering Meadows, Section Two, an addition to Johnson County, Texas and do hereby dedicate to the public use, without reservation, the rights of way and easements shown hereon.

Owner Lot 8-2: Kimberly J. Gilbreath
8305 Whispering Meadows Rd.
Joshua, Texas 76058

Know all men by these presents
That I, _____, do agree with this re-plat as shown on this day ____ of _____, 2022.

By _____
Kimberly J. Gilbreath

THE STATE OF TEXAS
Before me, Notary Public in and for the State of Texas, on this day personally appeared, Kimberly J. Gilbreath, the Owner of the above described tract of land, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office, the ____ day of June, 2021.

Notary Public in and for the State of Texas, Commission Expiration: _____

NOW, THEREFORE, KNOWN ALL MEN BY THESE PRESENTS
That I, Brandi J. Cobb, do hereby certify that I am the owner of 3.02 acres of land out of Lot 8 as shown on the plat of Whispering Meadows, of record in Vol. 6, Pg. 49, Plat Records of Johnson County, Texas and described in a deed recorded Nov. 9, 2021 to Brandi J. Cobb, of record in Instr. No. 42421, Official Public Records of Johnson County, Texas. I do hereby adopt this plat as Lot 8-1 and Lot 8-2, Whispering Meadows, Section Two, an addition to Johnson County, Texas and do hereby dedicate to the public use, without reservation, the rights of way and easements shown hereon.

Owner: Brandi J. Cobb
8305 Whispering Meadows Rd.
Joshua, Texas 76058

Know all men by these presents
That I, _____, do agree with this re-plat as shown on this day ____ of _____, 2022.

By _____
Brandi J. Cobb

THE STATE OF TEXAS
Before me, Notary Public in and for the State of Texas, on this day personally appeared, Kimberly J. Gilbreath, the Owner of the above described tract of land, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office, the ____ day of June, 2021.

Notary Public in and for the State of Texas, Commission Expiration: _____

ZONING - According to the City of Burleson, the subject property is zoned A - Agricultural.

The City of Burleson reserves the right to require minimum finish floor elevation on any lot within this subdivision. The minimum elevations shown are based on the most current information available at the time the plat is filed and may be subject to change.

This plat does not alter or remove existing deed restrictions or covenants, if any, on this property.

CITY OF BURLESON JOHNSON CO., TEXAS
CITY COUNCIL

Approved by the City Council on the ____ day of _____, 2021.

By: _____ Mayor

By: _____ City Secretary

JOHNSON COUNTY FILING BLOCK
CITY COUNCIL

Plat recorded in Volume ____ Page ____ Slide ____

Date _____

County Clerk Johnson Co., Texas

Deputy

Date: Feb. 23, 2022

OWNER:

Kimberly J. Gilbreath

8305 Whispering Meadows

Contact: Kimberly J. Gilbreath

PHONE (817) 888 2859

Date: Feb. 23, 2022

OWNER:

Brandi J. Cobb

8305 Whispering Meadows

Contact: Brandi J. Cobb

PHONE (817) 688 7535





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: 06/06/2022

SUBJECT

Consider approval of an amendment to an Engineering Services Contract (CSO#113-01-2015) with Freese and Nichols for the design of Alsbury Blvd to CR 1020 in the amount of \$111,950.00. (*Staff Contact: Eric Oscarson, Director of Public Works*)

Attachments

Department Memo
Staff Presentation
Amendment
Original Contract
Form 1295

Respectfully submitted:

TIANA JACKSON, P.E., CFM
Public Works Department
Civil Engineer, Project Manager- Capital Improvements

tjackson@burlesontx.com

phone: 817.426.9619

DEPARTMENT MEMO

DEPARTMENT: Public Works Department
FROM: Eric Oscarson, Director of Public Works
MEETING: June 6, 2022

SUBJECT:

Consider approval of an amendment to an Engineering Services Contract (CSO#113-01-2015) with Freese and Nichols for the design of Alsbury Blvd to CR 1020 in the amount of \$111,950.00. (Staff Contact: Eric Oscarson, Director of Public Works)

SUMMARY:

The extension of Alsbury Boulevard serves as a key connector to the SH121 Chisholm Trail Corridor and as a result, the City requested federal funding and received Congressional Directives Spending funds advocated by Representative Chet Edwards to begin the design of the SW Alsbury Boulevard section. After two installments (May 3, 2010 and June 2012) the total maximum amount of federal funding approved was \$1,287,880. At that time, it was anticipated that the funding would cover 100% of the design costs for the project and cover the estimated direct and indirect project costs required by the State.

The project was later split into two phases with Phase I being the section from Cathy Drive (near FM731) to Hulen Street and Phase II being the 0.3-mile section from Hulen to CR 1020. The purpose of the phasing was to expedite the construction of the project on Phase I since the availability of the federal construction funds was not expected before fiscal year 2018 and sections that used federal funding would need to be designed to federal guidelines instead of City standards consequently increasing the cost. Phase I was designed, bid, and constructed without the use of these federal funds and was completed on May 31, 2018.

Phase II involves a significant amount of coordination and infrastructure construction to traverse the existing floodplain. Prior to Phase 1 being released for construction, Council approved a \$494,800.00 contract with Freese & Nichols, Inc. on January 5, 2015, for the design of Phase II.

Due to the projected growth in the area, staff began a strategic and financial analysis of the project with and without the federal funding in the fall of 2021. The results of the study indicated that there was both a financial and scheduling advantage to refunding the earmark funds. After consideration of these analyses, Council gave direction to staff to begin the process of returning the earmark funds on September 7, 2021 and on October 4, 2021 Council passed a resolution authorizing the City Manager to begin the process of returning the federal earmark funding.

On February 21, 2022 Council passed a resolution ratifying the termination of the local transportation advance funding agreement for the Alsbury Extension Phase II Project and authorizing the City Manager to reimburse the Texas Department of Transportation an amount

not to exceed \$292,114.58 for the return of federally earmarked funds and costs expended under the agreement.

The proposed amendment includes updating and completing the engineering design plans to City standards from TxDOT as well as additional franchise utility coordination, water line design adjustments, and updated prices for the topographic and boundary survey items listed in the original contract.

OPTIONS:

- 1) Approve an amendment to an Engineering Services Contract (CSO#113-01-2015) with Freese and Nichols for the design of Alsbury Blvd to CR 1020 in the amount of \$111,950.00.
- 2) Deny an amendment to an Engineering Services Contract (CSO#113-01-2015) with Freese and Nichols for the design of Alsbury Blvd to CR 1020 in the amount of \$111,950.00.

RECOMMENDATION:

Approve an amendment to an Engineering Services Contract (CSO#113-01-2015) with Freese and Nichols for the design of Alsbury Blvd to CR 1020 in the amount of \$111,950.00.

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

- Original Engineering Services Contract approved by CC on January 5, 2015. (\$494,800.00)

FISCAL IMPACT:

Fund: Street Bond Fund

Amount: \$111,950.00

Project Number: 167364

STAFF CONTACT:

Name: Eric Oscarson

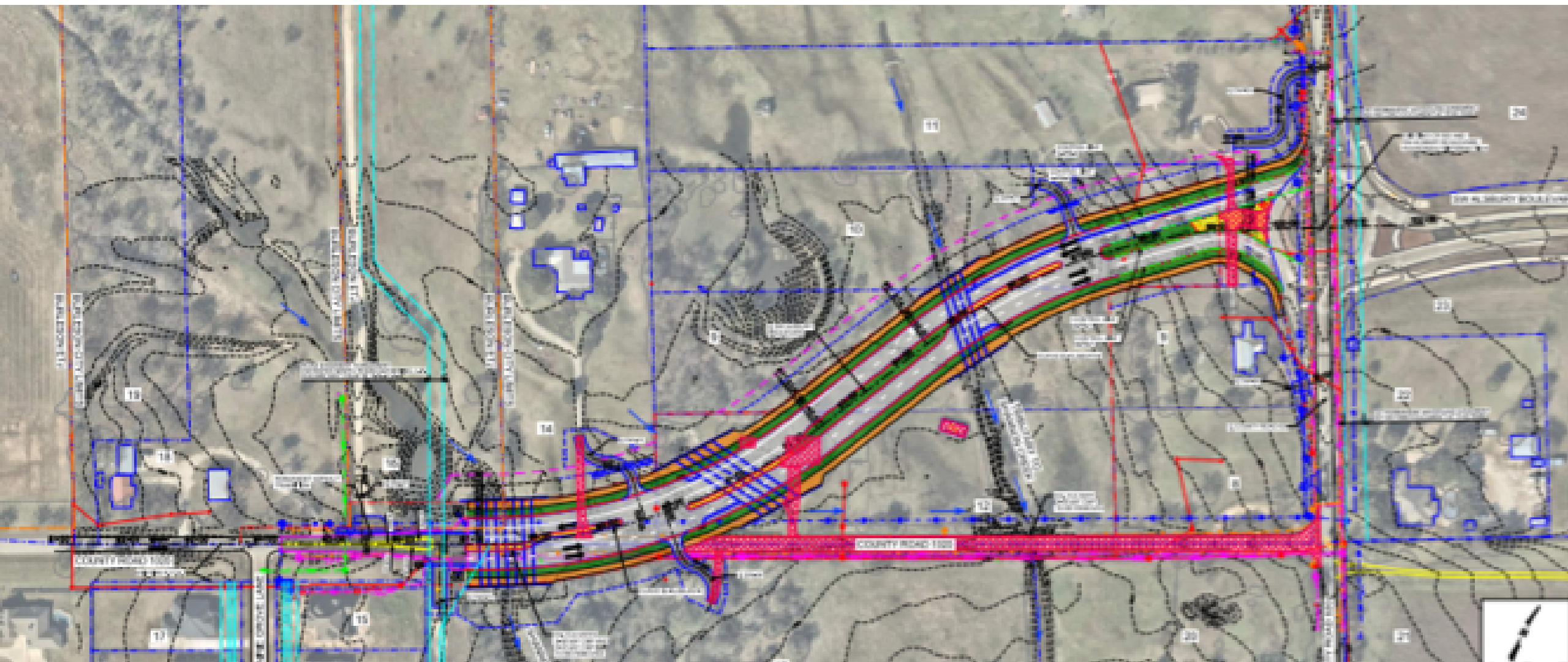
Title: Director of Public Works

Email: eoscarson@burlesontx.com

Phone: 817-426-9837

ALSBURY EXTENSION PHASE II

Engineering Services Contract Amendment with Freese and Nichols to complete Design.



PROJECT HISTORY

- **Overview of project significance**

Key connection to west & Alsbury Blvd extension

- **Original Contract January 5, 2015**

Amount \$494,800.00 (70% billed to date)

Federally funded design parameters.

- **Refunding of Federal Funds**

February 22, 2022 City Council approved a resolution to terminate the federal funding agreement and return \$292,114.58 of federally earmarked funds.

- **Moving Forward**

- Complete the Engineering Design to City Standards
- Water line and Road design updates
- Additional Franchise Utility Coordination
- Revised pricing of remaining topographic and boundary survey items.

Next Steps

Overlapping Tasks Ahead



Once 60% Design is complete (Dec 2022)
then staff can begin obtaining final
right-of-way and land tracts.

Funding Schedule

Street/Drainage Bonds - \$111,950
FY 22 GO Bond- \$948,000 Design and ROW/ Land
Acquisition
FY 24 GO Bonds- \$6,434,496 Construction



OPTIONS

- 1 Approve an amendment to an Engineering Services Contract (CSO#113-01-2015) with Freese and Nichols for the design of Alsbury Blvd to CR 1020 in the amount of \$111,950.00.
- 2 Deny an amendment to an Engineering Services Contract (CSO#113-01-2015) with Freese and Nichols for the design of Alsbury Blvd to CR 1020 in the amount of \$111,950.00.





PROFESSIONAL SERVICES AGREEMENT
AMENDMENT

CITY OF BURLESON, TEXAS
141 W. REFNRO ST.
BURLESON, TX 76028

FNI PROJECT NO. BUR15115
CLIENT CONTRACT REFERENCE: _____
PO#: _____
DATE: 5/16/2022

Project Name: Alsbury Boulevard - Phase 2 - Hulen Street to CR1020

Description of Services: Progress the design of Alsbury Boulevard – Phase 2 - Hulen Street to CR1020, including updating the roadway and drainage design (from TxDOT standard to City of Burleson standard), additional design survey (changes in site conditions), adding survey documents (permanent easements), and updating survey document unit prices. Scope of services as described in **Attachment A**.

Amended Deliverables: As described in **Attachment A**.

Amended Schedule: As described in **Attachment B** (Based on Notice to Proceed).

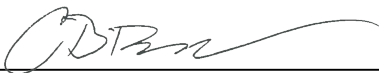
Compensation shall be amended as follows: A lump sum amount of \$111,950.00 dollars.

Current Contract Amount:	\$494,800.00
Amount of this Amendment:	\$111,950.00
Revised Total Amount Authorized:	\$606,750.00

The above described services shall proceed upon execution of this amendment. All other provisions, terms and conditions of the Professional Services Agreement which are not expressly amended shall remain in full force and effect.

FREESE AND NICHOLS, INC.

CITY OF BURLESON, TEXAS

BY: 

BY: _____

Chris Bosco, PE
Print Name

Print Name

TITLE: Principal and Vice-President

TITLE: _____

DATE: May 16, 2022

DATE: _____

ATTACHMENT A
SCOPE OF SERVICES

BACKGROUND

The City of Burleson (CITY) and Freese and Nichols, Inc. (FNI) entered into a professional services agreement in 2015 for the design of Alsbury Boulevard – Phase 2 - Hulen Street to CR1020. In 2015, the project was planned to be funded with federal dollars and reviewed and approved by the Texas Department of Transportation (TxDOT). Between 2015 and 2021, the CITY, FNI, and TxDOT coordinated the design of the project to a Schematic (30%) Design. During the period of 2015 to 2021, FNI expended unanticipated effort due to the evolving TxDOT design standards and review comments that were being both updated and added to the project. In 2021, the CITY decided to release the federal funding and pursue a local funding alternative for the project. Since the project will now be completed with non-federal funds, the project will need to be updated to the CITY standards instead of TxDOT standards. In addition to the change in funding source, the project has now exceeded the assumed number of permanent easements (from original contract); therefore, additional easement documents will need to be added to the contract. Finally, the project has exceeded the expected duration; therefore, the project survey will need to be updated based on changes in site conditions and the unit rates for survey documents needs to be updated to reflect the current conditions.

FNI proposes to render professional engineering services in support of this effort as outlined in the following SCOPE OF SERVICES (BASIC AND SPECIAL SERVICES).

BASIC SERVICES

Task 1 – Project Management

- a. FNI will provide project management services including project coordination and communication with CITY and monthly project status reporting, scheduling, and invoicing, at a minimum.
- b. FNI will hold up to four (4) external project coordination meetings.
- c. FNI will hold up to four (4) internal project coordination meetings.
- d. FNI will provide up to eight (8) monthly invoices and status reports.
- e. The anticipated project duration is eight (8) months (excluding CITY design review periods and construction phase).

Task 2 – Update Roadway and Drainage Design

- a. FNI will update the sheet corner and cover sheet (from TxDOT to CITY standard)
- b. FNI will update the following design sheets:
 - Typical Section – Update design for shared use path instead of shared on-street lane and remove TxDOT required asphalt layer below the concrete pavement.
 - Plan View – Update design for shared use path instead of shared on-street lane.
 - Profile View – Update roadway elevation based on culvert elevation and pavement thickness.
 - Grading Contours – Update based on roadway elevation and curb locations.
 - Storm Drain Calculations and Plan and Profile – Update based on roadway elevation.
 - Standard Details – Update details from TxDOT to CITY standard

Task 3 – Franchise Utility Coordination

- a. FNI will conduct up to four (4) franchise utility coordination meetings.
- b. FNI will create a franchise utility conflict matrix to identify all existing utility conflicts with the proposed improvements. Based on the conflict matrix, FNI will contact the impacted franchise utility company and coordinate the relocation of the franchise utility based on the location of the proposed project improvements.

Task 4 – Water Line Adjustment Design

- a. FNI will prepare plan and profile sheets for the relocation of up to 600 linear feet of Johnson County Special Utility District (JCSUD) water line (diameter to be determined by JCSUD) in conflict with proposed roadway improvements. Design will include necessary bends, valves, and casing pipe.
- b. FNI will include necessary JCSUD details and specifications (provided by JCSUD) into the design documents.

SPECIAL SERVICES

Task 1 – Topographic and Boundary Survey

- a. Additional Survey – FNI to review available records and update property ownership and property boundaries as necessary.
- b. Additional Easement Documents – FNI will prepare up to twelve (12) temporary construction easement or permanent easement documents.
- c. Updated Right of Way Document Unit Price – Due to duration of project, the unit price for document preparation increased from \$1,750.00 each to \$2,000.00 each for up to eight (8) documents.
- d. Updated Permanent Easement Document Unit Price – Due to duration of project, the unit price for document preparation increased from \$975.00 each to \$1,200.00 each for up to four (4) documents.
- e. Updated Temporary Construction Easement Document Unit Price – Due to duration of project, the unit price for document preparation increased from \$870.00 each to \$1,200.00 each for up to eight (8) documents.

ADDITIONAL SERVICES

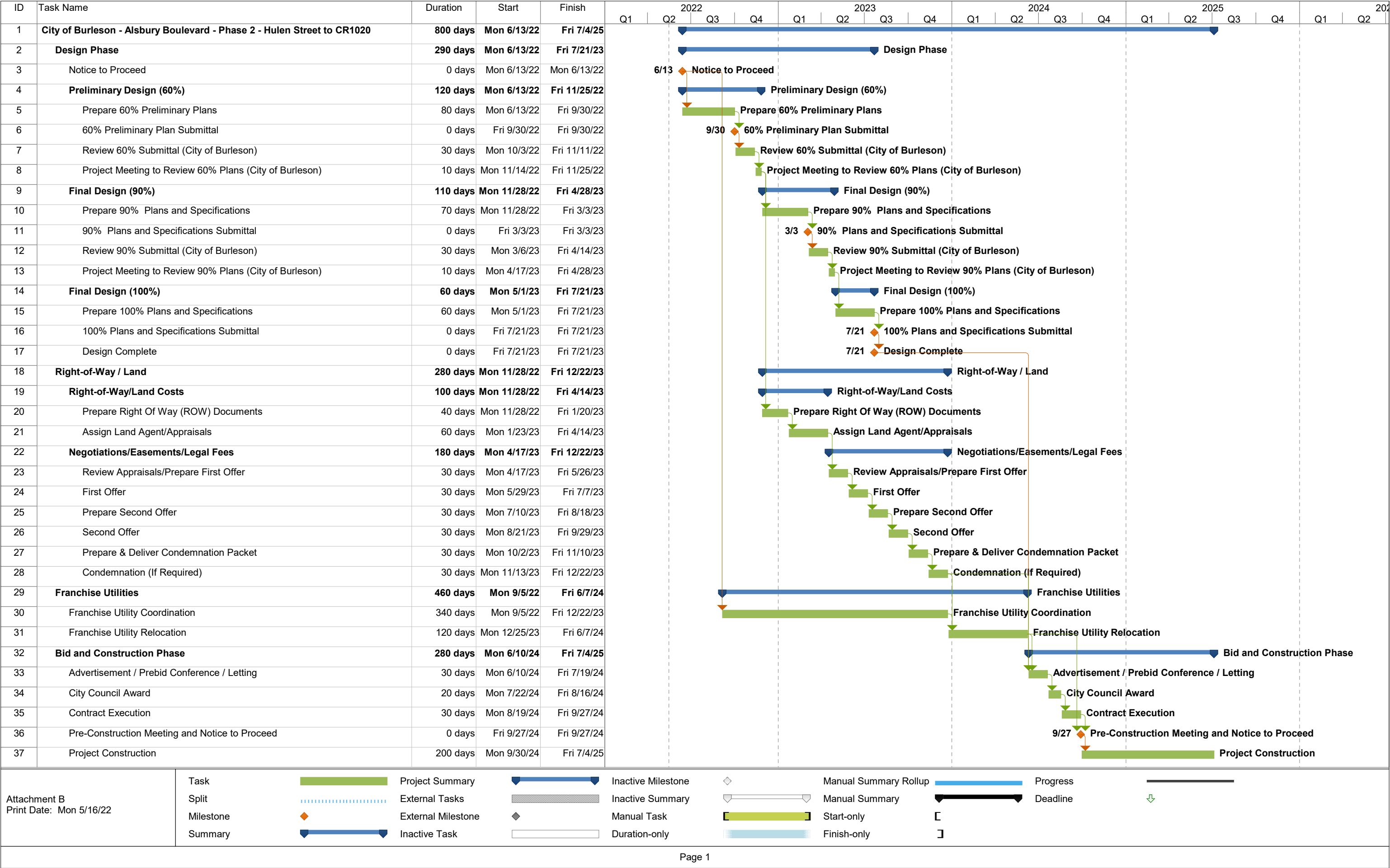
Additional Services to be performed by FNI, if authorized by CITY, which are not included in the above described services, are described as follows:

- a. Land acquisition services.
- b. Providing survey documents (right-of-way and easements) in excess of those noted in the scope of services. CITY to prepare and provide right-of-entry documents.
- c. Conducting CCTV inspection of existing underground utilities.
- d. Preparing Conditional Letter of Map Revision (CLOMR) or Letter of Map Revision (LOMR) for submittal to FEMA.
- e. Water line relocation design for JCSUD in excess of the linear footage noted in the scope of services.

COMPENSATION

FNI agrees to provide the professional services described above for the lump sum amount of one hundred eleven thousand nine hundred fifty dollars and zero cents (\$111,950.00) allocated to the tasks shown below:

<u>DESCRIPTION</u>	<u>AMOUNT</u>
BASIC SERVICES	
Task 1 - Project Management	\$8,344.00
Task 2 - Update Roadway and Drainage Design	\$41,130.00
Task 3 - Franchise Utility Coordination	\$12,840.00
Task 4 - Water Line Adjustment Design	\$13,611.00
SPECIAL SERVICES	
Task 1 – Topographic and Boundary Survey	\$36,025.00



Page 1

AGREEMENT FOR PROFESSIONAL SERVICES

STATE OF TEXAS §
COUNTY OF TARRANT §

This AGREEMENT is entered into by City of Burleson, Texas, hereinafter called "City" and Freese and Nichols, Inc., hereinafter called "FNI." In consideration of the AGREEMENTS herein, the parties agree as follows:

- I. **EMPLOYMENT OF FNI:** In accordance with the terms of this AGREEMENT: CITY agrees to employ FNI; FNI agrees to perform professional services in connection with the Project; CITY agrees to pay to FNI compensation. The Project is described as follows: Burleson Extension of Alsbury Boulevard.
- II. **SCOPE OF SERVICES:** FNI shall render professional services in connection with Project as set forth in Attachment SC - Scope of Services and Responsibilities of CITY which is attached to and made a part of this AGREEMENT.
- III. **COMPENSATION:** CITY agrees to pay FNI for all professional services rendered under this AGREEMENT in accordance with Attachment CO - Compensation which is attached hereto and made a part of this AGREEMENT. FNI shall perform professional services as outlined in the "Scope of Services" for a lump sum fee of \$281,245.00 for Basic Design Services, a lump sum fee of \$163,410.00 for Special Design Services Tasks 1, 2 and 3, and a not to exceed fee of \$50,145 for Special Design Services Tasks 4 and 5, for a total fee of \$494,800. Details concerning the fee are included in Attachment CO.

If FNI's services are delayed or suspended by CITY, or if FNI's services are extended for more than 60 days through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation to reflect reasonable costs incurred by FNI in connection with such delay or suspension and reactivation and the fact that the time for performance under this AGREEMENT has been revised.
- IV. **TERMS AND CONDITIONS OF AGREEMENT:** The Terms and Conditions of Agreement as set forth as Attachment TC shall govern the relationship between the CITY and FNI.

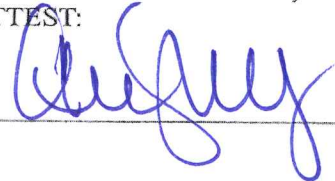
Nothing under this AGREEMENT shall be construed to give any rights or benefits in this AGREEMENT to anyone other than CITY and FNI, and all duties and responsibilities undertaken pursuant to this AGREEMENT will be for the sole and exclusive benefit of CITY and FNI and not for the benefit of any other party.

This AGREEMENT constitutes the entire AGREEMENT between CITY and FNI and supersedes all prior written or oral understandings.

This contract is executed in two counterparts.

IN TESTIMONY HEREOF, they have executed this AGREEMENT, the 05 day of JANUARY, 2015

ATTEST:



City of Burleson, Texas
(CITY)

By:

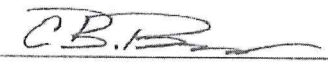

Ken Shetter, Mayor
Print or Type Name and Title

ATTEST:



Freese and Nichols, Inc.
(FNI)

By:


Chris B. Bosco, Principal
Print or Type Name and Title

SCOPE OF SERVICES AND RESPONSIBILITIES OF CITY

ARTICLE I

BASIC SERVICES: FNI shall render the following professional services in connection with the development of the Project:

SCOPE OF SERVICES

PROJECT DESCRIPTION

Freese and Nichols, Inc., (hereinafter referred to as FNI) will render professional engineering design services in conjunction with a new roadway project for the City of Burleson (hereinafter referred to as CITY). The project includes the extension of Alsbury Boulevard from Hulen Street (Shaffstall Road) to County Road 1020 for a total length of approximately 1,500 LF. The proposed roadway section will be a 4-lane divided section.

FNI shall perform the following engineering and technical services for the Design. The scope is divided into two sections including Basic Design Services and Special Services.

BASIC DESIGN SERVICES

WORK TO BE PERFORMED

- Task 1. Design Management
- Task 2. Conceptual (Schematic) Design Phase
- Task 3. Preliminary Design Phase
- Task 4. Final Design Phase
- Task 5. Bid Phase
- Task 6. Construction Phase

TASK 1. DESIGN MANAGEMENT

FNI will manage the work outlined in this scope to ensure efficient and effective use of FNI's and CITY's time and resources. FNI will manage change, communicate effectively, coordinate internally and externally as needed, and proactively address issues with the CITY's Project Manager and others as necessary to make progress on the work.

1.1. Managing the Team

- Lead, manage and direct design team activities
- Ensure quality control is practiced in performance of the work
- Communicate internally among team members
- Task and allocate team resources

1.2. Communications and Reporting

- Attend a pre-design project kickoff with CITY staff to confirm and clarify scope, understand CITY objectives, and ensure economical and functional designs that meet CITY requirements.
- Conduct and document project update meetings (up to eight meetings) with CITY Project Manager.
- Conduct up to four review meetings with the CITY to review the design concepts.
- Prepare and submit monthly progress reports.
- Prepare and submit baseline Project Schedule initially, and Project Schedule updates with each design submittal.
- Coordinate with other agencies and entities as necessary for the design of the proposed infrastructure, and provide and obtain information needed to prepare the conceptual design.

ASSUMPTIONS

- Eight project coordination meetings are included in this scope of services.

DELIVERABLES

- A. Meeting summaries with action items
- B. Monthly progress reports
- C. Baseline design schedule
- D. Monthly schedule updates

TASK 2. SCHEMATIC DESIGN

The Schematic Design shall be submitted to CITY and TxDOT per the approved Project Schedule.

The purpose of the conceptual design is for FNI to identify, develop, and communicate the project site improvements and to obtain the CITY's and TxDOT's endorsement of these design elements.

FNI will develop the conceptual design of the infrastructure as follows:

2.1. Data Collection

- In addition to data obtained from the CITY, FNI will research and make efforts to obtain pertinent information to aid in coordination of the proposed improvements with any planned future improvements that may influence the project. FNI will also identify and seek to obtain data for existing conditions that may impact the project including; utilities, agencies, City Master Plans, and property ownership as available from the Tax Assessor's office.
- Determine, from a field visit to the project site, the general layout for the improvements including location of existing above ground utilities and drainage structures.

2.2. The Schematic Roadway Design Package shall include the following:

- Conduct (2) project site visits to observe existing conditions.
- Proposed typical sections which outline the proposed improvements. Typical sections shall include proposed ROW, proposed lane widths and direction arrows, proposed curbs, sidewalks, and retaining walls.
- Develop plan/profile design layout.
- TxDOT Design Schematic. FNI will develop a design schematic in accordance with TxDOT standards. The TxDOT schematic design will finalize the projects horizontal geometry, vertical profile, and final typical sections.
- Estimates of probable construction cost.
- Prepare and submit TxDOT Design Summary Report (DSR).
- Attend and conduct one (1) meeting with TxDOT to discuss schematic and DSR. FNI to prepare and submit meeting minutes following the meeting.

2.5. Public Involvement:

- FNI will coordinate and conduct one public meeting or one public hearing in accordance with TxDOT requirements to be included as part of the environmental process.

ASSUMPTIONS

- FNI to submit schematic to TxDOT upon completion.
- City of Burleson will mail out invitations for public meeting.

DELIVERABLES

- A. TxDOT Design Schematic
- B. Meeting minutes from project meetings

TASK 3. CONCEPTUAL AND PRELIMINARY DESIGN PHASE (30% and 60%)

Upon approval of the Schematic Design, FNI will prepare design documents as follows:

1. FNI will prepare design documents in accordance with TxDOT standards.
2. Prepare existing and proposed typical sections in accordance with TxDOT standards.
3. Prepare paving layout design plans in accordance with TxDOT standards for the proposed roadway and site elements.
4. Prepare drainage area maps, storm sewer horizontal and vertical layout plans, and culvert horizontal and vertical layout plans in accordance with TxDOT standards. To prepare the storm sewer culvert design, the following tasks will be completed:

- Model and evaluate proposed actions in FEMA Models
- Update hydraulic model (HEC-RAS Model) based on roadway horizontal and vertical design
- Update technical memorandum based on the proposed actions. Detailed hydraulic output will be provided for both the City Model and the FEMA Model. The floodplain of Shannon Creek will be re-mapped for proposed conditions, existing flow conditions, ultimate flow conditions, and for FEMA flow conditions.

Note: LOMR submittal to FEMA would be required after completion of project construction

5. Prepare illumination plan in accordance with TxDOT standards and the following considerations:
 - **Illumination Levels and Design Approach:** The intent of the illumination design will be to illuminate the road to the level of 0.6 foot-candles with approximately a 4:1 average to minimum ratio in accordance with the IES Recommended Practices circular RP-8 recommendations for low pedestrian traffic, collector type roadways. A minimum of one site visit will be required to survey the final lighting installation from adjacent roadway improvements. The illumination levels at lanes requiring a vehicle to stop for pedestrian or traffic conflict will be steadily increased from to approximately 1.0 foot-candles approaching the stop and correspondingly decreased leaving the conflict area.
 - **Light Pole Spacing and Fixture Mounting Height:** Roadway light poles will be placed along alternating outer edges of the roadway. This will allow the lighting design will place 20 to 35 foot tall light poles on either side of the roadway at a spacing of approximately 120 feet to 180 feet apart.
 - **Glare and Sky Glow:** All lighting fixtures will be full cutoff type to limit glare and sky glow, unless specifically requested otherwise by the City of Burleson.
 - **Light Trespass:** In all cases, the lighting system will be designed to minimize light trespass outside the roadway area. Special consideration will be given to residential areas.
 - **Power Design Approach:** The power design for the project area will include the design for the electrical distribution system for the lighting system described above. There will be a minimum of one (1) electrical utility service locations and a maximum of three (2). Freese and Nichols, Inc. will have a minimum of one site visits and a maximum of two site visits for utility coordination.
 - **Code Compliance and Manuals:** The Roadway Illumination design will be in accordance with the IES, American National Standard Practice for Roadway Lighting. The electrical distribution for the Roadway Illumination will comply with the National Electrical Code and local ordinances. TxDOT electrical service details will be utilized in design wherever possible.
6. Prepare landscape layout plan in accordance with City of Burleson and TxDOT requirements. The landscape layout plan will be completed for both the median and the parkways throughout the project limits.
7. Prepare irrigation plan in accordance with the City of Burleson and TxDOT irrigation requirements. The irrigation plan will be designed for the landscape planting in the median and the parkway. Low impact, water conserving design strategies and efficient equipment specifications will be submitted.

8. Prepare Alsbury Boulevard roadway cross sections in accordance with TxDOT requirements.
9. Prepare signing and pavement marking plans in accordance with TxDOT requirements.
10. Prepare traffic control plans for the construction of Alsbury Boulevard in accordance with TxDOT standards.
11. Submit four (4) sets of conceptual (30%), and preliminary 60% to the OWNER and TxDOT for review and approval.
12. Prepare updated estimate of probable construction cost with each plan submittal.
13. Attend up to 3 meetings with the City and TxDOT for review plan comments.

TASK 4. FINAL DESIGN (90%, 95% and 100%)

Upon approval of the Conceptual and Preliminary design documents, FNI will prepare final bid documents in accordance with TxDOT standards and with the outlined items in the "Conceptual and Preliminary Design Phase" and the following:

1. Following approval by the City and the TxDOT area office FNI will submit final (95%) plans to the district office for review and approval.
2. Following approval by the City and the TxDOT district office FNI will submit final (100%) plans to TxDOT Austin for review and approval.
3. Attend one (1) final plan review meeting with the OWNER. The review meetings will be conducted to address review comments and to take action on items to produce the final construction documents.
4. Prepare the bid proposal forms (project quantities) of the improvements to be constructed. This Scope of Services assumes that the project will be prepared using TxDOT bid items and technical specifications and that TxDOT will prepare the proposal book (also referred to as front end specifications).
5. Prepare a final opinion of probable construction cost based on recent project unit bid prices.
6. The utility management shall include the following:
 - Contract franchise utility companies to inform them of the proposed actions
 - Attend and conduct one (1) utility coordination meeting with the franchise utility companies in the vicinity of the project and prepare meeting minutes.
 - Assist Owner in completing TxDOT franchise utility clearance certification document
7. Furnish TxDOT one (1) set of 11"x17" signed and sealed mylars, furnish the OWNER four (4) final plan sets and TxDOT seven (7) final signed and sealed plans sets each.

TASK 5. BID PHASE SERVICES

1. The project is assumed to be bid by TxDOT. TxDOT will coordinate the advertising and plan distribution. If this project becomes a locally let project, additional services will be required.
2. Assist CITY and TxDOT by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents to plan holders, if necessary.
3. Interpret the drawings and specifications for the Owner and Contractor. Investigations, analyses, and studies requested by the Contractor and approved by the Owner, for substitutions of equipment and/or materials or deviations from the drawings and specifications are an additional service.

TASK 6. CONSTRUCTION PHASE SERVICES

Upon completion of the bid phase services, FNI will proceed with the performance of construction phase services as described below. This project is assumed to be constructed by TxDOT with TxDOT inspection, if this project becomes locally let, additional services will be required. FNI will endeavor to protect CITY in providing these services however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor(s), or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor(s) or any Subcontractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the project site or otherwise performing any of the work of the project.

If general conditions other than FNI standards are used, the CITY agrees to include provisions in the construction contract documents that will require the construction contractor to include FNI and their subconsultants on this project to be listed as an additional insured on contractor's insurance policies.

1. Attend one (1) pre-construction meeting to discuss the project schedule for construction.
2. FNI design team staff will make up to four (4) visits to the site to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the construction contract documents. It is anticipated that these will be monthly site visits. In this effort FNI will endeavor to protect the Owner against defects and deficiencies in the work of Contractor and will report any observed deficiencies to the Owner.
3. Interpret the drawings and specifications for the Owner, TxDOT and Contractor. Investigations, analyses, and studies requested by the Contractor and approved by the Owner, for substitutions of equipment and/or materials or deviations from the drawings and specifications are an additional service.

SPECIAL DESIGN SERVICES

- | | |
|---------|--------------------------------------|
| Task 1. | Environmental Document |
| Task 2. | Pavement Design Document |
| Task 3. | TDLR Review and Inspection |
| Task 4. | Subsurface Utility Engineering (SUE) |
| Task 5. | Right-of-Way and Easement Documents |

TASK 1. ENVIRONMENTAL DOCUMENT

ENGINEER will prepare an environmental document in accordance with NEPA requirements. Because the roadway is on new location and would require more than a minimal amount of new right-of-way, FNI anticipates that an environmental assessment EA would be required for environmental clearance. The following is the scope of services to for development and coordination of the EA document.

2.1. Conduct Literature Review (Performed Previously Under Separate Contract)

- FNI will obtain and review information for the project vicinity such as soils maps, National Wetland Inventory maps, topographic maps, floodplain maps, and other readily available, pertinent data. FNI will also review the project design, including project schematic and typical sections, to determine the nature and extent of potential impacts. The literature review task will include a meeting with TxDOT environmental staff to assess the level of documentation required and introduce the project to TxDOT staff.

2.2. Conduct Pedestrian of the project limits (Performed Previously Under Separate Contract)

- FNI will conduct a pedestrian survey of the area to better define the environment as it presently exists and identify environmental issues within the project area. FNI will obtain right of entry for any proposed field survey. If right of entry is denied, FNI will obtain the necessary information from aerial photography and other sources.

2.3 Prepare EA Document

- FNI will prepare an EA document in accordance with current TxDOT Standards of Uniformity and Guidance. The purpose and need of the project will be explained and alternatives will be described. FNI assumes the alternatives will consist of the No-Action alternative and one route alternative. Existing conditions in the project area will be thoroughly described as well as impacts resulting from the proposed project. These requirements include an assessment of indirect and cumulative impacts resulting from the proposed activity. The document will include the preparation of all Figures and Exhibits required for the document as well as support materials. The document will adhere to TxDOT's EA format. Upon receipt of TxDOT and FHWA comments, FNI will review and revise the document as required.

ASSUMPTIONS

- The environmental documentation level will be an Environmental Assessment.
- The scope assumes that historic structures and archeological surveys will not be required. If required by the THC then these services will be considered additional services.

DELIVERABLES

- Environmental Assessment Document

TASK 2. PAVEMENT DESIGN REPORT

1. Travel to the site to stake locations for exploratory borings. Engineer will stake the specific locations after checking underground utilities, other existing construction, and accessibility. It will be necessary for us to be able to determine where the right-of-way occurs, to confirm that we have permission from the City of Burleson or landowner, and that we have permission/authorization to drive a truck-mounted drilling rig onto the property.
2. Subcontract with a drilling contractor to drill 2 borings to a depth of 35 feet, 2 borings to a depth of 25 feet, and 1 boring to a depth of 20 feet along the right-of-way. Samples will be collected intermittently using continuous flight augers and either split-spoon or tube samplers. At completion, the boreholes will be backfilled with auger cuttings to the ground surface.
3. Provide an engineer or geologist to direct the drilling, log the borings, record field test data, and handle and transport the samples.
4. Select samples for laboratory testing, assign tests, deliver samples to a subcontractor laboratory selected by FNI, and review test results. Testing is expected to include classification tests (liquid and plastic limits and percent passing a #200 sieve or gradation), moisture content, one-dimensional swell, soluble sulfate, and unconfined compression strength tests.
5. Prepare a technical memorandum summary report of the geotechnical investigation to include:
 - a. Attachments with the boring locations, boring logs, laboratory test results, and a key to the symbols used.
 - b. Discussion of subsurface conditions and soil properties indicated by the field and laboratory work, and the implications for design.
 - c. Discussion of subgrade preparation for the proposed roadway.
 - d. Calculate pavement thickness for the rigid pavement. This item requires that traffic loads be provided to the FNI geotechnical group. Subgrade strength characteristics will be estimated using the soil classifications test results.
 - e. Allowable bearing capacity for the proposed box culverts along with subgrade modifications, if necessary.
 - f. Earthwork related recommendations for the roadway, proposed culverts, and anticipated fill/roadway embankment within the vicinity of the proposed culverts.

TASK 3. TDLR REVIEW AND INSPECTION

1. Register project with TDLR.
2. Review of plans for accessibility compliance.
3. Registered Accessibility Specialist (RAS) to complete a post-construction, on-site inspection for accessibility compliance.

TASK 4. SUBSURFACE UTILITY ENGINEERING (SUE)

1. Design Level "A" and "B" SUE
 - Perform Quality Level "A" subsurface utility engineering at three (3) locations, as directed by engineer, to find elevations of various water, sanitary sewer, gas, electrical and telephone utilities within the project limits.
 - Perform Quality Level "B" subsurface utility engineering which includes designating known underground utilities located within the proposed project including water, sanitary sewer, gas, electrical and telephone within the project limits.

TASK 5. RIGHT-OF-WAY AND EASEMENT DOCUMENTS

It is assumed that the City of Burleson will be purchasing the Right-of-Way (ROW) and easements required on this project in accordance with federal standards. It is assumed that TxDOT will not be handling the purchase of these ROW and that detailed TxDOT ROW maps will not be required.

1. Research and Property Map
 - Research property ownership of the affected parcels
 - Prepare a deed plot of all ownerships and right-of-way within one hundred feet either side of the proposed roadway alignment
 - Conduct field surveying to locate existing property corners and right-of-way markers on the affected properties
2. ROW and Easement Documents
 - Prepare metes and bounds description with an exhibit on a letter size document per the City of Burleson's standards
 - i. Preparation of 8 right-of-way documents
 - ii. Preparation of 4 permanent easement documents
 - iii. Preparation of 8 temporary construction easement documents
3. Staking of Proposed Centerline
 - Provide centerline staking of the proposed alignment at 100-foot intervals and at all PC's PT's of curves. The centerline shall be marked with wooden lathes and paint.

ARTICLE II

ADDITIONAL SERVICES: Additional Services to be performed by FNI, if authorized by CITY, which are not included in the above described basic services, are described as follows:

- A. Land acquisition services.
- B. Preparation of a JD Report and a Section 404 Permit Application or Preconstruction Notification.
- C. Preparation of Mitigation Plan
- D. Coordination and Consultation with the USACE
- E. Section 401 Coordination with TCEQ
- F. Archeological survey with backhole exploration.
- G. Construction materials testing.
- H. Development of traffic projections for the proposed roadways to be used in the pavement design options.
- I. Field layouts or the furnishing of construction line and grade surveys (to be provided by the Contractor).
- J. New water and sanitary sewer design other than adjustment of surface appurtenances.
- K. Bridge analysis and design.
- L. THC Coordination and Archeological surveys
- M. Providing renderings, model, and mock-ups requested by the OWNER.
- N. Assisting OWNER in claims disputes with Contractor(s).
- O. Assisting OWNER in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this AGREEMENT. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this AGREEMENT.
- P. Performing investigations, studies, and analysis of work proposed by construction contractors to correct defective work.
- Q. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
- R. Services required to resolve bid protests or to rebid the projects for any reason.
- S. Providing services to review or evaluate construction contractor(s) claim(s), provided said claims are supported by causes not within the control of FNI.
- T. GIS mapping services or assistance with these services.

- U. Site visits and meetings in excess of the number of trips included in Article I.
- V. Providing basic or additional services on an accelerated time schedule. The scope of this service include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the OWNER.
- W. Quality Level "A" subsurface utility engineering in excess of the number of locations outlined in Article I.
- X. Additional Public Involvement and Public Meeting Facility Rental

ARTICLE III

PROJECT SCHEDULE

FNI is authorized to commence work on the Project upon execution of this AGREEMENT and agrees to complete the services in accordance with the attached project schedule.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in OWNER or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc.

ARTICLE IV

RESPONSIBILITIES OF OWNER: OWNER shall perform the following in a timely manner so as not to delay the services of FNI:

- A. CITY will provide any available design plans, drainage studies, surveys, property information, utility locations, CADD files or any other pertinent information.
- B. The CITY shall attend review meetings and make final decisions on design issues such that questionable matters may be resolved and the project progress as scheduled.
- C. The CITY shall provide right of entry for FNI's surveyor to access the adjacent sites. The CITY shall make available personnel and equipment to assist in the locating of utility lines, which cannot be identified by other means.
- D. The CITY will be responsible for providing construction inspection on the project.

ARTICLE V

DESIGNATED REPRESENTATIVES: FNI and OWNER designate the following representatives:

Owner's Designated Representative – Mr. Todd House, P.E., Deputy City Engineer, 141 W. Renfro, Burleson, Texas 76028; Phone (817) 426-9620; Fax (817) 426-9363; email thouse@burlesontx.com

FNI's Project Manager – Alex Garcia, P.E., 4055 International Plaza Suite 200, Fort Worth, Texas 76109; Phone (817) 735-7321; Fax (817) 735-7492; email aig@freese.com

FNI's Accounting Representative – Matt Shafer, 4055 International Plaza Suite 200, Fort Worth, Texas 76109; Phone (214) 227-2238; Fax (817) 735-7491; email mcs@freese.com

COMPENSATION

Compensation to FNI for the Basic Services and Special Services described in Attachment SC shall be for a lump sum fee of Two Hundred Eighty One Thousand Two Hundred Forty-Five Thousand Dollars (\$281,245) for Basic Design Services, a lump sum fee of One Hundred Sixty-Three Thousand Four Hundred Ten Dollars (\$163,410) for Special Design Services Tasks 1, 2 and 3, and a not to exceed fee of Fifty Thousand One Hundred Forty-Five Dollars (\$50,145) for Special Design Services Tasks 4 and 5, for a total fee of Four Hundred Ninety-Four Thousand Eight Hundred Dollars (\$494,800). If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the Schedule of

Schedule of Charges:

<u>Position</u>	<u>Min</u>	<u>Max</u>	<u>Position</u>	<u>Min</u>	<u>Max</u>
Architectural Intern I	81	98	O&G Engineer - Transition	143	179
Architectural Intern II	93	114	O&G Engineer I	103	126
Architectural Intern III	119	146	O&G Engineer II	128	131
Architect IV	133	136	O&G Engineer IV	188	192
Architect V	145	178	O&G Engineer V	202	216
Architect VI	167	224	O&G Engineer VI	211	292
Landscape Architectural Intern III	86	105	Environmental Scientist I	68	72
Landscape Architect IV	99	121	Environmental Scientist II	76	93
Landscape Architect V	149	185	Environmental Scientist III	86	127
Construction Contract Admin I	69	84	Environmental Scientist IV	119	152
Construction Contract Admin II	116	133	Environmental Scientist V	143	159
Document Control Specialist II	62	102	Environmental Scientist VII	183	229
Construction Manager I	80	95	Environmental Scientist VIII	186	235
Construction Manager II	92	130	Senior Geologist	124	151
Construction Manager III	96	151	Hydrologist II	97	118
Construction Manager IV	128	142	Hydrologist IV	126	132
Construction Manager V	160	222	Hydrologist V	126	153
Program Manager I	130	148	Hydrologist VI	177	216
Program Manager II	194	237	Planner IV	92	117
Engineer I	101	106	Planner V	115	140
Engineer II	106	145	Planner VI	181	214
Engineer III	111	144	Planner VII	204	249
Engineer IV	117	165	Technician I	57	60
Engineer V	145	191	Technician II	67	86
Engineer VI	172	228	Technician III	80	98
Engineer VII	230	235	Technician IV	90	129
Engineer VIII	260	269	CAD Designer	104	137
Group Manager	196	311	Senior CAD Designer	151	160
Principal	196	311	Designer II	132	162
Electrical Engineering Technologist	116	141	Senior Designer	165	189
Electrical Engineer II	99	120	GIS Analyst II	71	86
Electrical Engineer IV	141	156	GIS Analyst III	84	109
Electrical Engineer V	168	175	GIS Analyst IV	113	132
Electrical Engineer VI	218	222	GIS Analyst V	129	137
Geotechnical Engineer VI	199	244	3D Visualization Coordinator	153	186
Mechanical Engineer II	104	127	Cost Estimator	138	169
Mechanical Engineer III	108	131	Corporate Project Support	39	168
Mechanical Engineer V	170	170	Intern	32	63
Mechanical Engineer VI	215	262			

Rates for In-House Services**Technology Charge**

\$8.50 per hour

Bulk Printing and Reproduction

Black and White	\$0.10 per copy
Color	\$0.50 per copy
Plot - Bond	\$2.50 per plot
Plot - Color	\$5.75 per plot
Plot - Other	\$5.00 per plot
Binding	\$5.75 per book

Travel

Standard IRS Rates

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office and other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members. For Resident Representative services performed by non-FNI employees and CAD services performed in-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These ranges and rates will be adjusted annually.

350-022013

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CO-1

FNI *CB*OWNER *JS*

TERMS AND CONDITIONS OF AGREEMENT

1. **DEFINITIONS:** The term Owner as used herein refers to the City of Burleson, Texas. The term FNI as used herein refers to Freese and Nichols, Inc., its employees and agents; also its subcontractors and their employees and agents. As used herein, Services refers to the professional services performed by Freese and Nichols pursuant to the AGREEMENT.
2. **CHANGES:** Owner, without invalidating the AGREEMENT, may order changes within the general scope of the WORK required by the AGREEMENT by altering, adding to and/or deducting from the WORK to be performed. If any change under this clause causes an increase or decrease in FNI's cost of, or the time required for, the performance of any part of the Services under the AGREEMENT, an equitable adjustment will be made by mutual agreement and the AGREEMENT modified in writing accordingly.
3. **TERMINATION:** The obligation to provide services under this AGREEMENT may be terminated by either party upon ten days' written notice. In the event of termination, FNI will be paid for all services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.
4. **CONSEQUENTIAL DAMAGES:** In no event shall FNI or its subcontractors be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental or consequential damages, such as loss of product, loss of use of the equipment or system, loss of anticipated profits or revenue, non-operation or increased expense of operation or other equipment or systems.
5. **INFORMATION FURNISHED BY OWNER:** Owner will assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project. FNI shall have no liability for defects or negligence in the Services attributable to FNI's reliance upon or use of data, design criteria, drawings, specifications or other information furnished by Owner and Owner agrees to indemnify and hold FNI harmless from any and all claims and judgments, and all losses, costs and expenses arising therefrom. FNI shall disclose to Owner, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications or other information furnished by Owner to FNI that FNI may reasonably discover in its review and inspection thereof.
6. **INSURANCE:** FNI shall provide to Owner certificates of insurance which shall contain the following minimum coverage (All limits in thousands):

Commercial General Liability General Aggregate \$2,000	Workers' Compensation Each Accident \$500
Automobile Liability (Any Auto) CSL \$1,000	Professional Liability \$3,000 Annual Aggregate
7. **SUBCONTRACTS:** If, for any reason, at any time during the progress of providing Services, Owner determines that any subcontractor for FNI is incompetent or undesirable, Owner will notify FNI accordingly and FNI shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the AGREEMENT shall create any contractual relation between any subcontractor and Owner.
8. **OWNERSHIP OF DOCUMENTS:** All drawings, reports data and other project information developed in the execution of the Services provided under this AGREEMENT shall be the property of the Owner upon payment of FNI's fees for services. FNI may retain copies for record purposes. Owner agrees such documents are not intended or represented to be suitable for reuse by Owner or others. Any reuse by Owner or by those who obtained said documents from Owner without written verification or adaptation by FNI will be at Owner's sole risk and without liability or legal exposure to FNI, or to FNI's independent associates or consultants, and Owner shall indemnify and hold harmless FNI and FNI's independent associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle FNI to further reasonable compensation. FNI may reuse all drawings, report data and other project information in the execution of the Services provided under this AGREEMENT in FNI's other activities. Any reuse by FNI will be at FNI's sole risk and without liability or legal exposure to Owner, and FNI shall indemnify and hold harmless Owner from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

9. **POLLUTANTS AND HAZARDOUS WASTES:** It is understood and agreed that FNI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the site, if any, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. The parties agree that in performing the Services required by this AGREEMENT, FNI does not take possession or control of the subject site, but acts as an invitee in performing the services, and is not therefore responsible for the existence of any pollutant present on or migrating from the site. Further, FNI shall have no responsibility for any pollutant during clean-up, transportation, storage or disposal activities.
10. **OPINION OF PROBABLE COSTS:** FNI will furnish an opinion of probable project development cost based on present day cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs prepared by FNI hereunder will be made on the basis of FNI's experience and qualifications and represent FNI's judgment as an experienced and qualified design professional. It is recognized, however, that FNI does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices.
11. **CONSTRUCTION REPRESENTATION:** If required by the AGREEMENT, FNI will furnish Construction Representation according to the defined scope for these services. FNI will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the Contract Documents. In performing these services, FNI will endeavor to protect Owner against defects and deficiencies in the work of Contractors; FNI will report any observed deficiencies to Owner, however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for the supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or the safety precautions and programs incident to the work of the Contractor. FNI shall not be responsible for the acts or omissions of any person (except his own employees or agent) at the Project site or otherwise performing any of the work of the Project. If Owner designates a person to serve in the capacity of Resident Project Representative who is not a FNI's employee or FNI's agent, the duties, responsibilities and limitations of authority of such Resident Project Representative(s) will be set forth in writing and made a part of this AGREEMENT before the Construction Phase of the Project begins.
12. **PAYMENT:** Progress payments may be requested by FNI based on the amount of services completed. Payment for the services of FNI shall be due and payable upon submission of a statement for services to OWNER and in acceptance of the services as satisfactory by the OWNER. Statements for services shall not be submitted more frequently than monthly. Any applicable new taxes imposed upon services, expenses, and charges by any governmental body after the execution of this AGREEMENT will be added to FNI's compensation.
- If OWNER fails to make any payment due FNI for services and expenses within thirty (30) days after receipt of FNI's statement for services therefore, the amounts due FNI will be increased at the rate of one percent (1%) per month from said thirtieth (30th) day, and, in addition, FNI may, after giving seven (7) days' written notice to OWNER, suspend services under this AGREEMENT until FNI has been paid in full, all amounts due for services, expenses and charges.
13. **ARBITRATION:** No arbitration arising out of, or relating to, this AGREEMENT involving one party to this AGREEMENT may include the other party to this AGREEMENT without their approval.
14. **SUCCESSORS AND ASSIGNMENTS:** OWNER and FNI each are hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and FNI are hereby bound to the other party to this AGREEMENT and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this AGREEMENT.
- Neither OWNER nor FNI shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this AGREEMENT without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this AGREEMENT. Nothing contained in this paragraph shall prevent FNI from employing such independent associates and consultants as FNI may deem appropriate to assist in the performance of services hereunder.
15. **PURCHASE ORDERS:** If a Purchase Order is used to authorize FNI's Services, only the terms, conditions/instructions typed on the face of the Purchase Order shall apply to this AGREEMENT. Should there be any conflict between the Purchase Order and the terms of this AGREEMENT, then this AGREEMENT shall prevail and shall be determinative of the conflict.

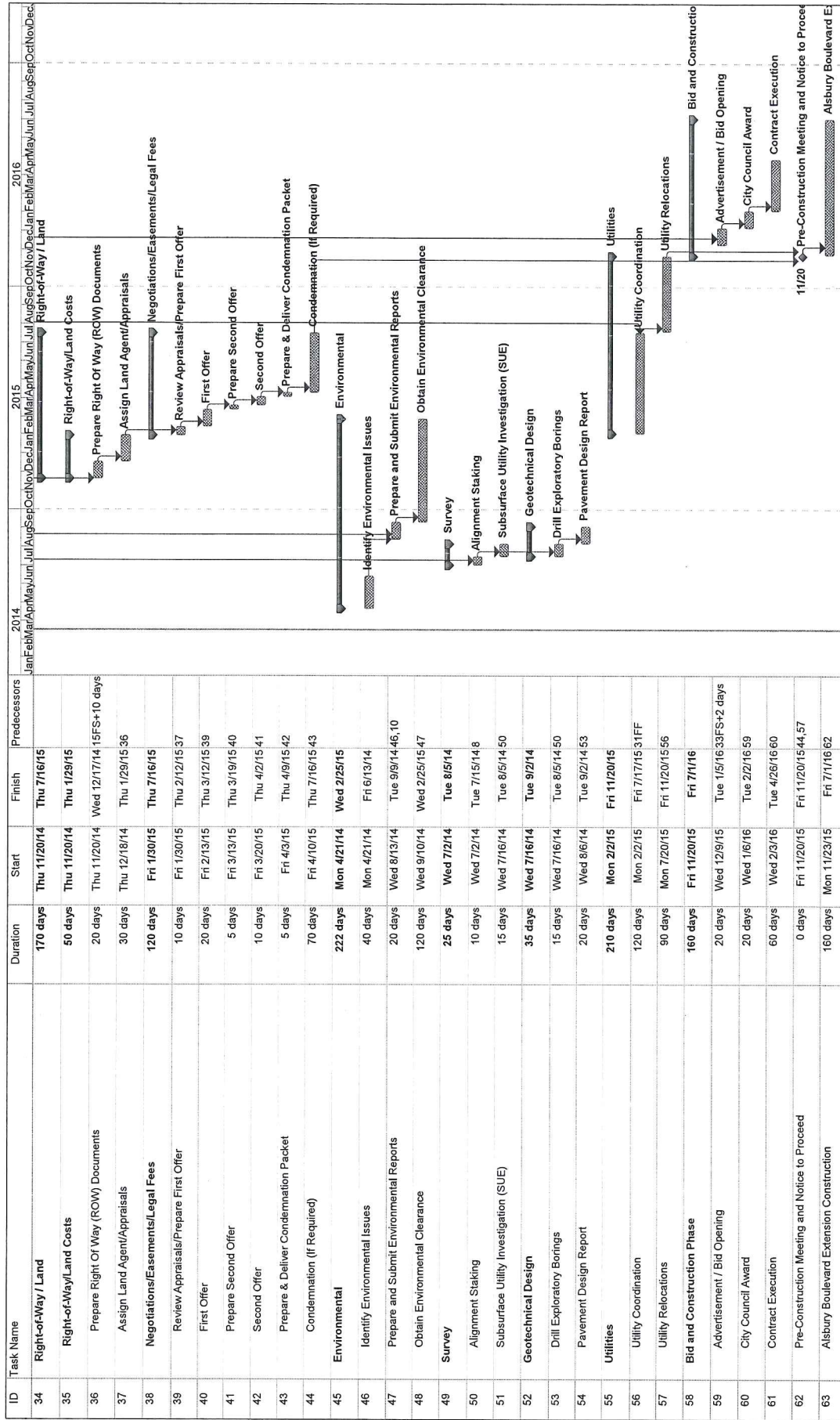
ALSBURY BOULEVARD - COUNTY ROAD 1020 TO HULEN STREET - TXDOT
FEE PROPOSAL SUMMARY

BASIC SERVICES

PROJECT MANAGEMENT AND COORDINATION MEETINGS =	\$	29,010.00
TxDOT SCHEMATIC DESIGN =	\$	29,890.00
PUBLIC INVOLVEMENT =	\$	4,150.00
CONCEPTUAL AND PRELIMINARY (30% and 60%) AND FINAL (90%, 95%, 100%) ROADWAY DESIGN =	\$	130,070.00
HYDRAULIC MODELING AND CROSS CULVERT DESIGN =	\$	18,000.00
ILLUMINATION DESIGN =	\$	15,990.00
LANDSCAPING DESIGN =	\$	15,300.00
IRRIGATION DESIGN =	\$	2,145.00
GENERAL REPRESENTATION =	\$	18,080.00
GENERAL EXPENSES =	\$	18,610.00
BASIC SERVICES SUBTOTAL =	\$	281,245.00

SPECIAL SERVICES

ENVIRONMENTAL DOCUMENT		
Direct Impacts =	\$	69,750.00
Indirect and Cumulative Impacts =	\$	64,860.00
Public Involvement =	\$	9,200.00
PAVEMENT DESIGN DOCUMENT =	\$	17,950.00
TDLR REVIEW AND INSPECTION =	\$	1,650.00
SUBSURFACE UTILITY ENGINEERING (SUE) =	\$	9,460.00 CPM
ROW AND EASEMENT DOCUMENTS =	\$	40,685.00 CPM
SPECIAL SERVICES SUBTOTAL (LUMP SUM) =	\$	163,410.00
SPECIAL SERVICES SUBTOTAL (CPM) =		50,145.00
TOTAL BASIC & SPECIAL SERVICES (LUMP SUM) =	\$	444,655.00
TOTAL BASIC & SPECIAL SERVICES (CPM) =	\$	50,145.00
TOTAL CONTRACT AMOUNT =	\$	494,800.00



Task

Split

Milestone

Summary

Project Summary

External Task

External Milestone

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

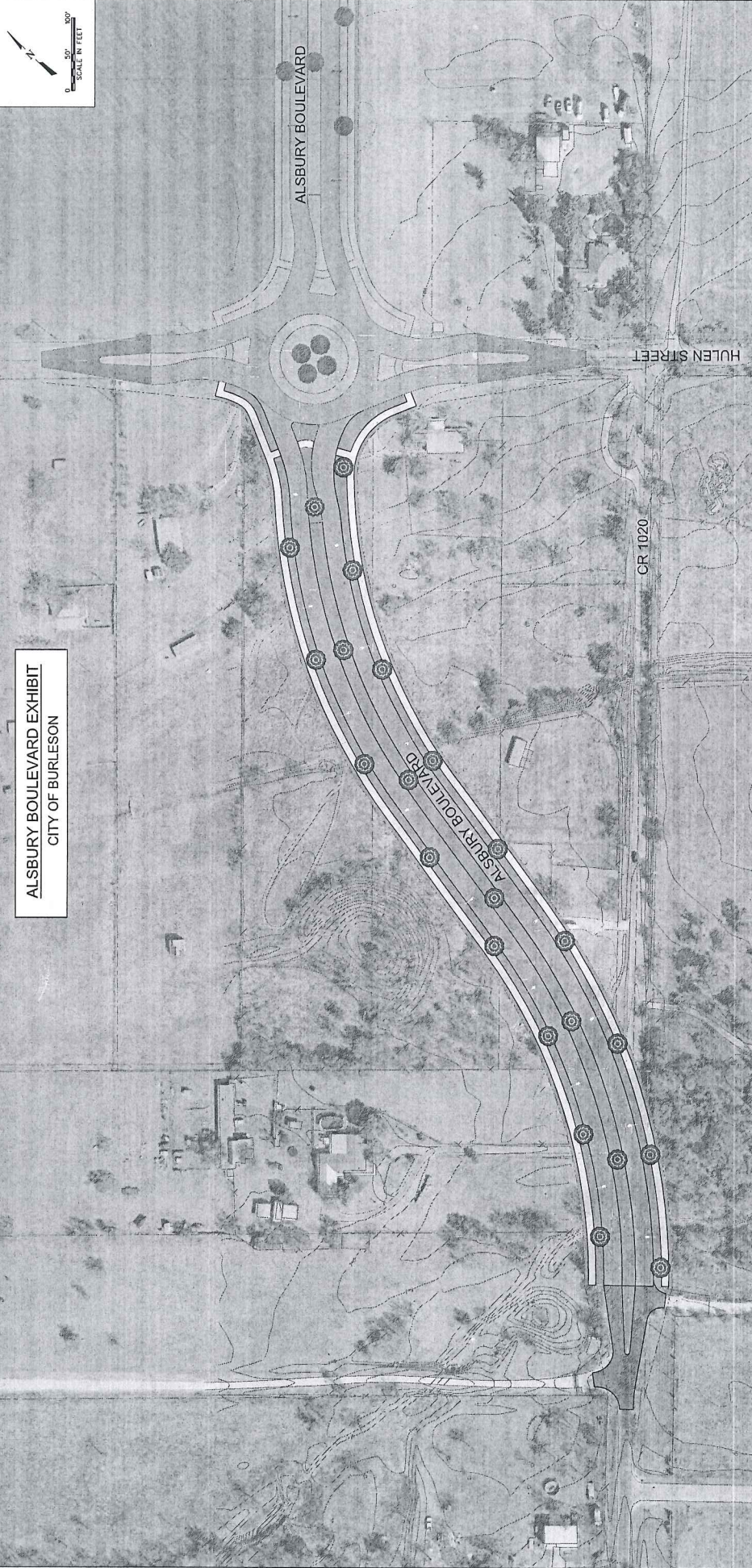
Progress

Deadline

Project: Alsbury Blvd Extension

Date: Tue 3/18/14

ALSBUY BOULEVARD EXHIBIT
CITY OF BURLESON



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.**

Freese and Nichols, Inc.
Fort Worth, TX United States

Certificate Number:
2022-887024

Date Filed:
05/17/2022

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.

Alsbery Boulevard - Phase 2 - Hulen Street to CR1020

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Pence, Bob	Fort Worth, TX United States	X	
	Coltharp, Brian	Fort Worth, TX United States	X	
	Cole, Scott	Fort Worth, TX United States	X	
	Archer, Charles	Raleigh, NC United States	X	
	Greer, Alan	Fort Worth, TX United States	X	
	Johnson, Kevin	Dallas, TX United States	X	
	Payne, Jeff	Fort Worth, TX United States	X	
	Reedy, Mike	Houston, TX United States	X	
	Wolfhope, John	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Janice Brown, and my date of birth is 

My address is 2711 N. Haskell Ave., Ste. 3300, Dallas, TX, 75204, U.S.
(street) (city) (state) (zip code) (country)

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

Executed in Dallas County, State of Texas, on the 17th day of May, 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: Legal
DATE: 06/06/2022

SUBJECT

Consider approval of a resolution suspending the June 17, 2022, effective date of Oncor Electric Delivery Company's requested rate change to permit the City time to study the request and establish reasonable rates; approving cooperation with the steering committee of cities served by oncor to hire legal and consulting services and to negotiate with the company and direct any necessary litigation and appeals; finding that the meeting at which this resolution is passed is open to the public as required by law; requiring notice of this resolution to the company and legal counsel for the steering committee. *(Staff Contact: Matt Ribitzki, Deputy City Attorney/Compliance Manager)*

Attachments

Department Memo
Presentation
Proposed Resolution

Respectfully submitted:

Matt Ribitzki
x9664

DEPARTMENT MEMO

DEPARTMENT: Legal

FROM: Matt Ribitzki, Deputy City Attorney/Compliance Manager

MEETING: June 6, 2022

SUBJECT:

Consider approval of a resolution suspending the June 17, 2022, effective date of Oncor Electric Delivery Company's requested rate change to permit the City time to study the request and establish reasonable rates; approving cooperation with the steering committee of cities served by Oncor to hire legal and consulting services and to negotiate with the company and direct any necessary litigation and appeals; finding that the meeting at which this resolution was passed is open to the public as required by law; requiring notice of this resolution to the company and legal counsel for the steering committee. *(Staff Presenter: Matt Ribitzki, Deputy City Attorney/Compliance Manager)*

SUMMARY:

Oncor Electric Delivery Company ("Oncor" or "the Company") filed an application on or about May 13, 2022 with cities retaining original jurisdiction seeking to increase system-wide transmission and distribution rates by about \$251 million or approximately 4.5% over present revenues. The Company asks the City to approve an 11.2% increase in residential rates and a 1.6% increase in street lighting rates. If approved, a residential customer using 1,300 kWh per month would see a bill increase of about \$6.02 per month.

The resolution suspends the June 17, 2022 effective date of the Company's rate increase for the maximum period permitted by law to allow the City, working in conjunction with the Steering Committee of Cities Served by Oncor, to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

The law provides that a rate request made by an electric utility cannot become effective until at least 35 days following the filing of the application to change rates. The law permits the City to suspend the rate change for 90 days after the date the rate change would otherwise be effective. **If the City fails to take some action regarding the filing before the effective date, Oncor's rate request is deemed administratively approved.**

The City of Burleson is a member of a 169-city coalition known as the Steering Committee of Cities Served by Oncor ("Steering Committee"). The Steering Committee has been in existence since the late 1980s. It took on a formal structure in the early 1990s when cities served by the former TXU gave up their statutory right to rate case expense reimbursement in exchange for higher franchise fee payments. Empowered by city resolutions and funded by *per capita* assessments, the Steering Committee has been

the primary public interest advocate before the Public Utility Commission, the Courts, and the Legislature on electric utility regulation matters for the last 30 years.

Although Oncor has increased rates many times over the past few years, this is the first comprehensive base rate case for the Company since March 2017.

OPTIONS:

- 1) Approve the resolution; or
- 2) Deny the resolution.

RECOMMENDATION:

Approve the resolution.

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

None.

FISCAL IMPACT:

No Fiscal Impact

STAFF CONTACT:

Matt Ribitzki, Deputy City Attorney/Compliance Manager
Legal Department
mrribitzki@burlesontx.com
817-426-9664



Resolution Suspending the Effective Date of Oncor's Requested Rate Change

PRESENTED TO THE CITY COUNCIL ON
JUNE 6, 2022

Resolution Suspending Oncor's Effective Date

- Oncor filed an application on or about May 13, 2022 with the City seeking to increase system-wide transmission and distribution rates by about \$251 million or approximately 4.5% over present revenues
- Oncor asks the City to approve an 11.2% increase in residential rates and a 1.6% increase in street lighting rates. If approved, a residential customer using 1,300 kWh per month would see a bill increase of about \$6.02 per month
- The law provides that a rate request made by an electric utility cannot become effective until at least 35 days following the filing of the application to change rates; in this case June 17, 2022
- The law permits the City to suspend the rate change for 90 days
- **If the City fails to take some action regarding the filing before the effective date, Oncor's rate request is deemed administratively approved**
- The proposed resolution would suspend the effective date of Oncor's requested rate change to give the City a chance to review the application thoroughly
- The City will review Oncor's requested rate change through the 169-city coalition known as the Steering Committee of Cities Served by Oncor

Resolution Suspending Oncor's Effective Date

Approve or Deny a Resolution:

- Suspending the effective date of Oncor's requested rate change to give the City a chance to review the application thoroughly through the Oncor Steering Committee
- Staff recommend approval

RESOLUTION

RESOLUTION OF THE CITY OF BURLESON SUSPENDING THE JUNE 17, 2022 EFFECTIVE DATE OF ONCOR ELECTRIC DELIVERY COMPANY'S REQUESTED RATE CHANGE TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING COOPERATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR TO HIRE LEGAL AND CONSULTING SERVICES AND TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL FOR THE STEERING COMMITTEE.

WHEREAS, on or about May 13, 2022, Oncor Electric Delivery Company (Oncor), pursuant to PURA §§ 33.001 and 36.001 filed with the City of Burleson a Statement of Intent to increase electric transmission and distribution rates in all municipalities exercising original jurisdiction within its service area effective June 17, 2022; and

WHEREAS, the City of Burleson is a member of the Steering Committee of Cities Served by Oncor ("Steering Committee") and will cooperate with the 169 similarly situated city members and other city participants in conducting a review of the Company's application and to hire and direct legal counsel and consultants and to prepare a common response and to negotiate with the Company prior to getting reasonable rates and direct any necessary litigation; and

WHEREAS, PURA § 36.108 grants local regulatory authorities the right to suspend the effective date of proposed rate changes for ninety (90) days after the date the rate change would otherwise be effective; and

WHEREAS, PURA § 33.023 provides that costs incurred by Cities in ratemaking proceedings are to be reimbursed by the regulated utility.

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

SECTION 1. That the June 17, 2022 effective date of the rate request submitted by Oncor on or about May 13, 2022, be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates.

SECTION 2. As indicated in the City's resolution approving membership in the Steering Committee, the Executive Committee of Steering Committee is authorized to hire and direct legal counsel and consultants, negotiate with the Company, make recommendations regarding reasonable rates, and to intervene and direct any necessary administrative proceedings or court litigation associated with an appeal of a rate ordinance and the rate case filed with the City or Public Utility Commission.

SECTION 3. That the City's reasonable rate case expenses shall be reimbursed by Oncor.

SECTION 4. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

SECTION 5. A copy of this Resolution shall be sent to Oncor, Care of Howard V. Fisher, Oncor Electric Delivery Company LLC, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202 and to Thomas Brocato, Counsel to the Steering Committee, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

PASSED, APPROVED AND ADOPTED on this _____ day of _____, 20____.

Chris Fletcher, Mayor

ATTEST:

Amanda Campos, City Secretary

APPROVED AS TO FORM:

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: Legal
DATE: 06/06/2022

SUBJECT

Consider approval of a minute order ratifying the 4A Economic Development Corporation Board's action approving a request for consent to sublease from American Tower Corporation concerning a land lease agreement with Verizon Wireless. *(Staff Contact: Alex Philips, Economic Development Director)*

Attachments

Department Memo
Staff Presentation
Request for Consent

Respectfully submitted:

Matt Ribitzki
x9664

DEPARTMENT MEMO

DEPARTMENT: Economic Development
FROM: Alex Philips, Economic Development Director
MEETING: June 6, 2022

SUBJECT:

Consider approval of a minute order ratifying the 4A Economic Development Corporation Board's action approving a request for consent to sublease from American Tower Corporation concerning a land lease agreement with Verizon Wireless. (*Staff Contact: Alex Philips, Economic Development Director*)

SUMMARY:

When the City of Burleson purchased 921 S. Burleson from Wagner Smith (now leased to FWave Roofing), the City inherited a ground lease with Verizon Wireless for the purpose of a cell tower. The ground lease is active and continues with automatic extensions in 5 year increments, until either party requests termination in writing. The price of the ground lease increases with each 5 year extension. Currently the City receives \$15,972.00 per year for the lease.

American Tower manages the lease on behalf of Verizon Wireless. The lease allows for subleases with consent from owner. American Tower has requested consent on Verizon Wireless to allow a sublease to AT&T Mobility.

- All work will take place within existing compound and on the existing tower
- The overall appearance of the tower will remain similar
- The addition of equipment will not change the overall height
- The obligations and responsibilities of Verizon Wireless and American Tower under the ground agreement are still in full force and effect

OPTIONS:

- Approve a minute order ratifying the 4A Economic Development Corporation Board's action approving a request for consent to sublease from American Tower Corporation concerning a land lease agreement with Verizon Wireless
- Deny a minute order ratifying the 4A Economic Development Corporation Board's action approving a request for consent to sublease from American Tower Corporation concerning a land lease agreement with Verizon Wireless

RECOMMENDATION:

Approve a minute order ratifying the 4A Economic Development Corporation Board's action approving a request for consent to sublease from American Tower Corporation concerning a land lease agreement with Verizon Wireless

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

American Tower

Sublease Consent Request



Current Ground Lease

- 921 S. Burleson
 - Adjacent to building leased to FWave Roofing
 - Original Lease entered in 2008
 - Lease renews in 5 year increments with price increase
 - Current annual rate is \$15,972.00
 - Subleases must be approved by City of Burleson (lessor)



Sublease Request

- Current lease with Verizon Wireless
- American Tower manages lease on behalf of Verizon
- Lessee requests to sublease portion of tower to AT&T Mobility
- Obligations in current lease remain unchanged
- Appearance and height of the tower will be unchanged





Tonight's Motion



Approve

Approve a request for consent to sublease from American Tower Corporation concerning a land lease agreement with Verizon Wireless



Deny or Modify

Deny or Modify request for consent to sublease from American Tower Corporation concerning a land lease agreement with Verizon Wireless



BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION
141 W. RENFRO STREET
BURLESON, TX 76028

May 6, 2022

REQUEST FOR CONSENT TO SUBLEASE*

SITE NUMBER	SITE NAME	PROJECT NUM.	CUSTOMER**
416629	BURLESON HIDDEN CREEK TX	13639086	AT&T MOBILITY
SITE ADDRESS		GROUND AGREEMENT	
921 S. Burleson Blvd Burleson, Texas 76028-4906		Land Lease Agreement dated October 16, 2008	

* the transaction contemplated may be a sublease, sub-sublease, license, or other form of conveyance whereby AT&T MOBILITY is entering into an agreement to use this site.

** any reference to AT&T MOBILITY includes one or more of its related entities.

Dear Landlord:

As you may be aware, American Tower (or one of its related entities) is subleasing the site from Verizon Wireless (or one of its related entities). We, MD7, are assisting American Tower in the management of this site, including requesting consent from landlords on behalf of American Tower when such consent is required. We are writing to request your consent to a proposed sublease to AT&T MOBILITY at this site. Since AT&T MOBILITY will be a new customer at the site, we are required to get your written consent to this sublease per the ground agreement.

As wireless coverage demands continue to change, providers routinely expand their networks by placing equipment on new towers. Below are a few answers to frequently asked questions we receive from landlords on this type of project:

- All work will take place within the existing compound and on the existing tower.
- The overall appearance of the tower will remain similar.
- The addition of AT&T MOBILITY's equipment at a different height than existing carrier(s)' equipment will not change the overall height of the tower.
- The obligations and responsibilities of Verizon Wireless and American Tower under the ground agreement are still in full force and effect.
- Notably we will not sublease ground space to AT&T MOBILITY based on the provision of the ground agreement that restricts us from doing so.

If you could please consent to this sublease by signing this letter below and returning it to my attention, either by mail or email, I would appreciate it American Tower values our relationship with you so if there are any questions please do not hesitate to contact me directly.

Thank you for your time.

Sincerely,

Amar Alhakim

Amar Alhakim

Lease Consultant, MD7

E: aalhakim@md7.com | P: 858.754.2153

Consent

I consent to the proposed sublease* to AT&T MOBILITY at the site referenced above.

Signature: _____ Date: _____

Print Name:

Title:



City of Burleson

City Council

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

AGENDA INFORMATION SHEET

DEPARTMENT: Development Services
CASE MANAGER: Lidon Pearce
DATE: 06/06/2022

SUBJECT

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

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

Attachments

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

Respectfully submitted:

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

DEPARTMENT MEMO

DEPARTMENT: Development Services

FROM: Tony McIlwain

MEETING: June 6, 2022

SUBJECT

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

SUMMARY:

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

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

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

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

OPTIONS:

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

RECOMMENDATION:

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

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

May 16, 2022 -First reading at City Council for Case 21-099.

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

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

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

PUBLIC NOTIFICATION:

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

FISCAL IMPACT:

None.

STAFF CONTACT:

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

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

Purpose of Amendments

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

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

Summary of Amendments

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

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

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

Code Section

Summary of change

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

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

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

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

Article 3. - Plat Requirements Section 3.2 - Preliminary Plat

Section 3.2 (5) - Approval of Preliminary Plats

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

Section 3.2 (11) Preliminary plat exemptions

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

Section 3.3 - Final Plat

Section 3.3 (3) - Approval of Final Plats

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

Section 3.6 - Replats

Section 3.6 (4) - Approval of replats

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

Section 3.6 (5) - Final Action

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

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

Article 9 – Community facilities contracts

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

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

P&Z Summary

Vote

Recommended Approval Unanimously.

Discussion

None.

Speakers

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

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

Council Action Requested

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

Questions/Discussion

ORDINANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 6. This ordinance shall be cumulative of all provisions of ordinances of the City of Burleson, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed. To the extent that the provisions of the City of Burleson’s various development ordinances conflict with this ordinance, the terms of this ordinance shall control.

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

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

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

Section 10. That it is hereby officially found and determined that the meeting at which this ordinance is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

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

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

be fined, upon conviction, not less than one dollar (\$1.00) nor more than two thousand dollars (\$2,000.00), and each day any violation of noncompliance continues shall constitute a separate and distinct offense. The penalty provided herein shall be cumulative of other remedies provided by State Law, and the power of injunction as provided in V.T.C.A. Local Government Code 54.012 and as may be amended, may be exercised in enforcing this article whether or not there has been a complaint filed.

PASSED AND APPROVED:

First Reading: the _____ day of _____, 20____.

Second Reading: the _____ day of _____, 20____.

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Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

Amanda Campos, City Secretary

APPROVED AS TO FORM:

E. Allen Taylor, Jr., City Attorney

Article 2 – Platting Policies

Sec. 2.6 - Procedures for approval of subdivisions.

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

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

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

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

Article 3 – Plat Requirements

Sec. 3-2 – Preliminary Plats

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

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

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

(5) Approval of Preliminary Plats

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

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

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

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

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

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

Sec. 3-3 – Final Plats

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

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

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

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

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

(3) Approval of Final Plats

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

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

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

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

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

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

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

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

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

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

Sec. 3-6 –Replat

(4) Approval of replats

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

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

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

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

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

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

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

(5) Final action.

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

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

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

COMMUNITY FACILITIES CONTRACT
CITY OF BURLESON

STATE OF TEXAS

§

PROJECT NAME:

COUNTIES OF TARRANT §

CONTRACT NO.: **20**____ -__

AND JOHNSON

§

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

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

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

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

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

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

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

1. Covenants of the Developer.

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

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

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

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

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

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

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

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

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

Compensation Insurance

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

Liability Insurance

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

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

Umbrella Liability

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

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

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

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

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

2. Covenants of the City

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

3. Miscellaneous

a. Compliance with Laws.

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

b. Venue and Governing Law

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

c. Assignment

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

d. Waiver

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

e. Amendments

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

f. Liens and Assessments

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

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

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

g. Continuity

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

h. Severability

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

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

DEVELOPER:

BY: _____

NAME: _____
(print)

TITLE: _____

ADDRESS:

THE CITY OF BURLESON:

BY: _____
CITY MANAGER

141 West Renfro Street
Burleson, Texas 76028

STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

CITY

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

[SEAL]

Notary Public in and for the State of Texas

Type or Print Notary's Name

My Commission Expires: _____

THE STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

DEVELOPER

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

Given under my hand and seal of office, this ____ day of _____, 20____.

[SEAL]

Notary Public in and for the State of Texas

Type or Print Notary's Name

My Commission Expires: _____

THE STATE OF TEXAS §
COUNTY OF _____ §

Maintenance Bond

KNOW ALL MEN BY THESE PRESENTS:

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

_____; NOW THEREFORE,

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

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

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

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

IN WITNESS WHEREOF, this instrument is executed on this the _____ day of _____, 20____.

WITNESS

DEVELOPER

Signature

Signature

Typed/Printed Name

Typed/Printed Name

Address

Address

WITNESS

SURETY

Signature

Signature

Typed/Printed Name

Typed/Printed Name

Address

Address

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

NAME _____

ADDRESS _____

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

THE STATE OF TEXAS S

Performance Bond

COUNTY OF _____ S

KNOW ALL MEN BY THESE PRESENTS:

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

_____; NOW THEREFORE,

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

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

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

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

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

IN WITNESS WHEREOF, this instrument is executed on this the _____ day of _____, 20____.

WITNESS

Signature

Typed/Printed Name

Address

DEVELOPER

Signature

Typed/Printed Name

Address

WITNESS

Signature

Typed/Printed Name

Address

SURETY

Signature

Typed/Printed Name

Address

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

NAME _____

ADDRESS _____

THE STATE OF TEXAS S

Payment Bond

COUNTY OF _____ S

KNOW ALL MEN BY THESE PRESENTS:

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

_____; NOW THEREFORE,

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

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

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

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

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

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

IN WITNESS WHEREOF, this instrument is executed on this the _____ day of _____, 20____.

WITNESS

Signature

Typed/Printed Name

Address

DEVELOPER

Signature

Typed/Printed Name

Address

WITNESS

Signature

Typed/Printed Name

Address

SURETY

Signature

Typed/Printed Name

Address

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

NAME _____

ADDRESS _____

Date: _____

**SWPPP POST-CONSTRUCTION
MAINTENANCE PLAN**

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

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

PROJECT: _____

OPERATOR: _____

(Name printed)

By: _____

(Signature)

(Signer's name printed)

ARTICLE 4. COMMUNITY FACILITIES POLICY (PUBLIC INFRASTRUCTURE)

Sec. 4.1 Basic policy.

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

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

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

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

Sec. 4.2 City participation and reimbursement.

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

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

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

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

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

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

Sec. 4.3 Escrow.

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

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

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

Sec. 4.4 Community facilities contract policy.

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

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

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

facilities or requirements included in the contract that are not completed by the developer within two years may be completed by the city at the developer's expense as provided through an acceptable means of financial security as provided in the community facilities contract.

- (12) After execution of the community facilities contract by the developer and the city, any significant changes in the contract, or the plans or specifications that alter the scope of the project will require an amendment to the community facilities contract which will include modifications of the bonds and may require additional payment of developer's contract fees.
- (13) After construction and initial (substantial) acceptance by the city, the developer's engineer shall furnish a set of drawings stamped "record drawings" to the city along within an electronic PDF file of the record drawings. The final construction of the community facilities shall be field verified to ensure they are within the dedicated right-of-way or easement. If the facility does not lie within a city right-of-way or easement, the developer shall have an instrument prepared for filing to coincide with the actual line location. The instrument will be recorded by the city in the county deed records. Any such installation, when made, shall become the property of the city, free and clear of all encumbrances, following expiration of the maintenance bond.
- (14) Construction must start within three years of the city's acceptance of the construction plans. Plans for projects which have not started construction within this time must be resubmitted for a new review and shall follow all current regulations in place at the time of resubmittal.

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

Sec. 4.5 Fees.

Fees, as established the city council, are required for the construction of community facilities within subdivisions. Following is a summary of fees that are typically required for the construction of community facilities:

- (1) Plat application fee. The fees for specific plat types are found in the city's fee schedule. This fee shall be paid prior to the presentation of the plat to the planning and zoning commission or city council, if applicable. If the plat is approved administratively, the fee shall be paid prior to recording with the county.
- (2) Commercial plan review fee. This fee is for the review of commercial site plans by the DAC. This fee is paid with building permit application. If the commercial project does not require a building permit, then this fee shall be paid prior to DAC review.
- (3) Developer's contract fee. This fee is for the administration of the community facilities engineering plans and community facilities contract and the inspection of the construction of the community facilities. This fee is paid prior to issuance of a notice to proceed with construction of the community facilities.
- (4) Parkland dedication fee. This fee may be paid in lieu of the dedication of parkland. This fee is paid prior to recording the plat with the county. This fee may be offset by dedication of land in accordance with article 8.
- (5) Park development fee. This fee is for the installation of park infrastructure. This fee is paid prior to recording the plat with the county. This fee may be offset by construction of park infrastructure in accordance with article 8.
- (6) Emergency warning system fee. This fee is for the installation and maintenance of the city's emergency warning system. This fee is paid prior to filing the plat with the county.

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- (7) Public safety wireless access fee. This fee is for the installation and maintenance of facilities that will provide wireless access for public safety officers and access to a wireless internet system (for a fee) for residents of the area.
 - (8) Sign installation fee. This fee is for the installation of traffic control and street signs within or caused by the subdivision. This fee is paid prior to issuance of a notice to proceed with the construction of the community facilities.
 - (9) Easement filing fees. The city will file all offsite public easements required to be filed by separate instrument for the subdivision. The fee for the filing will be based on the actual cost charged by the county for the filing of the easement(s). This fee is paid when the easement documents are submitted to the city for filing.
 - (10) Escrow. Funds may be required to be placed into an escrow account with the city in accordance with section 4.3. The escrow funds are paid prior to recording the plat with the county.
 - (11) Pro-rata. Funds may be required to be paid to reimburse a developer for installation of community facilities installed with a prior subdivision. The pro-rata fee is paid prior to recording the plat with the county.
 - (12) Flood study review fee. The flood study review fee is paid to recoup the city's cost of review of flood studies. The flood study review fee is paid with the submission of the flood study for review.
 - (13) Traffic study review fee. The traffic study review fee is paid to recoup the city's cost of the review of traffic warrant studies and traffic impact analyses. The traffic study review fee is paid with the submission of the traffic study for review.
 - (14) Waiver fee. The waiver fee is paid for any waivers submitted to the planning and zoning commission or city council. The waiver fee is paid before the waiver is presented to the planning and zoning commission of city council. A single waiver fee is required for presentation to the planning and zoning commission and city council. If multiple waivers are requested, a waiver fee for each request may be required.
 - (15) Impact fees. Water and wastewater impact fees will be required with building permit application.
 - (16) Testing. Section 4.6, community facilities construction inspection, provides a list of cost responsibilities for laboratory testing. The developer or contractor must pay any outstanding testing fees prior to initial construction acceptance by the city.
 - (17) Inspector overtime. Section 4.6 community facilities construction inspection, provides a summary of the overtime inspection policy. The developer or contractor must pay any outstanding inspection overtime charges prior to initial construction acceptance by the city.

Additional fees may be identified during the review of the plans. The development services director or the public works director will notify the developer of any additional fees as soon as the fees are identified. Additional fees associated with building construction will be required during the building permit process. All fees will be charged in accordance with the current city fee schedule as adopted annually by the city council.

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

Sec. 4.6 Community facilities construction inspection.

- (a) The developer's contractor shall give at least 48-hours' notice to the public works director of intent to commence actual construction of the facilities, so that inspection personnel can be made available. Any work initiated prior to notice to the city shall be removed if directed by the city.

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- (b) If the developer's contractor leaves the job site for five consecutive workdays (for reasons other than weather related causes), at least 24 hours' written notice of intent to commence construction shall again be required. Any work initiated prior to written notice to the city shall be removed if directed by the public works director.
 - (c) The developer will delay connection of buildings to service lines of sewer and water mains, until the sewer and water mains and service lines have been completed and accepted by the city.
 - (d) The developer may obtain from the public works director a statement that the contractor's work has been completed in accordance with the city requirements. However, the maintenance bond will not go into effect until after the entire development has been accepted for maintenance by the city. The developer shall notify all contractors and subcontractors working on the development that all of their work is subject to inspection by the city at any time.
 - (e) The city may require certification of materials being used.
 - (f) Laboratory testing will be required for quality control on all community facilities.

(1) The city will pay for initial testing for the following:

- a. Sanitary sewer trench backfill density.
- b. Water line trench backfill density.
- c. Storm drain trench backfill density.
- d. Lime or cement stabilized subgrade gradation and density.
- e. Portland cement concrete paving strength test/cylinders.
- f. Concrete thickness test/coring.
- g. Concrete structures strength test/cylinders.

The city pays for only the initial testing. Any retests based on failed tests are at the expense of the developer. The city will contract with an independent testing laboratory.

(2) The developer will pay for the following tests:

- a. Sanitary sewer line pressure test.
- b. Sanitary sewer manhole vacuum test.
- c. Video of sanitary sewer line.
- d. Water line pressure test.
- e. Water line sterilization.
- f. Pavement mix design/plant control.
- g. Concrete structure mix design/plant control.

The developer shall use an approved laboratory that is a member of the American Council of Independent Laboratories and which comply with standard recommended practice for inspection and testing agencies for concrete, steel and bituminous materials as used in construction, ASTM Designation E 329.

Additional laboratory tests may be required during construction. The developer will be responsible for the cost of any additional testing.

- (g) Should any point not covered in the plans, the community facilities contract, or the community facilities policy, the developer shall contact the public works director for a determination of the city's requirements.

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- (h) If the city determines that any work does not meet the city requirements or has not had proper city inspection, the public works director will notify the developer in writing, of the inadequacies which may require the developer to cease all operations until defects have been corrected, and property inspection has been made.
 - (i) A regular workday will be any Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m., except designated holidays. The developer's contractor may find it necessary to request inspection personnel to work overtime or on a non-regular workday. A minimum of four hours of overtime will be charged for any inspections requested on a non-regular workday. The developer will reimburse the city for costs incurred for overtime worked by city personnel. All overtime work requests shall be made by the developer a minimum of 24 hours in advance and approved, in writing, by the public works director. All city inspection overtime costs incurred by a developer's contractor shall be paid prior to the acceptance of the project by the city.

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

Sec. 4.7 Easements.

- (a) Easements dedicated by plat. When possible, easements shall be dedicated on the plat. Easements shall be dedicated for the purposes indicated by their description including, but not limited to, the installation and maintenance of water, sanitary sewer, storm sewer, drainage, electricity, telephone, gas and cable television. When possible, easements shall be dedicated for the exclusive use of water, sanitary sewer or drainage rather than as blanket "utility easements." Owner shall have the right to use the easements, provided, however, that it does not unreasonably interfere with or impede the provision of the services to others. Ingress and egress is granted on, over and across all public easements for the benefit of the provider of services for which the easements are granted.
- (b) Easements by separate instrument. When easements have not been filed by plat for community facilities or when it is necessary to install community facilities offsite from a subdivision, easements must be filed by separate instrument. The developer is responsible for providing to the city a metes and bounds description and exhibit sealed by a licensed surveyor and an executed dedication statement on the city's standard form. The city will file the easement with the appropriate county upon receipt of the filing fees from the developer.
- (c) Easement maintenance. Routine maintenance (mowing, cleaning, etc.) of easement areas is the responsibility of the owner of the property on which the easement is contained. The city will only maintain the function of the easement.
- (d) When easements are requested on property owned and maintained by the city, the council shall consider the easement conveyance and the city manager, or their designee, shall execute the easement documents upon approval by the city council.

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

Sec. 4.8 Ownership and maintenance.

All community facilities constructed within dedicated public rights-of-way or public easements shall be and shall remain the property of the city and, after expiration of the maintenance bonds, shall be maintained by the city, except as otherwise required by this appendix.

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

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

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

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

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

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

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

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

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

Compensation Insurance

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

Liability Insurance

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

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

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

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

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

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

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

2. Covenants of the City

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

3. Miscellaneous

a. Compliance with Laws.

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

b. Venue and Governing Law

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

c. Assignment

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

d. Waiver

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

e. Amendments

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

f. Liens and Assessments

If the Developer fails to comply with any of the provisions of this Contract, the City shall be authorized to cease issuance of any certificates of occupancy or building permits on property in the Subdivision owned by the Developer. Should the Developer fail to complete construction of the Community Facilities, in addition to any other remedy authorized by this Contract or by law, the City shall be authorized to complete such construction and file a mechanic's lien against the Developer's property in the Subdivision, or in the alternative, to levy an assessment against the Developer's property for public improvements in accordance with state law.

g. Continuity

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

h. Severability

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

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

DEVELOPER:

BY: _____

NAME: _____
(print)

TITLE: _____

ADDRESS:

THE CITY OF BURLESON:

BY: _____
CITY MANAGER

141 West Renfro Street
Burleson, Texas 76028

STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

CITY

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

[SEAL]

Notary Public in and for the State of Texas

Type or Print Notary's Name

My Commission Expires: _____

THE STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

DEVELOPER

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

Given under my hand and seal of office, this ____ day of _____, 20____.

[SEAL]

Notary Public in and for the State of Texas

Type or Print Notary's Name

My Commission Expires: _____

THE STATE OF TEXAS §
COUNTY OF _____ §

Maintenance Bond

KNOW ALL MEN BY THESE PRESENTS:

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

_____; NOW THEREFORE,

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

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

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

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

IN WITNESS WHEREOF, this instrument is executed on this the _____ day of _____, 20____.

WITNESS

DEVELOPER

Signature

Signature

Typed/Printed Name

Typed/Printed Name

Address

Address

WITNESS

SURETY

Signature

Signature

Typed/Printed Name

Typed/Printed Name

Address

Address

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

NAME _____

ADDRESS _____

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

THE STATE OF TEXAS S

Performance Bond

COUNTY OF _____ S

KNOW ALL MEN BY THESE PRESENTS:

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

_____; NOW THEREFORE,

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

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

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

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

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

IN WITNESS WHEREOF, this instrument is executed on this the _____ day of _____, 20____.

WITNESS

Signature

Typed/Printed Name

Address

DEVELOPER

Signature

Typed/Printed Name

Address

WITNESS

Signature

Typed/Printed Name

Address

SURETY

Signature

Typed/Printed Name

Address

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

NAME _____

ADDRESS _____

THE STATE OF TEXAS S

Payment Bond

COUNTY OF _____ S

KNOW ALL MEN BY THESE PRESENTS:

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

_____; NOW THEREFORE,

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

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

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

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

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

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

IN WITNESS WHEREOF, this instrument is executed on this the _____ day of _____, 20____.

WITNESS

Signature

Typed/Printed Name

Address

DEVELOPER

Signature

Typed/Printed Name

Address

WITNESS

Signature

Typed/Printed Name

Address

SURETY

Signature

Typed/Printed Name

Address

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

NAME _____

ADDRESS _____

Date: _____

**SWPPP POST-CONSTRUCTION
MAINTENANCE PLAN**

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

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

PROJECT: _____

OPERATOR: _____

(Name printed)

By: _____

(Signature)

(Signer's name printed)



City of Burleson

City Council

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

AGENDA INFORMATION SHEET

DEPARTMENT: Development Services

DATE: 06/06/2022

SUBJECT

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

Attachments

Department Memo
Staff Presentation
Site Plan
SACC Narrative

Respectfully submitted:

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

DEPARTMENT MEMO

DEPARTMENT: Development Services

FROM: Tony McIlwain

MEETING: May 16, 2022

SUBJECT

AACA Parts and Supplies located at 118 NW Hillery St. (Case 21-141): Hold a public hearing and consider a Commercial Site Plan with associated waivers to the Old Town Design Standards, Masonry Construction Standards and the Design Standards Manual for an HVAC business expansion. Continued from May 16, 2022 City Council meeting. *(Staff Presenter: Tony McIlwain, Director of Development Services) (The Planning and Zoning Commission recommended approval by a unanimous vote)*

SUMMARY:

On October 18, 2021, an application for a site plan was submitted by Booper Rokus with RKP Ventures LLC (Applicant) on behalf of Brad Lemons with AACA (Owner). The 0.96-acre subject site currently contains a 9,052sf metal building that was constructed in 1975. AACA Parts and Supplies (applicant) began operating out of this location in 2008 and purchased the property in 2013. The owner is now proposing to expand the building to include 7,416sf of additional warehouse space in order to accommodate the growing HVAC business. The current zoning is I, Industrial zoning district which allows for the existing use of Contractor; storage/equipment.

Background

The subject property is zoned I, Industrial but it is also located within the Old Town Overlay. Per Section 4-3. - Applicability of standards, "the Old Town Design Standards shall be binding standards applied to all development occurring within the Old Town Overlay District, and shall apply to all new or substantially renovated buildings". The term "substantially renovated" means that the value of the proposed renovation exceeds 50 percent of said building's value as set by the Johnson County Appraisal District. According to the Central Appraisal District of Johnson County, the appraised value (or total market value) of the existing building is \$231,207. The building permit application submitted to the City indicated that the proposed expansion has a job value of roughly \$265,000. Considering this, the proposed renovation exceeds 50 percent of said buildings value as set by Johnson County Appraisal District. Subsequently, the Old Town Design Standards and formal approval processes shall be applied to this renovation.

Site Plan

As previously mentioned, the subject site currently contains a 9,052sf metal building that was constructed in 1975. The current owners of the subject site, AACA Parts and Supplies, began operating out of this location in 2008 and purchased the property in 2013. The existing 9,052sf building is utilized as retail and warehouse space. According to the owner, additional warehouse space is needed to accommodate the growing business. Subsequently, the owner is proposing to expand the existing building to include an

additional 7,416sf of warehouse space. The proposed addition will tie into the rear of the existing building and will be consistent in material, color and height. The owner is also proposing to use this opportunity to improve the overall aesthetic of the site as well as the interior of the building. The intent is to accomplish these goals in two phases:

Phase 1:

- Add on 7,416sf of warehouse space to the rear of the existing building. The expansion will be constructed out of metal R Panel materials and include two roll up doors. The metal paneling will be consistent in material and color with the existing 9,053sf building.
 - Color: Light stone trimmed in white
 - Proposed building will tie into existing building by roof only
- Fire lanes will be extended on both sides of the building.
- Additional fire safety measures will be taken to ensure additional fire safety.
 - Installation of automatic sprinkler system
 - Fire hydrant located in front right corner of the subject property
- Construction of a masonry dumpster enclosure with gated entry.
- Re-stripe existing parking spaces (11).

Phase 2:

- Remodel interior showroom.
- Update the primary façade of the building to include:
 - 4' brick veneer
 - Double entrance doors
 - Attached awning over the entrance way
 - Planter pots along front façade of the building

Building Elevations

Site Plan submittals located within the Old Town Overlay reflecting architectural styles that do not specifically fit into the sub-classifications described in the Old Town Design Standards shall be reviewed by the Old Town Development Standards Review Committee, Planning and Zoning Commission and City Council. Architectural creativity can be pursued, however, the applicant must provide a Statement of Architectural and Contextual Compatibility (SACC). A full site plan along with a Statement of Architectural and Contextual Compatibility (SACC) is included in this packet.

According to the Old Town Design Standards, the material lists are divided into materials that generally are unrestricted, materials that are desirable in small quantities, and materials that are undesirable unless used in an unusual or artistic fashion. Unrestricted siding materials are materials that may be used, in a manner consistent with the chosen architectural style, without limits. These materials include brick, stone, cast stone, ceramic tile and stucco.

The proposed 7,416sf warehouse expansion will be constructed out of 100 percent R Panel metal materials and include two roll up doors. Per the Old Town Design Standards: Buildings Sec. 4-63 (G.3.a), architectural metal panels shall be no more than fifteen percent (15%) of any single type A or type B

façade. According to the applicant, the design and materials proposed for the addition are strictly based on maintaining consistency with the existing building. The proposed addition will tie into the rear of the existing building and will be consistent in material, color and height.

Waivers Requested

Six waivers requested by the applicant for the following reasons and staff responses.

1. **Materials:** Old Town Design Standards: Buildings Sec. 4-63 (G.3.a)

Required: Architectural metal panels shall be no more than fifteen percent (15%) of any single type A or type B façade.

Provided: 100% R Panel metal on all facades (with the exception of the 4' brick veneer on the primary facade).

Justification: Staff supports this waiver because the proposed materials were selected to maintain consistency with the existing building. The applicant is also proposing to improve the existing primary façade (facing Hillery St.) to include a 4' brick veneer along the south elevation.

2. **Total Glass Area:** Old Town Design Standards: Buildings Sec. 4-63 (A.11)

Required: Total glass area of the primary façade shall be between 40 and 80 percent.

Provided: Applicant did not provide exact percentages, but is not interested providing additional glazing.

Justification: Staff supports this waiver as the primary façades existing windows will not be altered. The applicant is proposing to provide new double entrance doors, however, the primary utilization of the building will be that of a warehouse, additional glass is not necessary.

3. **Parking:** Sec. 134-110 Nonresidential Uses (18 & 21)

Required: 15 parking spaces

Provided: 11 parking spaces

Justification: Staff supports this waiver as the subject site currently provides 11 parking spaces and believes no additional parking is necessary as the proposed expansion will not increase vehicular traffic or require additional staffing.

4. **Landscaping:** Old Town Design Standards Sec. 4-61 (D) (1 & 2) / Sec. 4-62 (E.3)

Required: There shall be plantings along parkway and trees spaced 40' apart along the block. Landscape screen along parking lot street frontage.

Provided: Planter pots to be placed along front façade of the building.

Justification: Staff supports this waiver as the developed site does not provide adequate areas to accommodate these landscaping requirements. The applicant has agreed to provide landscaping where possible.

5. **Fire Lane:** Design Standards Manual: Fire Lane Requirements Sec. 5.7 (B.2)

Required: All buildings or structures shall be constructed in such a way that all ground level exterior sides of the building are within 150' of the fire lane.

Provided: Installation of an automatic sprinkler system.

Justification: The Fire Code authorizes the Fire Code Official to increase the distance where the building is equipped throughout with an automatic sprinkler system. The Fire Marshal is in support of increasing the distance because the applicant has agreed to install an automatic sprinkler system.

6. **Building:** Old Town Design Standards: Buildings Sec. 4-63 (G.6)

Required: Pre-fabricated metal buildings shall not be allowed.

Provided: 7,416sf pre-fabricated metal addition.

Justification: Staff supports this waiver as the applicant is proposing to expand the existing buildings warehouse space while also maintain consistency with the existing building. The proposed addition will tie into the rear of the existing building and will be consistent in material, color and height.

The following is a summary of requested waivers:

Summary Waiver Table

Item (Ordinance Reference)	Required	Provided	Conformance
Old Town Design Standards: Buildings Sec. 4-63 (G.3.a)	Architectural metal panels shall be no more than fifteen percent (15%) of any single type A or type B façade.	100% R Panel metal on all facades (with the exception of the 4' brick veneer)	Waiver Requested

Old Town Design Standards: Buildings Sec. 4-63 (A.11)	Total glass area of the primary façade shall be between 40 and 80 percent.	Not Provided	Waiver Requested
Parking: Sec. 134-110 Nonresidential Uses (18.21)	Retail: one space for each 200 square feet of total floor area = 12 Spaces Warehouse: one space for each two employees = 3 Total = 15	11 parking spaces provided (existing spaces to be re-stripped)	Waiver Requested
Old Town Design Standards: Landscaping Sec. 4-61 (D) (1 & 2) / Sec. 4-62 (E.3)	Parkway: Plantings along parkway & trees along block spaced 40 feet apart Parking: Landscape screen along parking lot street frontage	Planter pots to be placed along front façade of the building	Waiver Requested
Design Standards Manual: Fire Lane Requirements Sec. 5.7 (B.2)	All buildings or structures shall be constructed in such a way that all ground level exterior sides of the building are within 150' of the fire lane	Installation of an automatic sprinkler system	Waiver Requested
Old Town Design Standards: Buildings Sec. 4-63 (G.6)	Pre-fabricated metal buildings shall not be allowed	7,416sf Pre-fabricated metal addition	Waiver Requested

Utilities and Drainage

Utilities have already been extended to the site. A fire hydrant and valve will be added with this project. The site is accounted for in existing drainage facilities. No additional improvements are required.

Traffic

The use for the site has not changed and a TIA was not warranted.

OPTIONS:

1. Open a Public Hearing;
2. Close a Public Hearing;
3. Consider waiver requests.
4. If waiver requests are approved as proposed or with additional conditions, approve a site plan for AACA Parts and Supplies located at 118 NW Hillery St. (21-141)

RECOMMENDATION:

Staff recommends approval of the Commercial Site Plan with associated waivers to the Old Town Design Standards, Masonry Construction Standards and the Design Standards Manual for AACA Parts and Supplies. (21-141)

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

May 16, 2022 – The item was continued to the June 6, 2022, City Council meeting.

April 26, 2022: The Planning and Zoning Commission recommended approval unanimously.

April 19, 2022: The Old Town Design Standards Review Committee recommended approval unanimously.

FISCAL IMPACT:

None

PUBLIC NOTIFICATION:

Public notices were mailed to property owners within 200 feet of the subject property and published in the newspaper. Staff has received no inquiries concerning this request.

STAFF CONTACT:

Name:	Tony McIlwain
Department:	Development Services
Email:	tmcilwain@burlesontx.com
Phone:	817-426-9684

AACA Site Plan

Location:

- 0.96 acres
- 118 NW Hillery St.

Applicant:

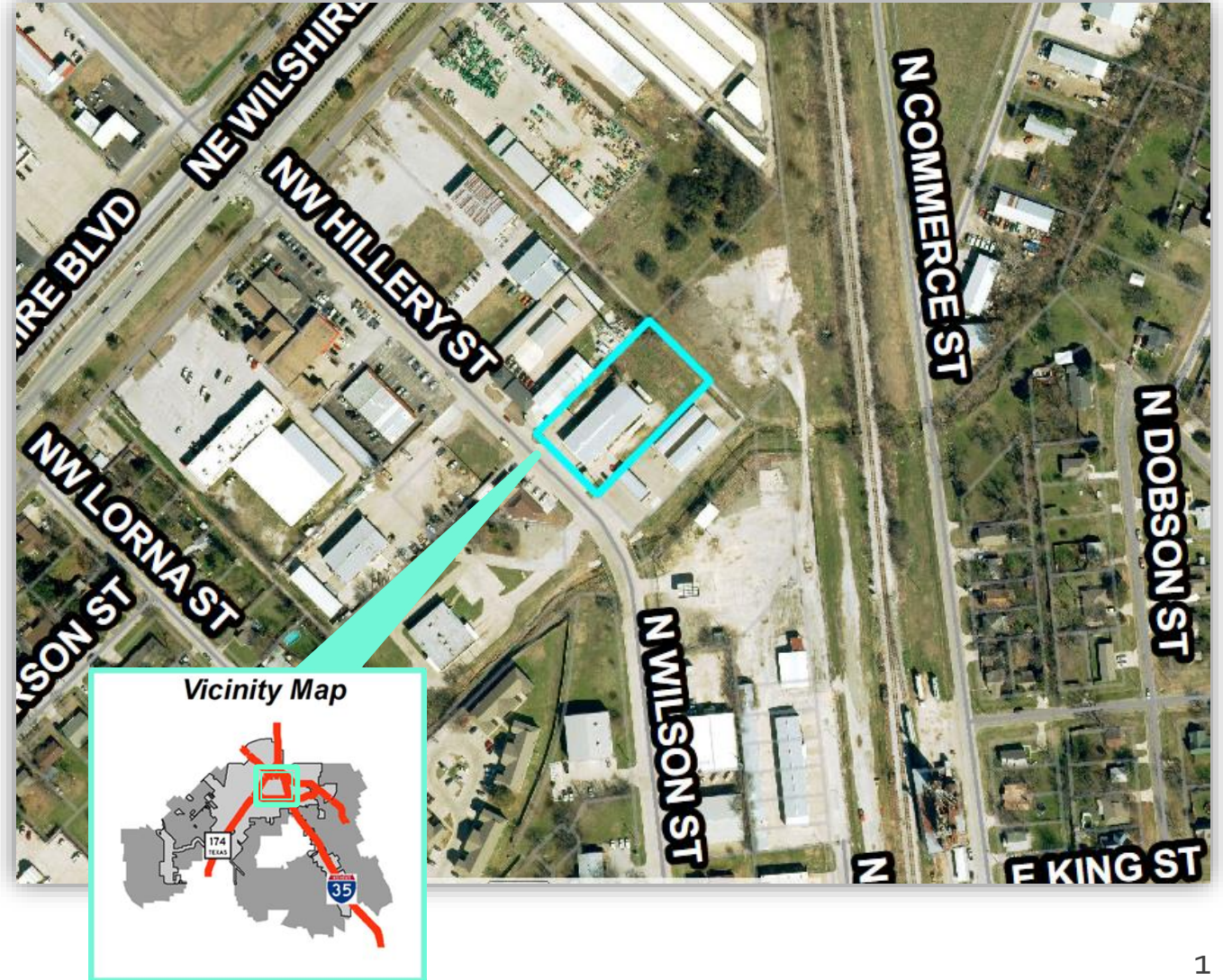
- Booper Rokus with RKP Ventures LLC

Owner:

- Brad Lemons with AACA Parts and Supplies

Item for approval:

Site Plan (21-141)



AACA Site Plan

Company Name:

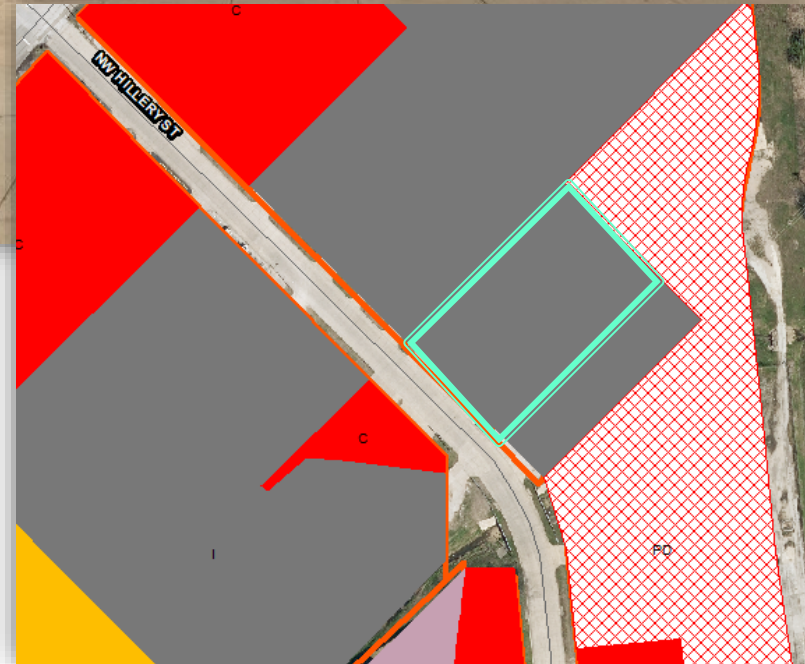
AACA Parts and Supplies (HVAC)

Property Information:

- Current Zoning – “I” Industrial
- 9,052sf existing metal building (1975)
- AACA Parts and Supplies (applicant) began operating out of this location in 2008 and purchased the property in 2013

Site Plan Summary:

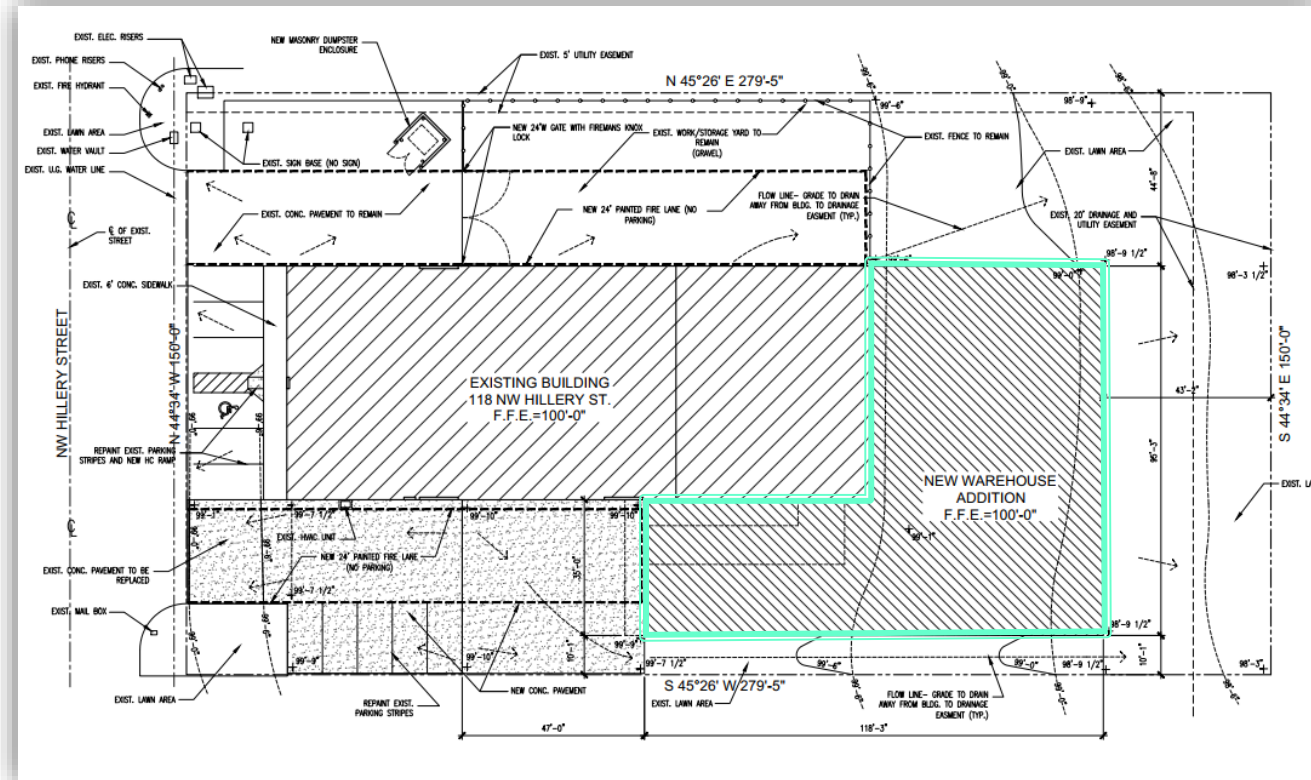
Expand building to include **7,416sf** of additional warehouse space



AACA Site Plan

Site Plan

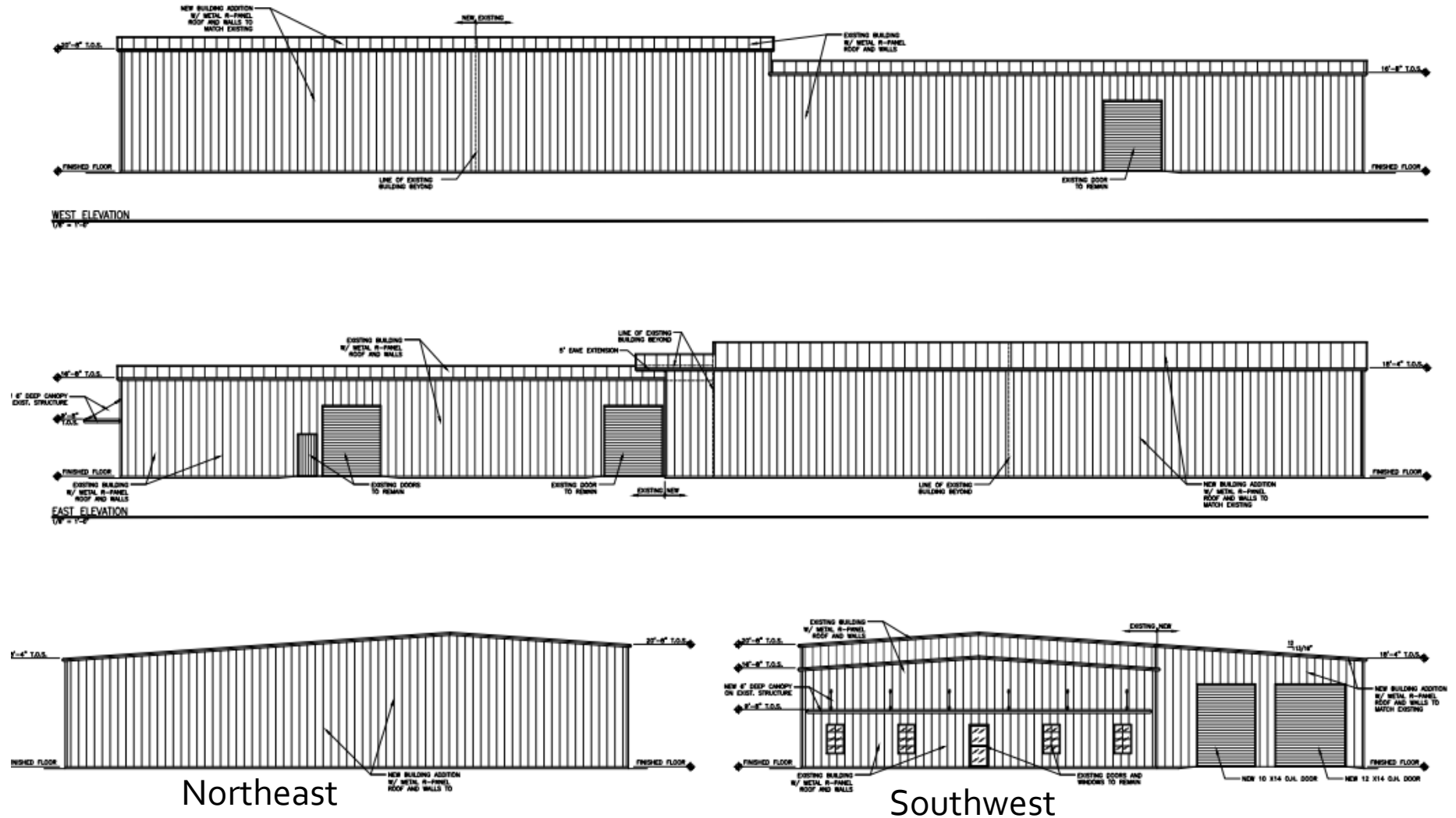
- 7,416 SF addition:
- Tie into rear of the existing building
- Consistent in material, color and height
 - R Panel metal with a light stone color
- Single-story 18' avg.
- 11 total parking spaces
- Use – “Contractor; storage/equipment”



- The use of Contractor; storage/equipment is allowed by right in the current zoning district

AACA Site Plan

Renderings



AACA Site Plan

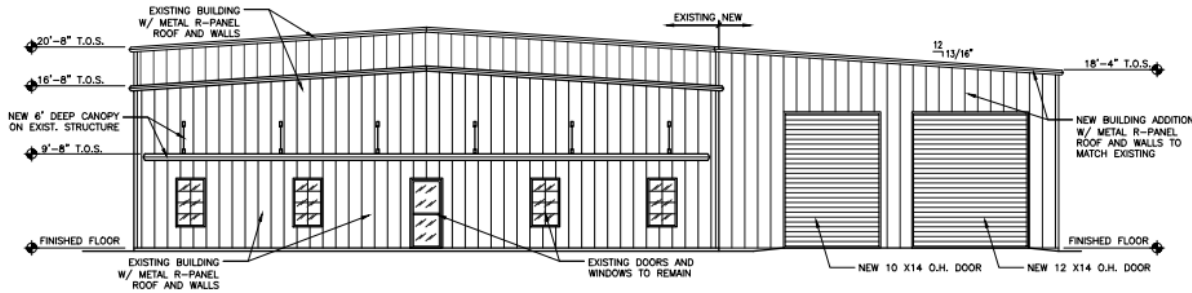
Existing Primary Façade



WAIVER REQUEST:
Materials

Required	Architectural metal panels shall be no more than fifteen percent (15%) of any single type A or type B façade.
Provided	100% R Panel metal on all facades
Justification	Proposed materials were selected to maintain consistency with the existing building.

Proposed Primary Façade



Staff supports this waiver request.

AACA Site Plan

WAIVER REQUEST:

Total Glass Area

Required	Primary façade shall be between 40 and 80 percent
Provided	Unknown
Justification	Proposing to provide new double entrance doors. Existing windows will not be altered.

Staff supports this waiver request.



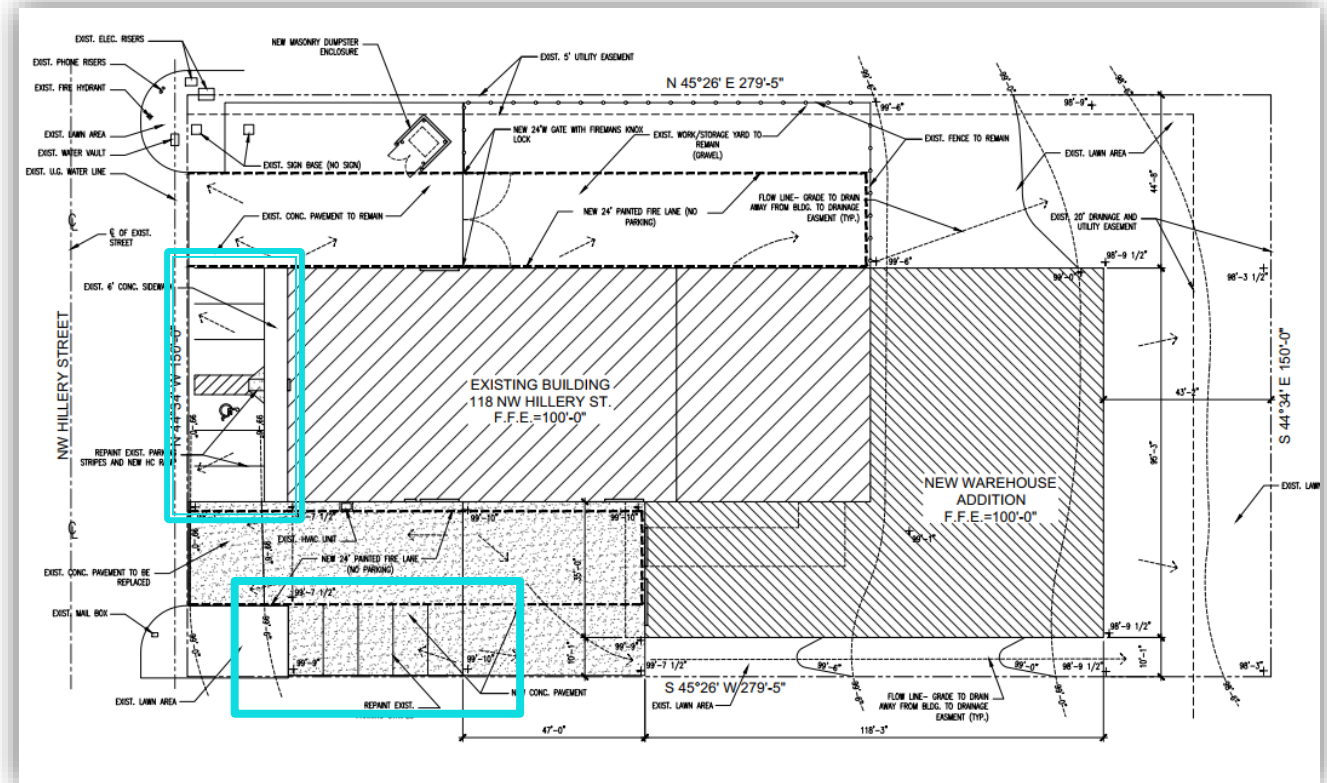
AACA Site Plan

WAIVER REQUEST:

Parking

Required	15 parking spaces
Provided	11 parking spaces
Justification	Currently provides 11 parking spaces. Proposed expansion will not increase vehicular traffic or require additional staffing.

Staff supports this waiver request.



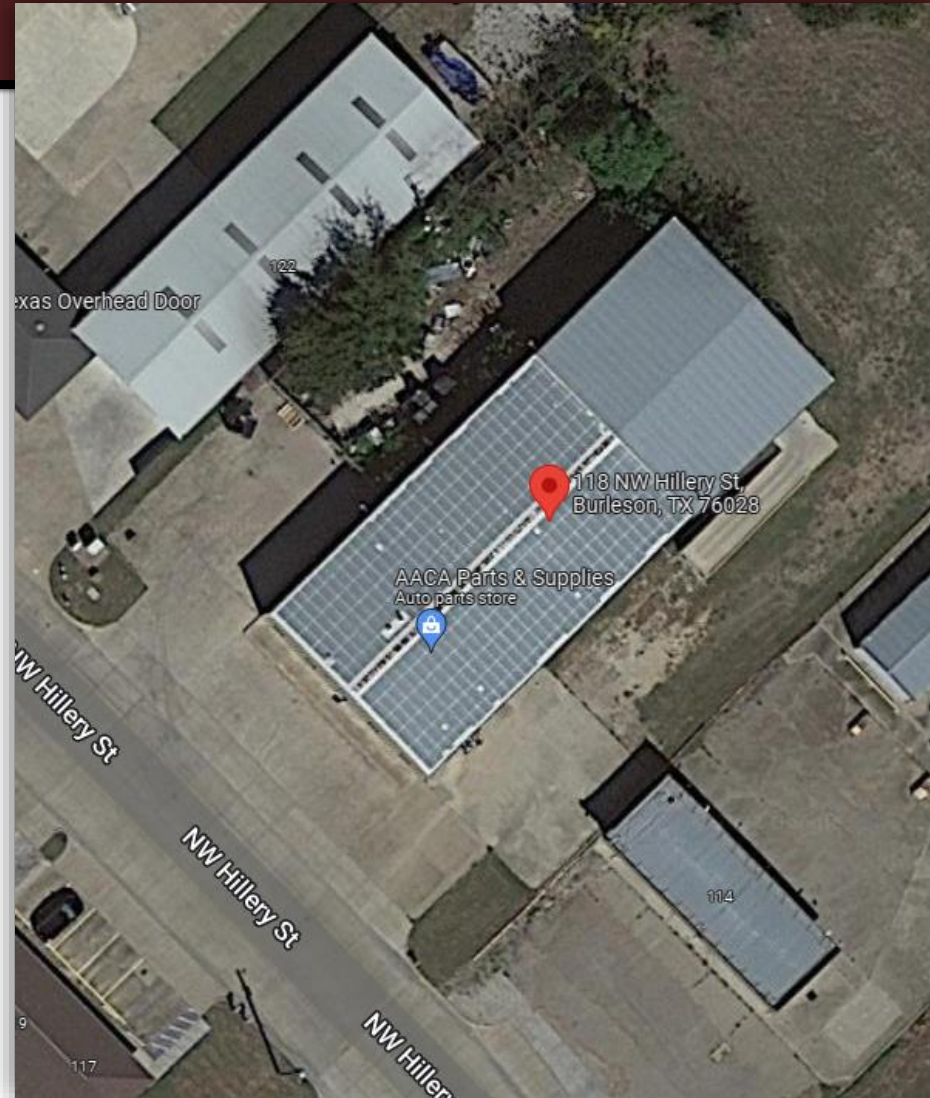
AACA Site Plan

WAIVER REQUEST:

Landscaping

Required	Plantings along parkway / trees spaced 40' apart along the block / Parking lot screen
Provided	Planter pots along primary façade
Justification	Developed site does not provide adequate areas to accommodate landscaping requirements. The applicant has agreed to provide landscaping where possible.

Staff supports this waiver request.



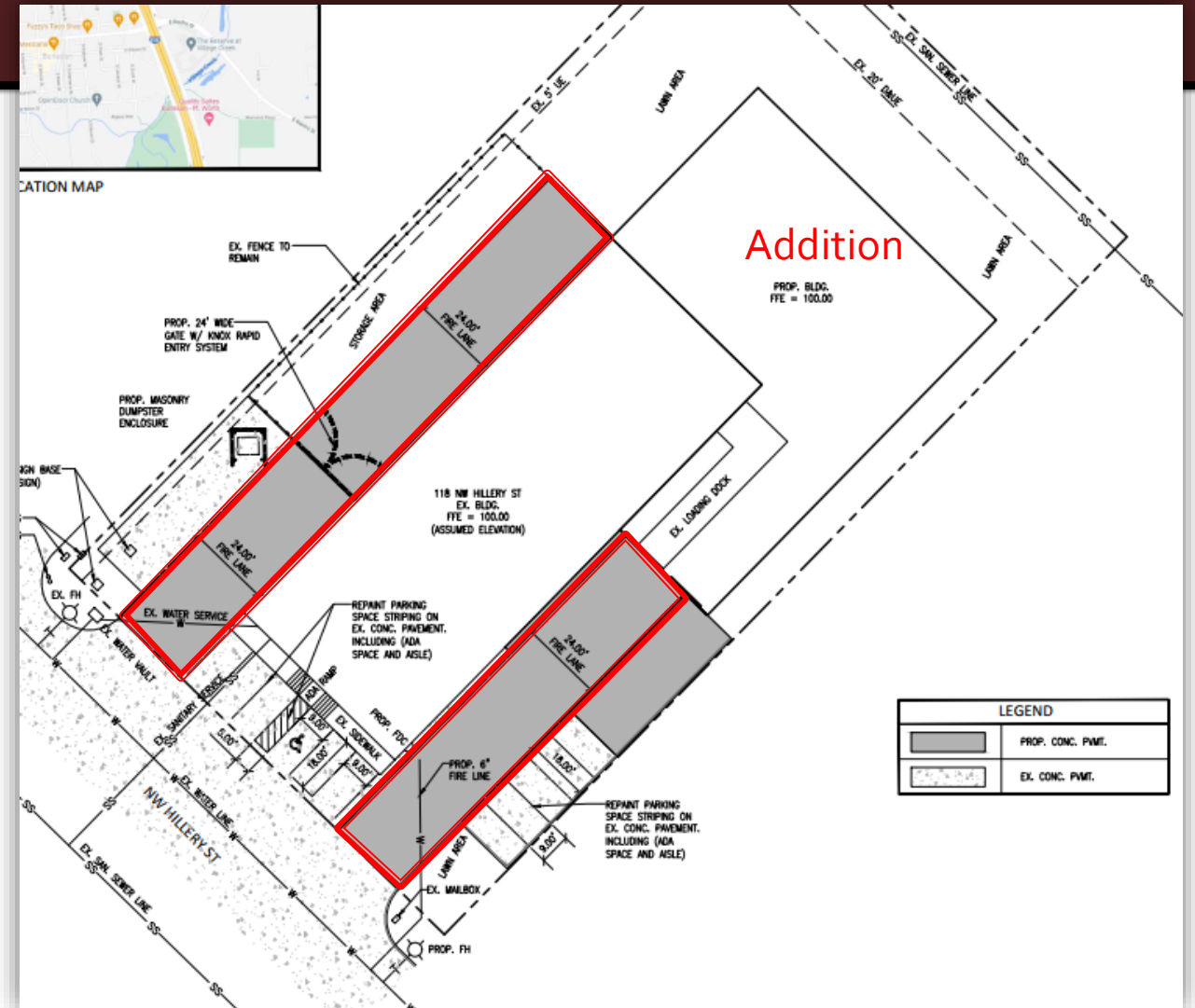
AACA Site Plan

WAIVER REQUEST:

Fire Lane

Required	All ground level exterior sides of the building are within 150' of the fire lane.
Provided	Installation of an automatic sprinkler system.
Justification	The Fire Marshal is in support of increasing the distance because the applicant has agreed to install an automatic sprinkler system.

Staff supports this waiver request.

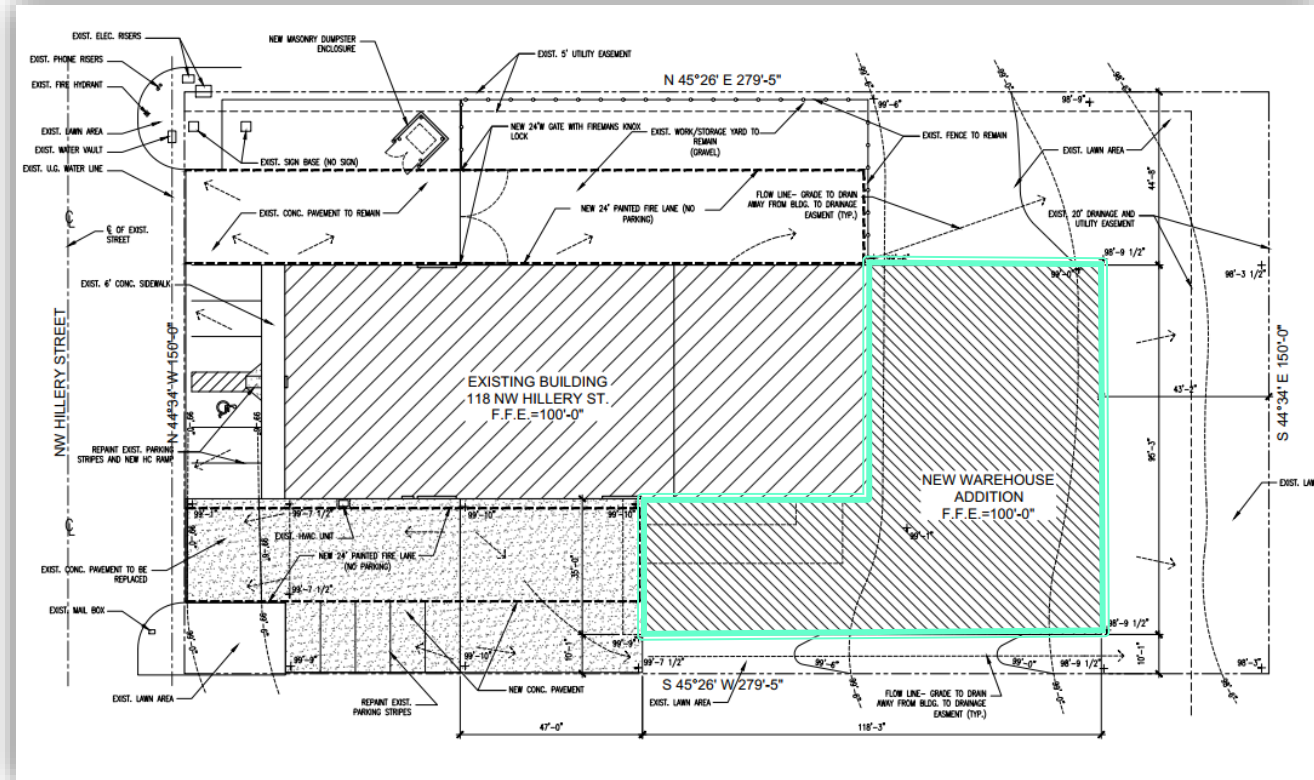


AACA Site Plan

WAIVER REQUEST:

Building

Required	Pre-fabricated metal buildings shall not be allowed.
Provided	7,416sf pre-fabricated metal addition.
Justification	Proposed addition will tie into the rear of the existing building and will be consistent in material, color and height.



Staff supports this waiver request.

AACA Site Plan

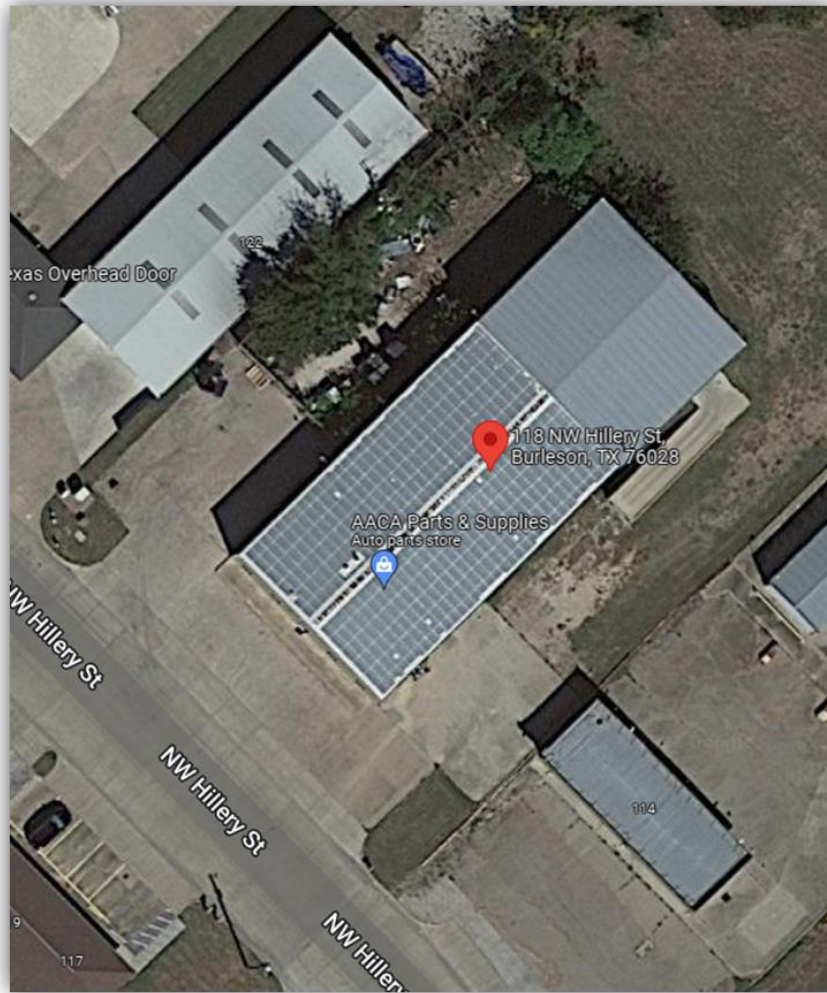
Improvements

1. Install 4' brick veneer to the primary façade
2. Install new double doors as the main entrance
3. Install awning over main entrance
4. Provide large planter pots along primary façade
5. Construct a dumpster enclosure with gated entry
6. Extend fire lanes along east and west side of the building
7. Re-stripe existing parking spaces (11)
8. Install automatic sprinkler system
9. Remodel interior showroom

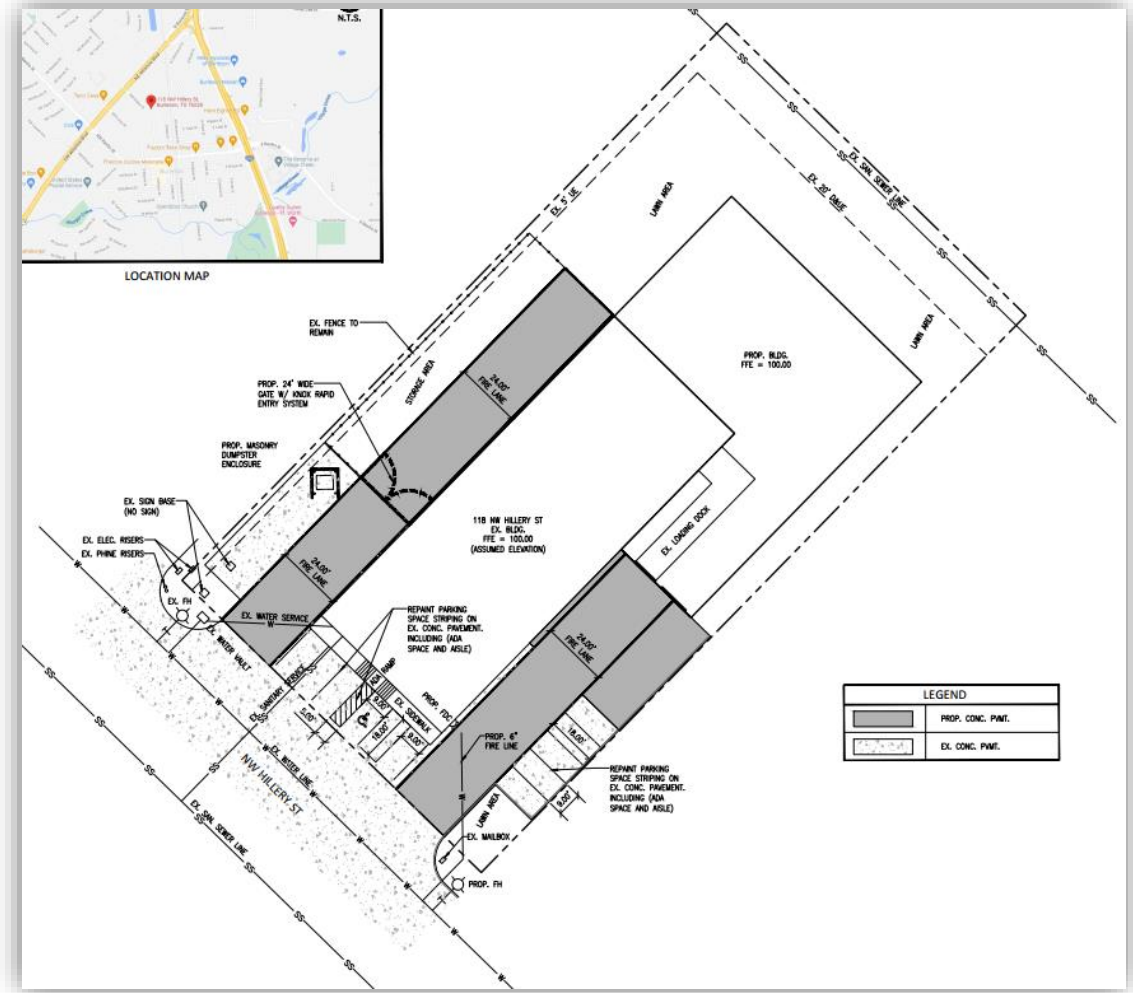


AACA Site Plan

Current Aerial



Proposed Aerial



AACA Site Plan

Utilities & Drainage:

- Utilities have already been extended to the site. A fire hydrant and valve will be added with this project. The site is accounted for in existing drainage facilities. No additional improvements are required.

Traffic:

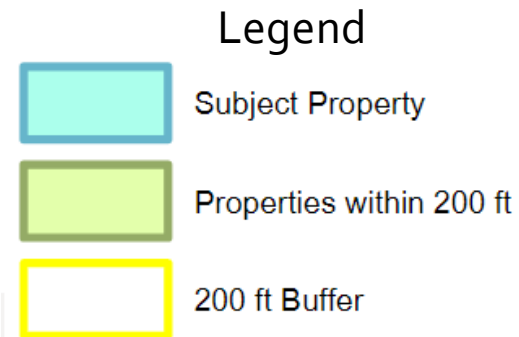
- The use for the site has not changed and a TIA was not warranted.

AACA Site Plan

Public Hearing Notice

- Public notices mailed to property owners within 200 feet of subject property.
- Published in newspaper.

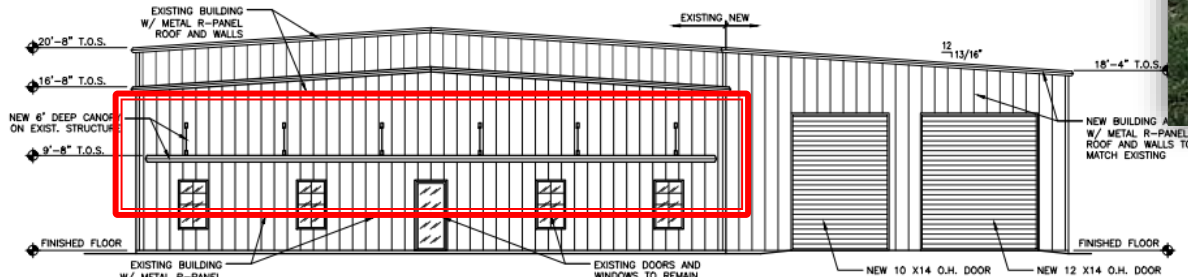
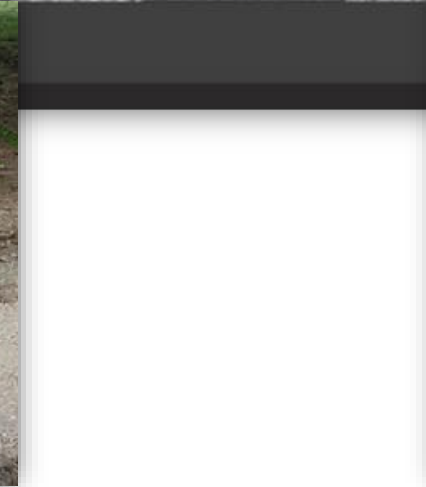
Staff has received no inquiries concerning this request.



AACA Site Plan

OTDSRC Comments

- Landscaping
 - Number of pots? – Two
 - Minimum pot size? – 30 gallon
 - Plant type? – Seasonal
- Awning
 - Prefer wall mounted/free hung awning in lieu of ground mounted.



Wall Mounted Awning

AACA Site Plan

P&Z Summary

Vote

Recommended approval unanimously of the subject site plan with associated waivers and the following conditions:

- Install a wall mounted awning (in lieu of ground mounted)
- Install a four foot masonry veneer along the primary façade

Discussion

Discussion was held regarding the opportunity to uphold the Old Town Design Standards. Chairman Mobley shared reservations about approving waivers and missing an opportunity to improve Old Town and the subject area as desired by code.

Speakers

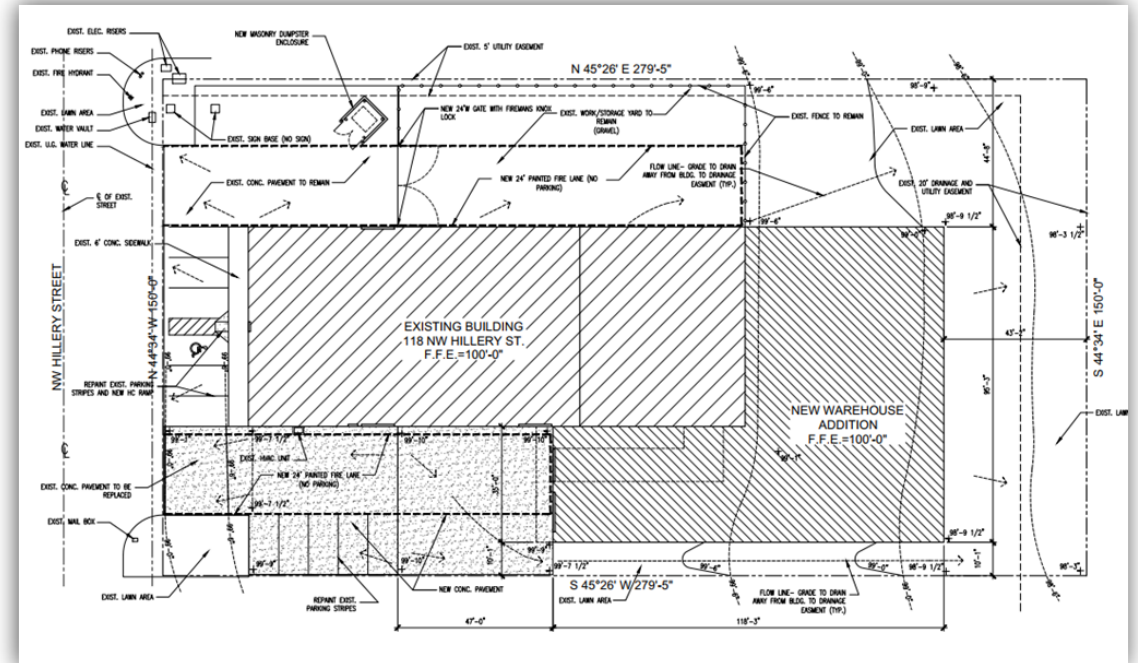
None

AACA Site Plan

Staff Recommendation:

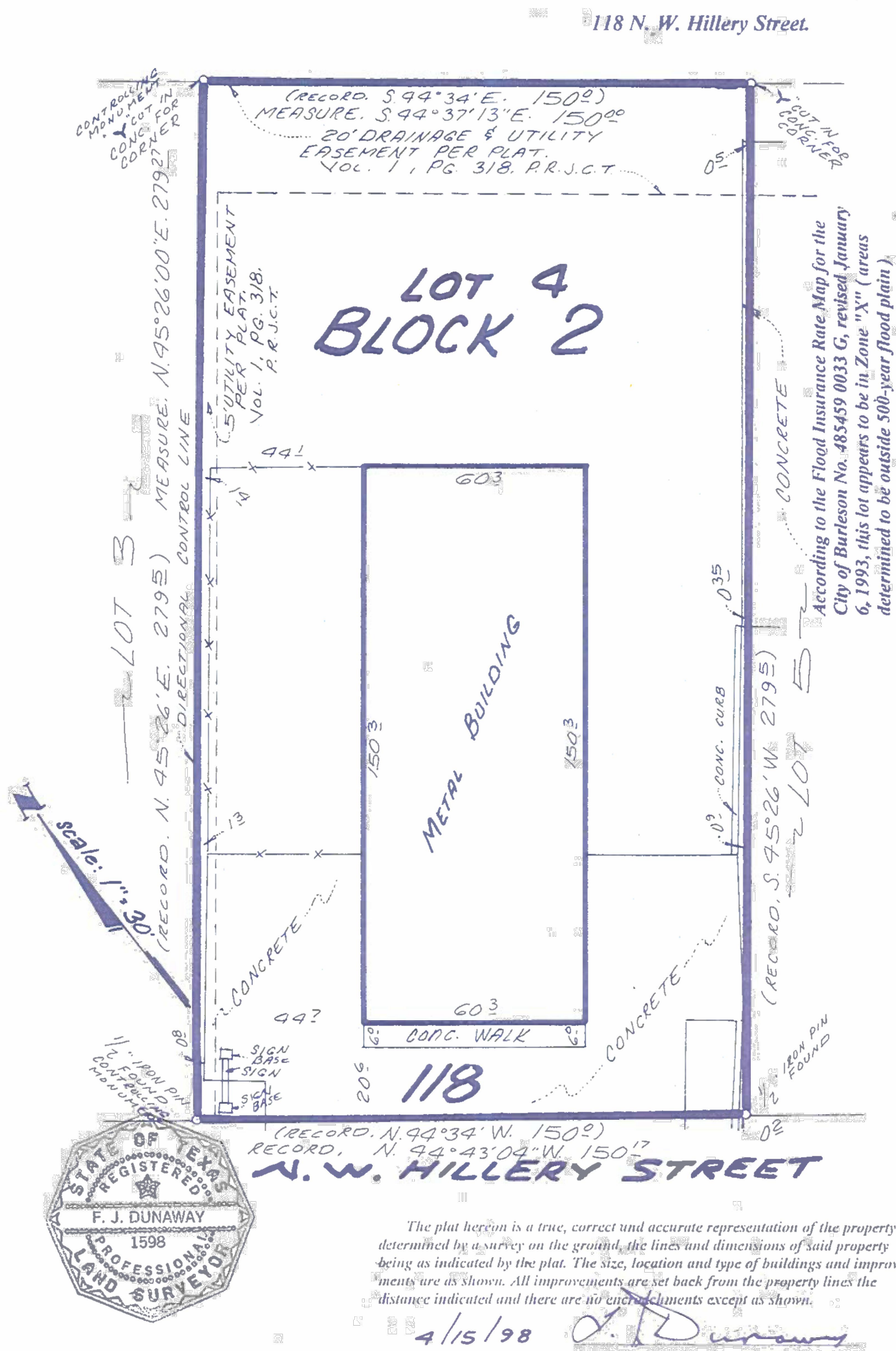
Staff recommends approval of the Commercial Site Plan with associated waivers to the Old Town Design, Masonry Construction Standards and the Design Standards Manual for AACA Parts and Supplies. (21-141)

- Old Town Design Standards Review Committee - April 19, 2022, recommendation of approval was unanimous.
- P&Z - April 26, 2022, recommendation of approval was unanimous.

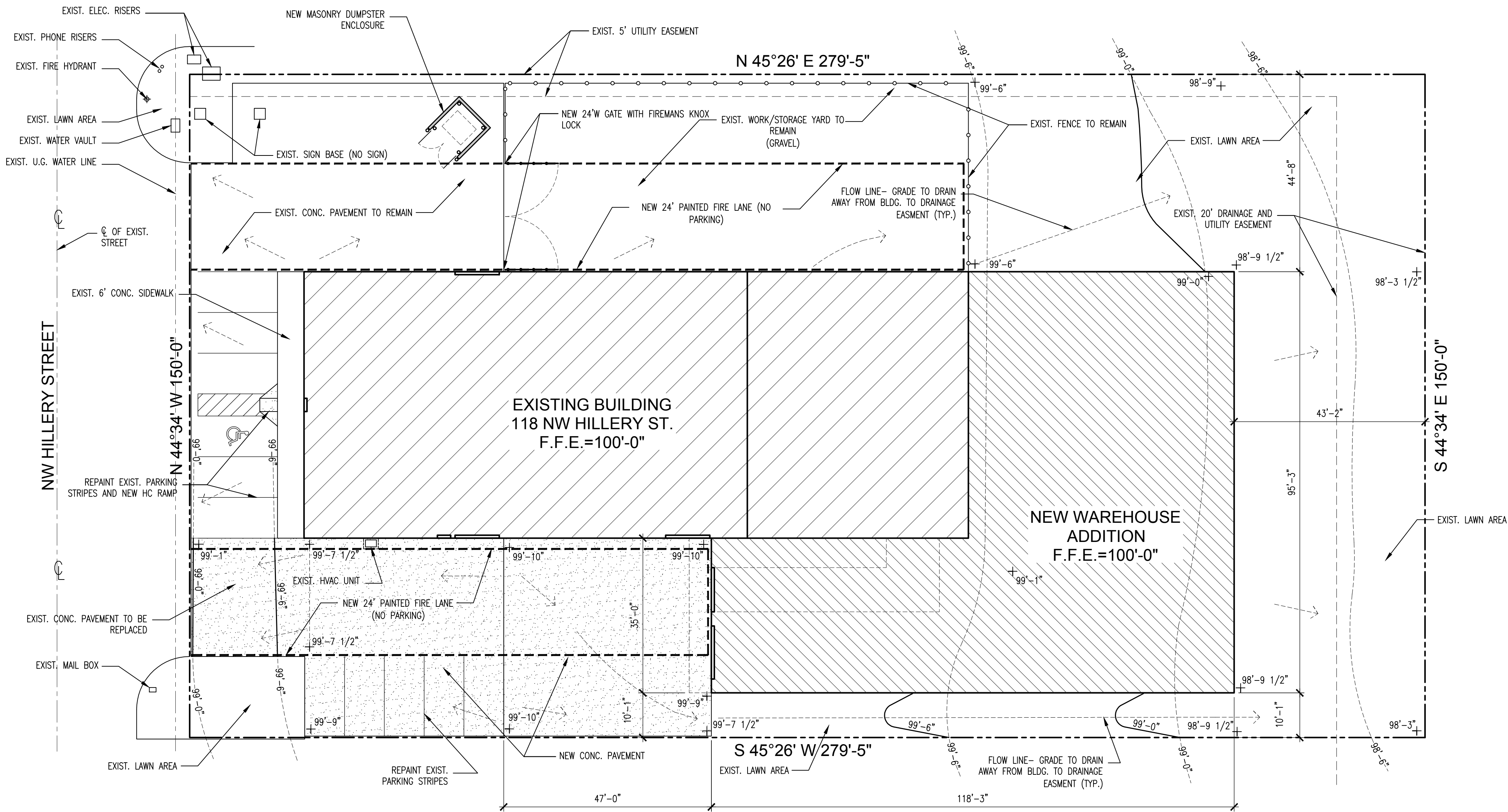
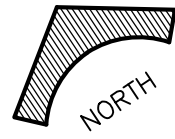


TRIANGLE SURVEYING COMPANY
Post Office Box 546
Burleson, Texas, 76097.
Phone: 817-295-1148

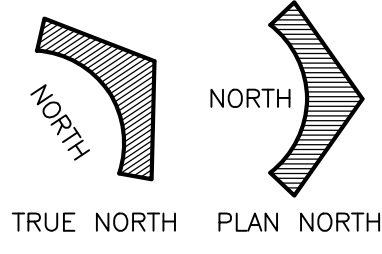
Plat showing survey of Lot 4, Block 2,
WILSHIRE VILLAGE, an Addition to
the City of Burleson, Johnson County,
Texas, according to the plat recorded in
Volume 1, Page 318, Plat Records,
Johnson County, Texas.



EXISTING SURVEY
1" = 30'-0"



SITE PLAN
1/16" = 1'-0"



EXISTING BUILDING: 9,052 SF
NEW BUILDING ADDITION: 7,761 SF
TOTAL BUILDING AREA: 16,813 SF

IMPERVIOUS PAVEMENT:
EXISTING PAVEMENT: 7,139 SF
NEW PAVEMENT: 2,118 SF
TOTAL PAVEMENT: 9,257 SF

PERVIOUS GROUND OR VEGETATED AREA:
0.363 AC. (15,840 SF)

PROPERTY TOTAL: 0.962 AC. (41,912 SF)

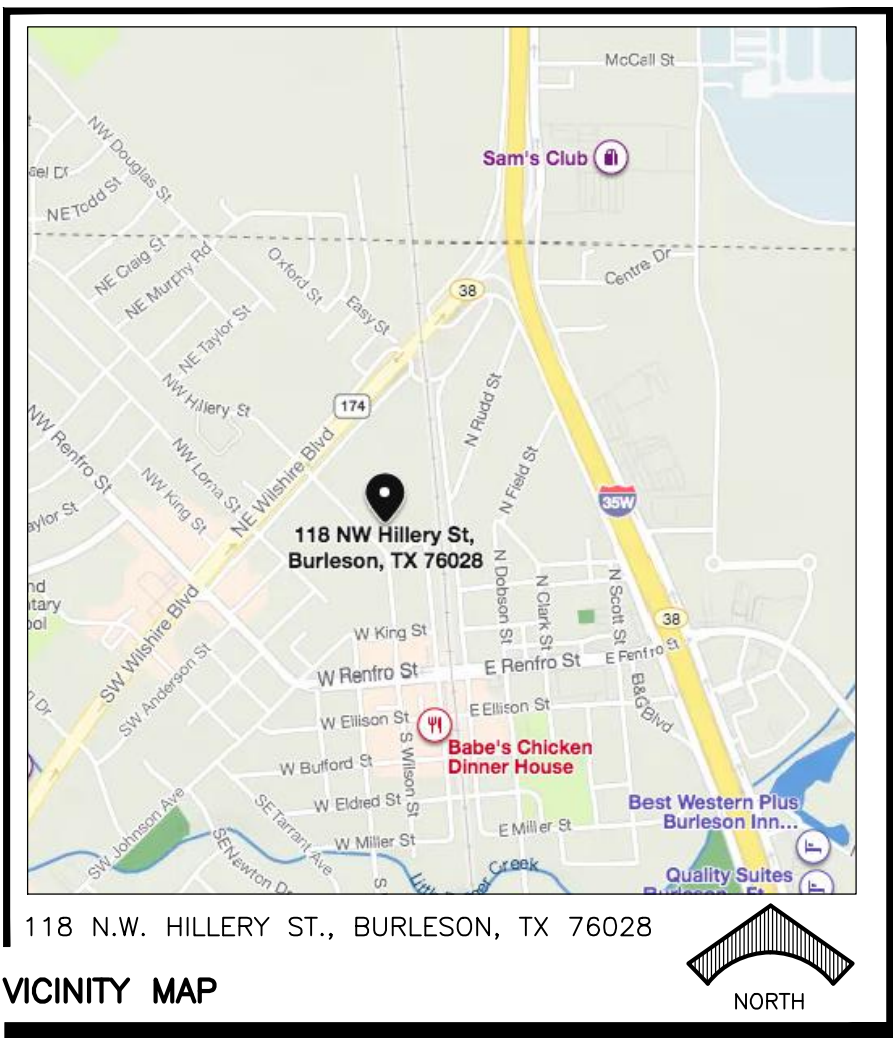
TOTAL IMPERVIOUS: 0.598 AC. (26,070 SF)
TOTAL PERVIOUS: 0.364 AC. (15,842 SF)

AREA CALCULATIONS

SPACES REQUIRED:
RETAIL: 2400 SF / 300 = 8 SPACES
WAREHOUSE: 14,413 SF / 5000 = 3 SPACES
11 SPACES REQUIRED

SPACES PROVIDED:
STANDARD SPACES: 10
ACCESSIBLE SPACE: 1
TOTAL SPACES PROVIDED: 11

PARKING SPACE CALCULATIONS

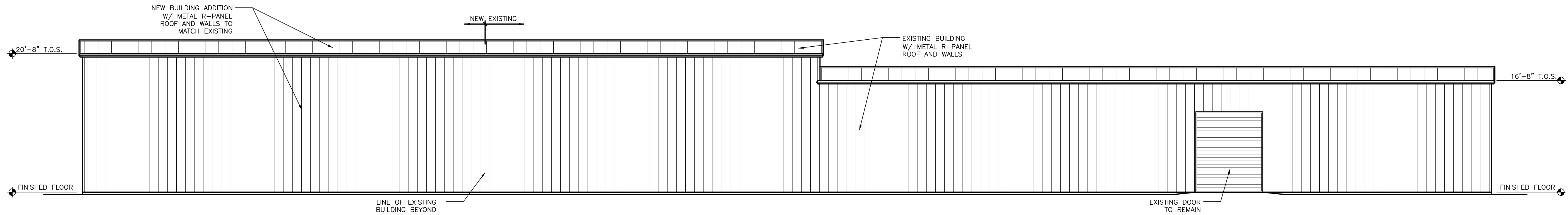


BUILDING ADDITIONS AND RENOVATIONS
118 NW HILLERY STREET
BURLESON, TEXAS 76028

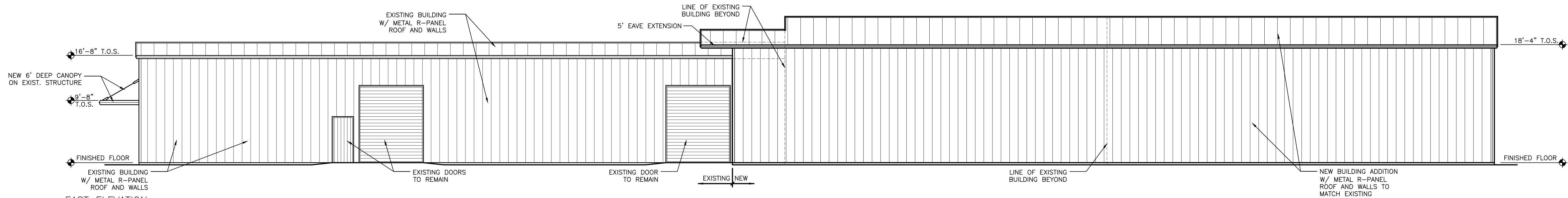
Project:

SITE PLAN
SURVEY

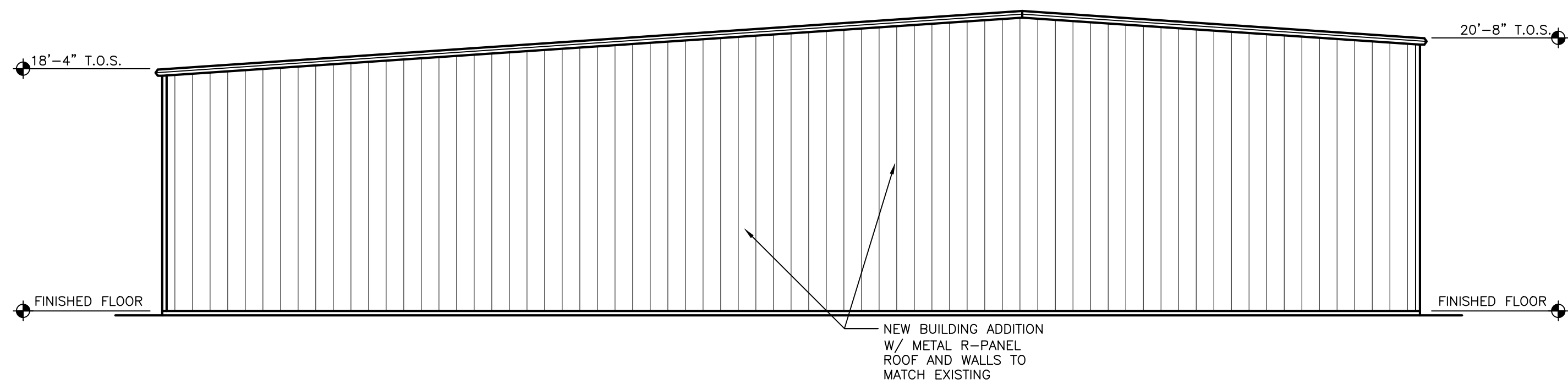
Job. No. Sheet No.
Drawn By: NDS
Date: OCTOBER 17, 2021
A1
Sheet of



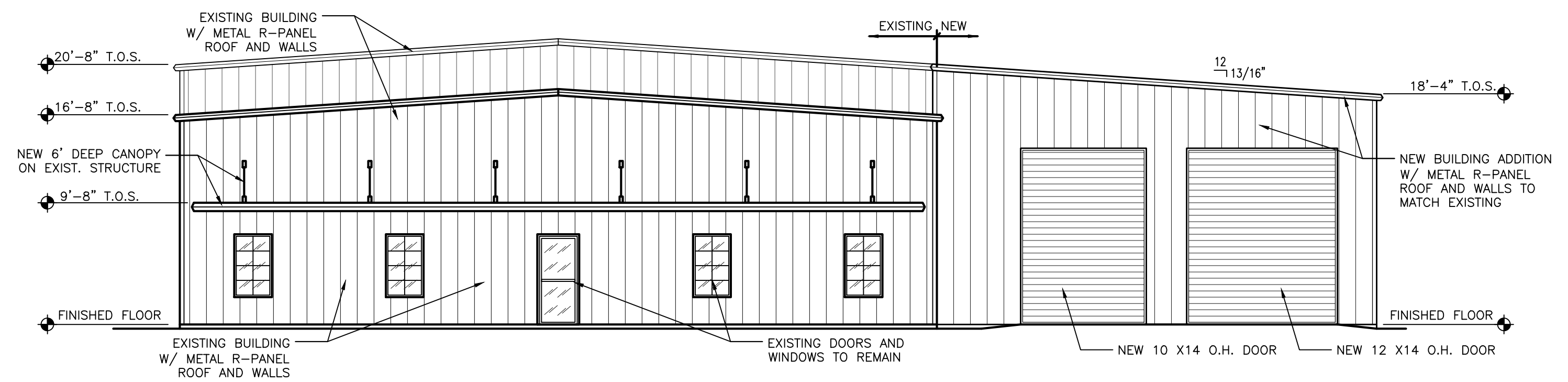
WEST ELEVATION
1/8" = 1'-0"



EAST ELEVATION
1/8" = 1'-0"



NORTH ELEVATION
1/8" = 1'-0"



SOUTH ELEVATION
1/8" = 1'-0"

BUILDING ADDITIONS AND RENOVATIONS
118 NW HILLERY STREET
BURLESON, TEXAS 76028

Project:

EXTERIOR ELEVATIONS

Job. No.	Sheet No.
Drawn By: NDS	A2
Date: OCTOBER 17, 2021	

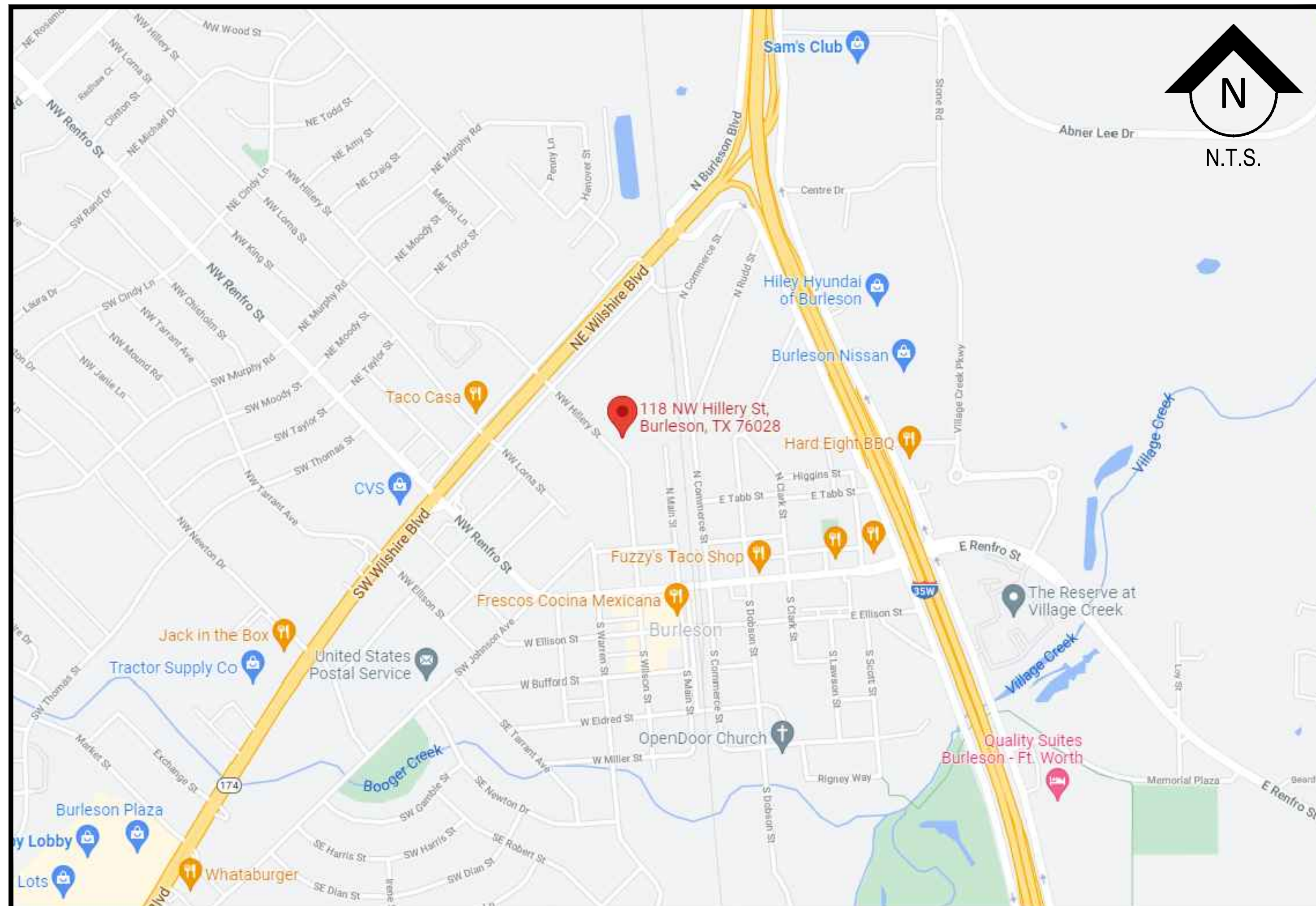
Sheet of

CONSTRUCTION PLANS

TO SERVE:

118 NW HILLERY STREET

CITY OF BURLESON, JOHNSON COUNTY, TEXAS



LOCATION MAP

SHEET INDEX	
SHEET No.	DESCRIPTION
C1.0	COVER SHEET
C1.1	GENERAL NOTES
C2.0	SURVEY
C3.0	DEMOLITION PLAN
C4.0	SITE PLAN
C5.0	PAVING PLAN
C6.0	UTILITY PLAN
C6.1	UTILITY DETAILS
C7.0	EXISTING DRAINAGE AREA MAP
C8.0	PROPOSED DRAINAGE AREA MAP
C9.0	GRADING PLAN
C10.0	EROSION CONTROL PLAN
C10.1	EROSION CONTROL DETAILS

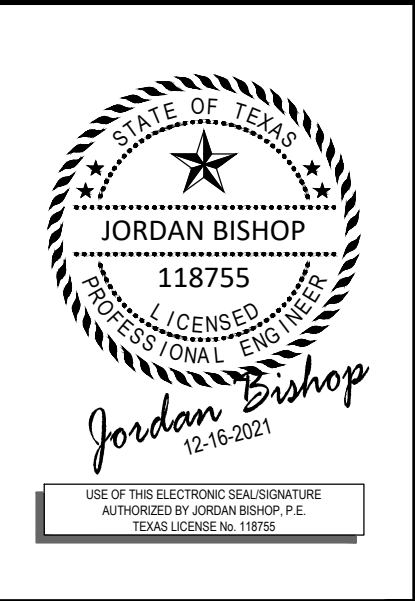
REVISION SCHEDULE	
REV. No.	DESCRIPTION

JE

JORDAN BISHOP ENGINEERING, LLC

CIVIL ENGINEERING • LAND PLANNING

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WEATHERFORD, TX 76086
(817) 519-9931
TEXAS REG. FIRM # 17586



COVER SHEET

118 NW HILLERY ST
CITY OF BURLESON
JOHNSON COUNTY, TEXAS

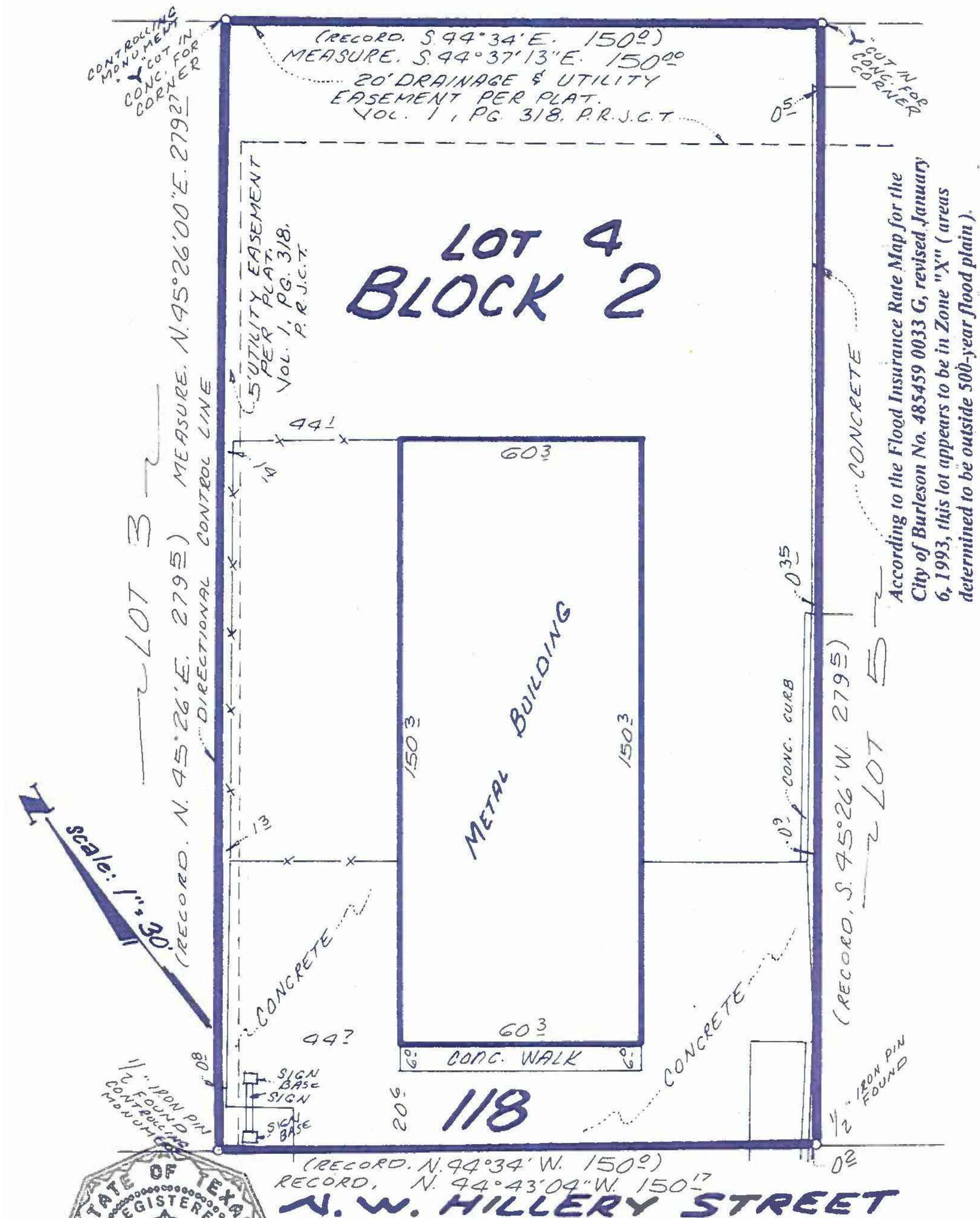
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DRAWN: WJB
CHECKED: WJB
DATE: DEC 2021

SHEET #
C1.0
CLIENT #: 070 JOB #: 2110

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*Post Office Box 546
Burleson, Texas, 76097
Phone: 817-295-1148*

118 N. W. Hillery Street.



The plat herein is a true, correct and accurate representation of the property as determined by a survey on the ground, the lines and dimensions of said property being as indicated by the plat. The size, location and type of buildings and improvements are as shown. All improvements are set back from the property lines the distance indicated and there are no encroachments except as shown.

4/15/98

are no encroachments except as shown.

REVISION SCHEDULE		
REV. No.	DESCRIPTION	DATE



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SURVEY

118 NW HILLERY ST
CITY OF BURLESON
JOHNSON COUNTY, TEXAS

DESIGN: WJB

DRAWN: WJB

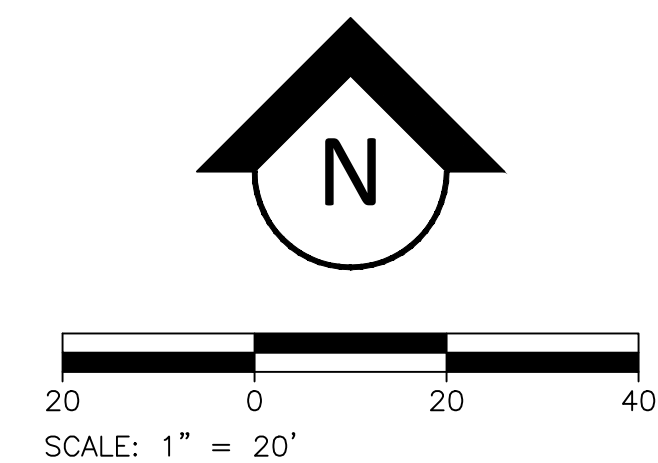
CHECKED: WJB

DATE: DEC 2021

SHEET #

C2.0

CLIENT #: 070 JOB #: 2110



*** NOTICE ***

IT SHALL BE CONTRACTOR'S RESPONSIBILITY TO VERIFY HORIZONTAL & VERTICAL LOCATION ALL EXISTING UNDERGROUND UTILITIES IN THE AREA PRIOR TO CONSTRUCTION ACTIVITIES. CONTRACTOR SHALL TAKE NECESSARY PRECAUTIONS TO PROTECT ALL EXISTING UTILITIES & SHALL BE RESPONSIBLE FOR ANY DAMAGE TO SAID UTILITIES. CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES PRIOR TO CONSTRUCTION. CALL DIG-TRESS® (811) PRIOR TO CONSTRUCTION. IF CONFLICTS ARE PRESENT BETWEEN EXISTING UTILITIES AND PROPOSED IMPROVEMENTS AS SHOWN, PLEASE NOTIFY ENGINEER.

*** NOTICE ***

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LEGEND



DEMOLITION / REMOVAL AREA

[illegible]

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DEMOLITION PLAN

118 NW HILLERY ST
CITY OF BURLESON
JOHNSON COUNTY, TEXAS

DESIGN: WJB

DRAWN: WJB

CHECKED: WJB

DATE: DEC 2021

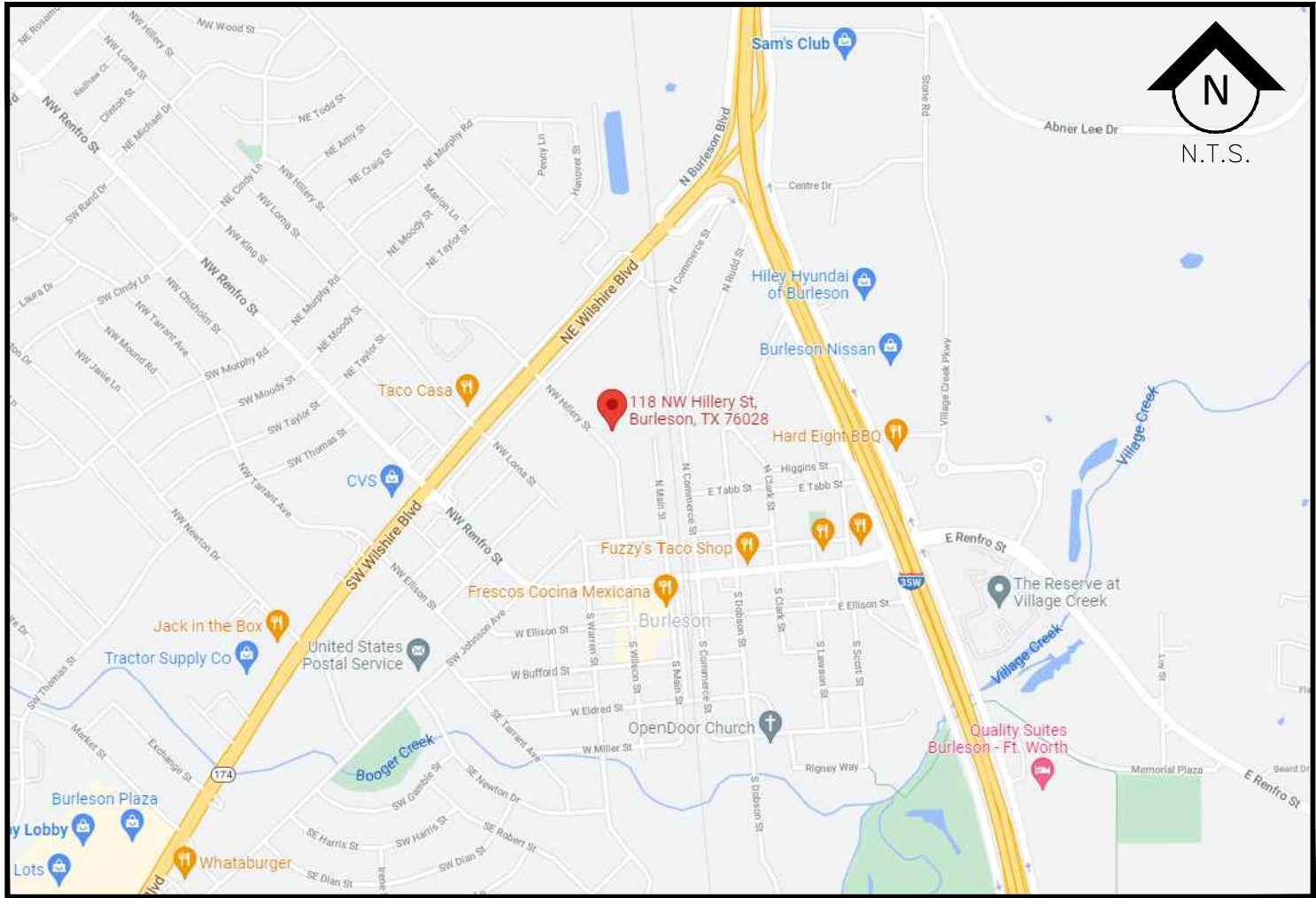
SHEET #

C3.0

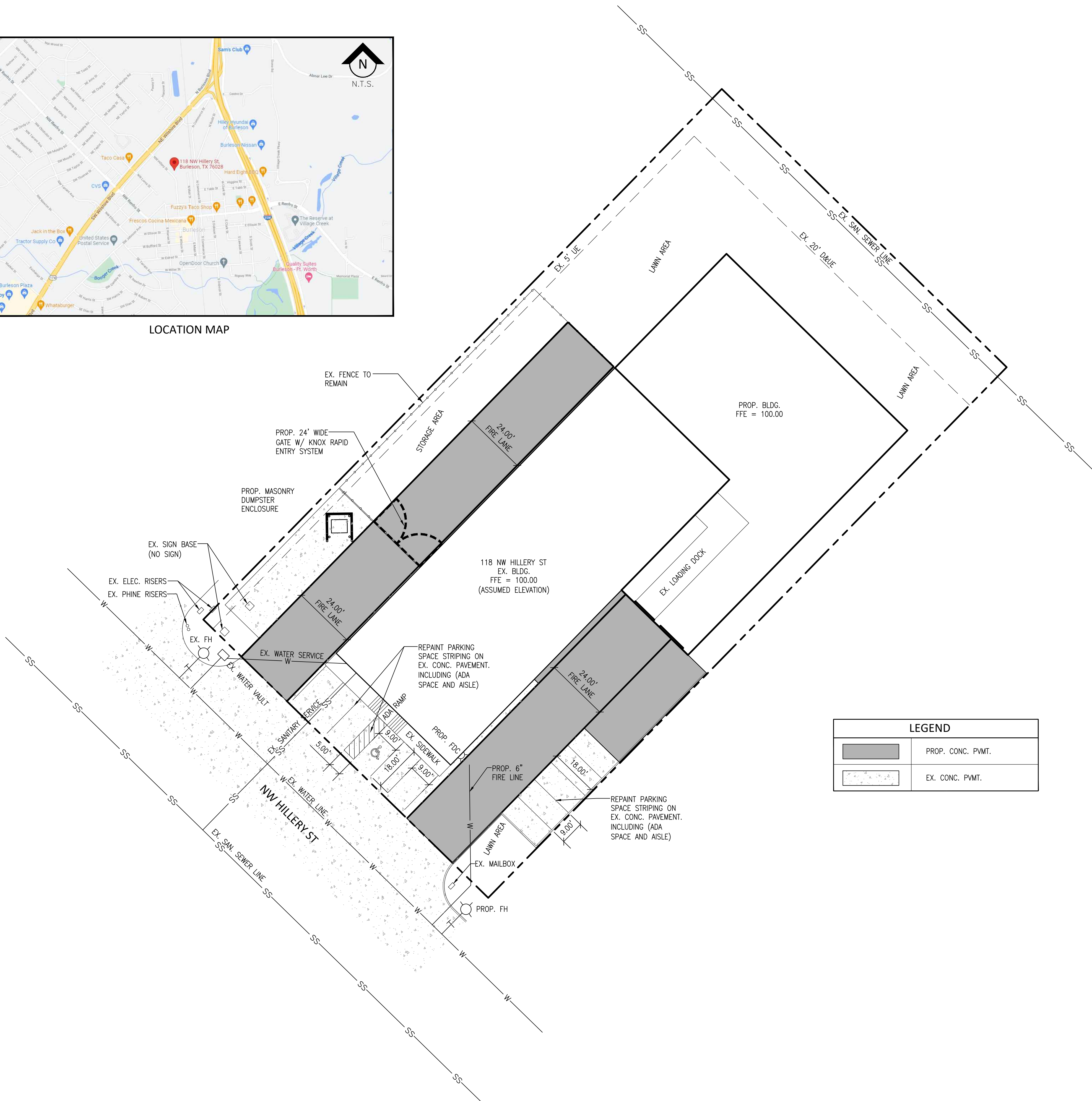
CLIENT #: 070

JOB #: 2110

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LOCATION MAP



LEGEND	
	PROP. CONC. PVMT.
	EX. CONC. PVMT.

SITE PLAN DATA TABLE	
Ex. Bldg. Area	9,052 SF
Prop. Bldg. Area	7,761 SF
Total Bldg. Area	16,813 SF
Impervious Pavement	
Ex. Pvmt. Area	7,139 SF
Prop. Pvmt. Area	2,118 SF
Total Pvmt. Area	9,257 SF
Pervious Ground Area	0.364 AC (15,842 SF)
Property Total	0.962 AC (41,912 SF)
Total Impervious	0.598 AC (26,070 SF)
Total Pervious	0.364 AC (15,842 SF)
Parking Spaces Required	
Retail = 2400 SF / 300 =	8 Spaces
Warehouse = 14,413 SF / 5000 =	3 Spaces
Total Spaces Required =	11 Spaces
Spaces Provided	
Standard Spaces =	10 Spaces
ADA Spaces =	1 Space
Total Spaces Provided	11 Spaces


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*** NOTICE ***

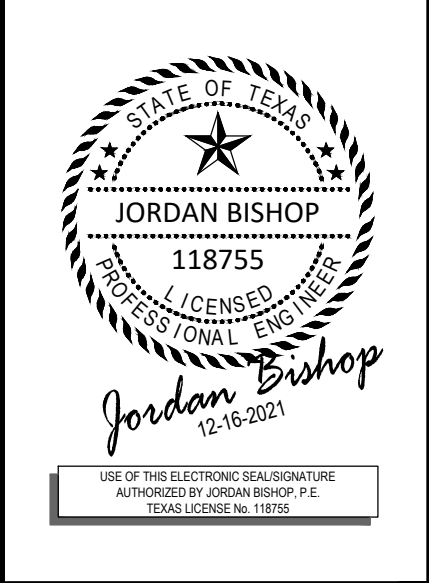
EXISTING SURVEY & TOPOGRAPHY DATA PROVIDED TO JORDAN ENGINEERING, LLC BY OTHERS. JORDAN ENGINEERING, LLC ACCEPTS NO RESPONSIBILITY FOR ACCURACY, DATUM AND COORDINATE SYSTEM SHALL BE CONFIRMED WITH PROJECT SURVEYOR PRIOR TO BEGINNING CONSTRUCTION ACTIVITIES &/OR STAKING.

REVISION SCHEDULE	
REV. No.	DESCRIPTION



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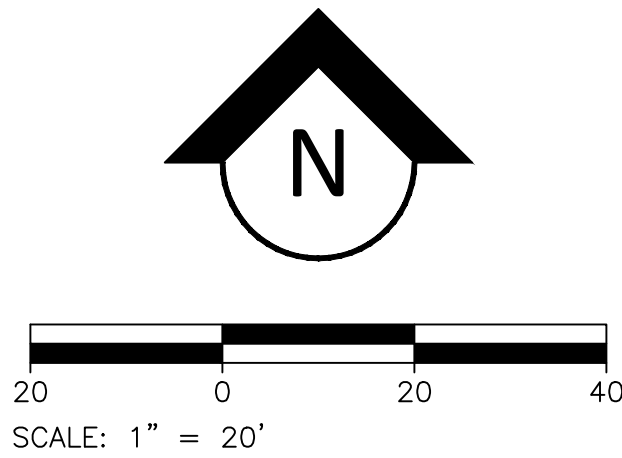
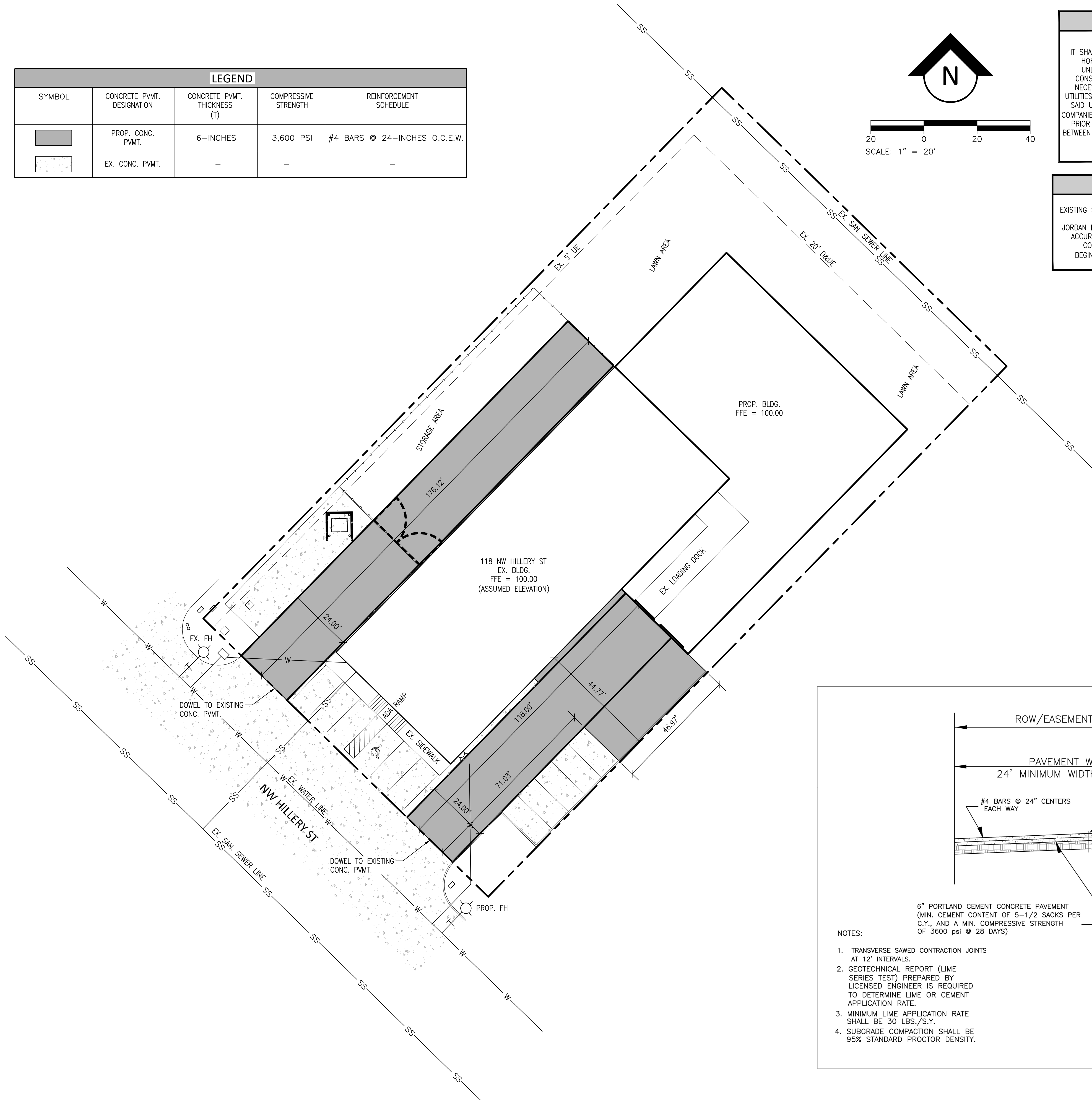
SITE PLAN

118 NW HILLERY ST
CITY OF BURLESON
JOHNSON COUNTY, TEXAS

DESIGN: WJB
DRAWN: WJB
CHECKED: WJB
DATE: DEC 2021
SHEET #
C4.0
CLIENT #: 070 JOB #: 2110

J:\070 BOOPER\ROKUS\2110 BURLESON\118 NW HILLERY\100 CAD\100 DWG\04 CIVIL PLAN SET\070-2110 BNWH C5.0 PAVING PLAN.dwg, C5.0, 12/17/2021 8:50:11 AM, JORDAN

LEGEND				
SYMBOL	CONCRETE P.V.M.T. DESIGNATION	CONCRETE P.V.M.T. THICKNESS (1)	COMPRESSIVE STRENGTH	REINFORCEMENT SCHEDULE
	PROP. CONC. P.V.M.T.	6-INCHES	3,600 PSI	#4 BARS @ 24-INCHES O.C.E.W.
	EX. CONC. P.V.M.T.	-	-	-



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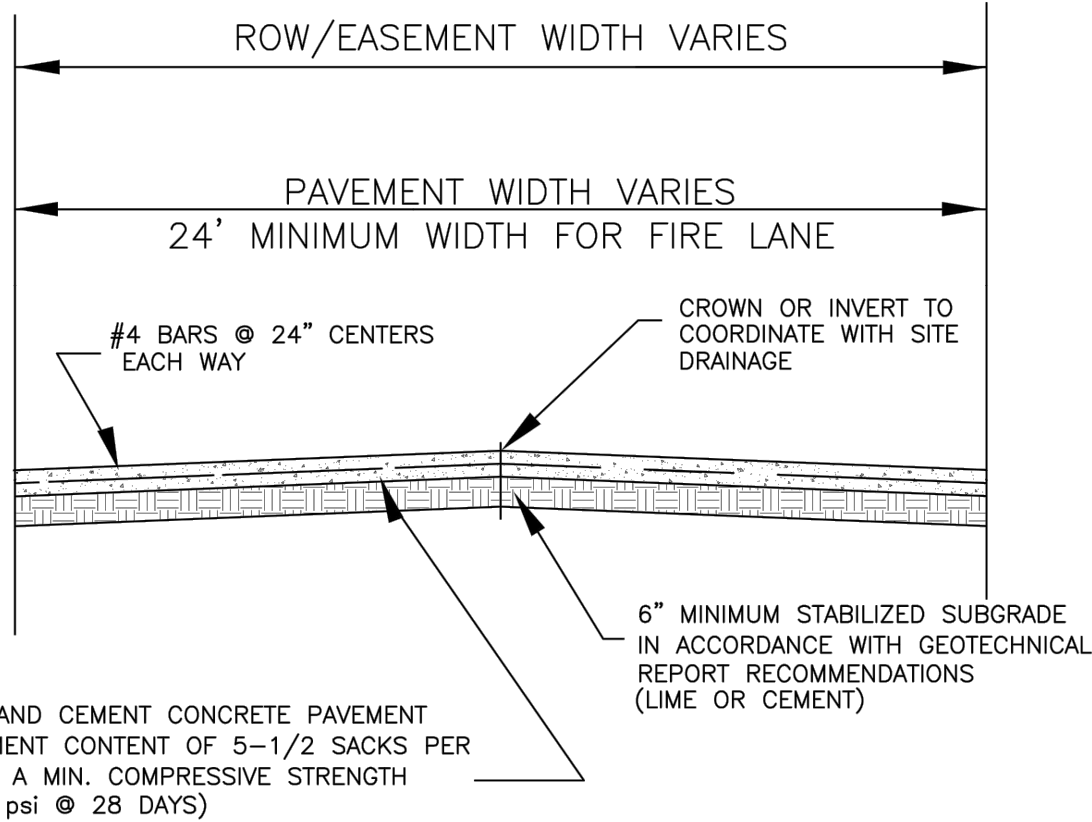
*** NOTICE ***

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- NOTES:
- ALL PAVEMENT & SUBGRADE SECTIONS SHALL COMPLY WITH THE PROJECT GEOTECHNICAL REPORT. CONTRACTOR SHALL REVIEW GEOTECHNICAL REPORT PRIOR TO BIDDING & CONSTRUCTION ACTIVITIES.

- REFER TO GEOTECHNICAL REPORT LIME APPLICATION RATE FOR SUBGRADE PREPARATION.
 - ALL PAVEMENT MARKINGS SHALL CONFORM TO TxDOT ITEM 666, TYPE 1 OR 2.

PARKING SPACES - 4" WHITE
FIRE LANE - 6" WHITE
- FIRE APPARATUS ACCESS ROADS SHALL BE CONTINUOUSLY MARKED BY PAINTED LINES OF RED TRAFFIC PAINT SIX INCHES (6") IN WIDTH TO SHOW THE BOUNDARIES OF THE LANE. THE WORDS "NO PARKING FIRE LANE" OR "FIRE LANE NO PARKING" SHALL APPEAR IN FOUR INCH (4") WHITE LETTERS AT 25 FEET INTERVALS ON THE RED BORDER MARKINGS ALONG BOTH SIDES OF THE FIRE LANES. WHERE A CURB IS AVAILABLE, THE STRIPING SHALL BE ON THE VERTICAL FACE OF THE CURB. MARKINGS SHALL BE IN ACCORDANCE WITH THE CITY OF BURLESON'S ADOPTED FIRE CODE AND LOCAL AMENDMENTS, WHICH MAY NOT FIT THE DESCRIPTION ABOVE. CONTRACTOR SHALL CONFIRM EXACT MARKING INSTRUCTIONS WITH FIRE MARSHAL AND PUBLIC WORKS DEPARTMENT PRIOR TO INSTALLATION.
- ADA PARKING SPACE SIGNAGE & STRIPING SHALL COMPLY WITH TAS AND CITY OF BURLESON STANDARDS & SPECIFICATIONS.
 - ALL PAVEMENT REINFORCEMENT SHALL BE PLACED ON CHAIRS PRIOR TO POUR.
 - PAVEMENT JOINTS SHALL NOT FORM ACUTE ANGLES. PROVIDE MINIMUM 2'-0" RADIAL AT ALL CURB & JOINT INTERSECTIONS. IF DESIRED BY OWNER, CONTRACTOR MAY PROVIDE JOINT LAYOUT PLAN TO ENGINEER FOR REVIEW/APPROVAL PRIOR TO CONSTRUCTION. REFER TO GEOTECHNICAL REPORT FOR FURTHER DETAILS.
 - REFER ARCHITECTURAL & STRUCTURAL PLANS FOR PORCH AREA, RAILING & DUMPSTER ENCLOSURE PAD DETAILS.
 - REFER TO IRRIGATION PLANS TO INSTALL PVC CONDUITS FOR IRRIGATION LINE CROSSINGS PRIOR TO PAVEMENT POUR.



- NOTES:
- TRANSVERSE SAWED CONTRACTION JOINTS AT 12' INTERVALS.
 - GEOTECHNICAL REPORT (LIME SERIES TEST) PREPARED BY LICENSED ENGINEER IS REQUIRED TO DETERMINE LIME OR CEMENT APPLICATION RATE.
 - MINIMUM LIME APPLICATION RATE SHALL BE 30 LBS./S.Y.
 - SUBGRADE COMPACTION SHALL BE 95% STANDARD PROCTOR DENSITY.

P-11	ALLEY/FIRE LANE PAVING
CITY OF BURLESON	
ORIGINAL	10/6/06 SWC
REVISION	
REVISION	
REVISION	

REVISION SCHEDULE	
REV. No.	DESCRIPTION



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PAVING PLAN
118 NW HILLERY ST
CITY OF BURLESON
JOHNSON COUNTY, TEXAS

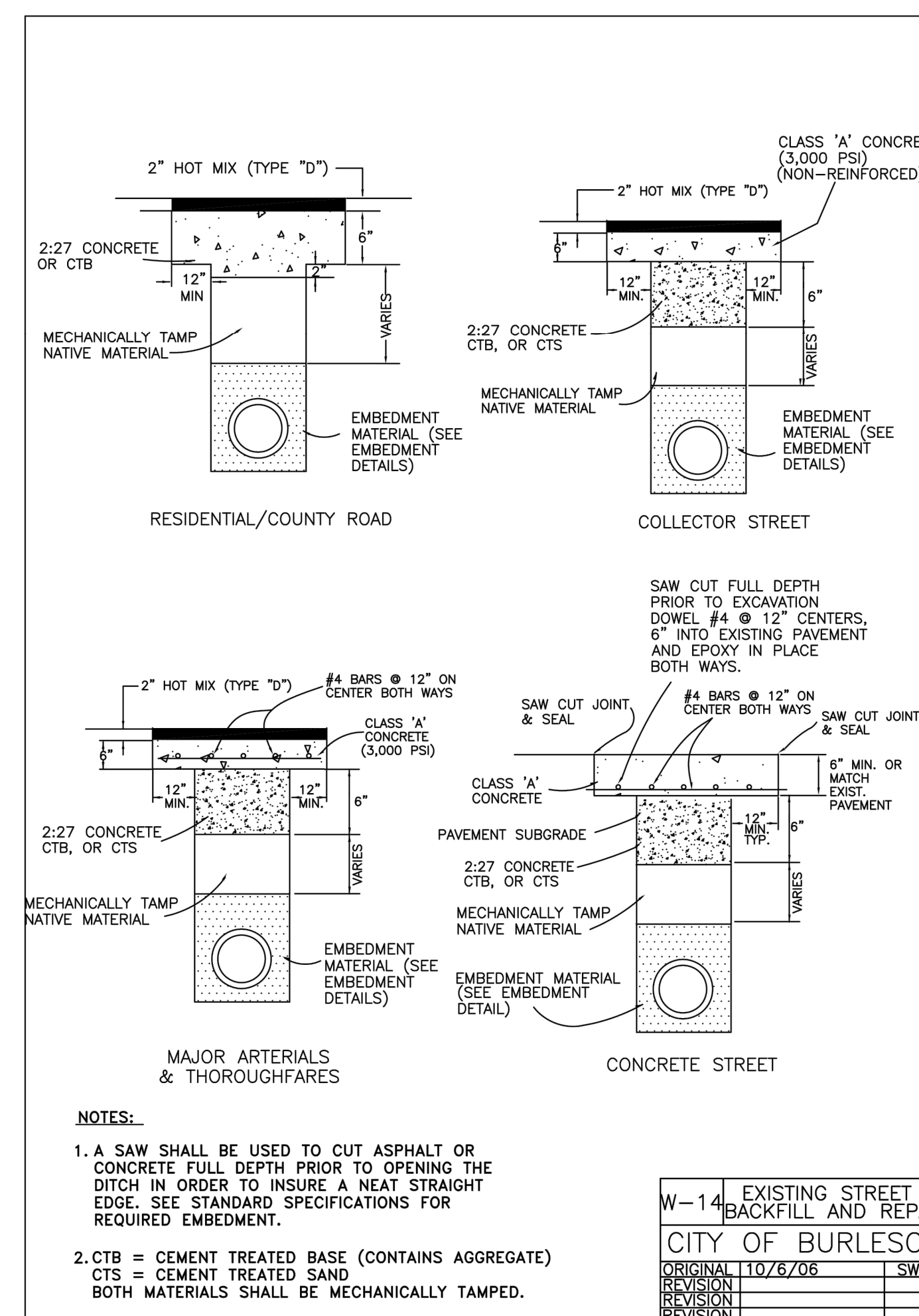
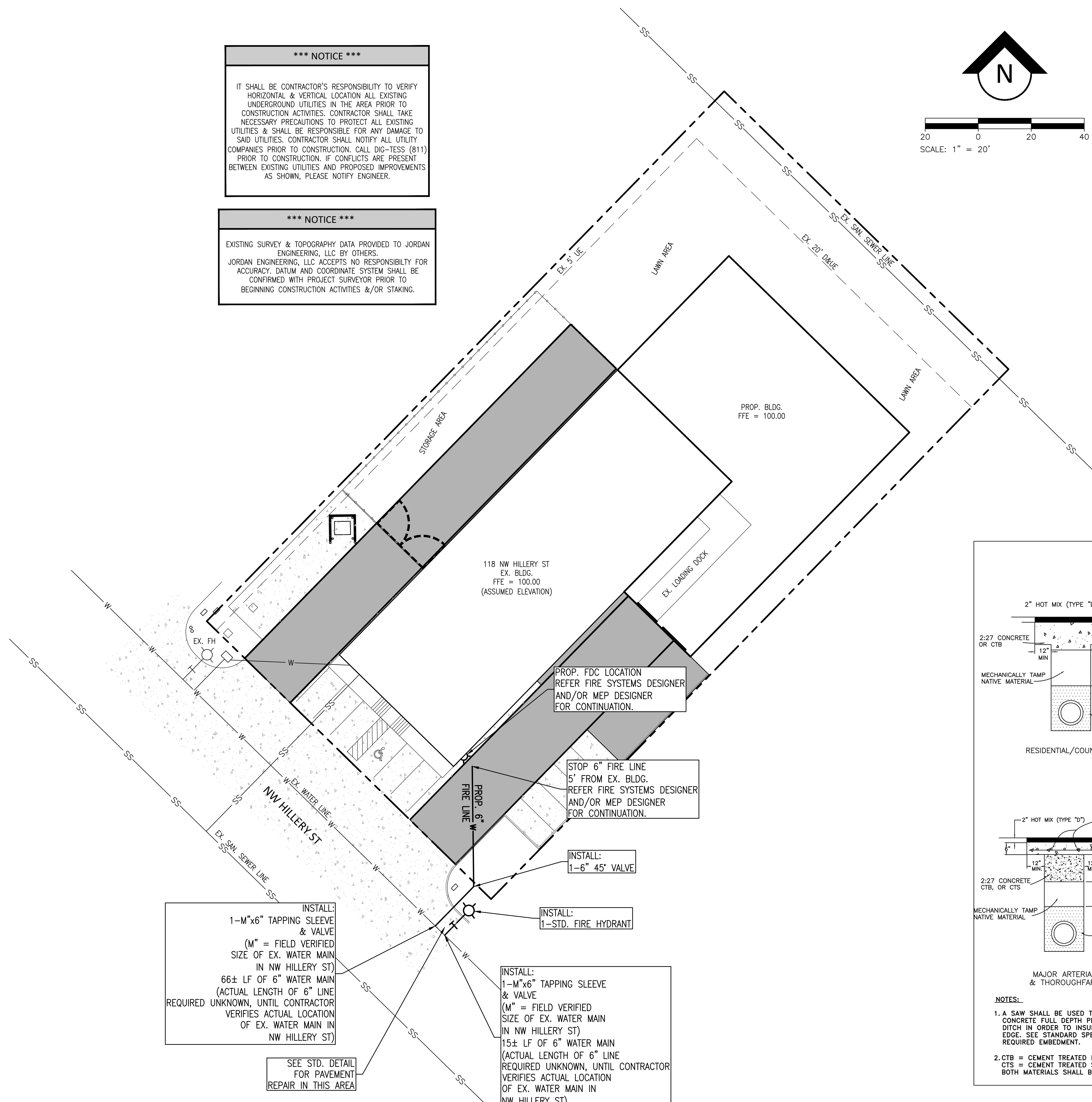
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DATE: DEC 2021

SHEET #
C5.0

CLIENT #: 070 JOB #: 2110

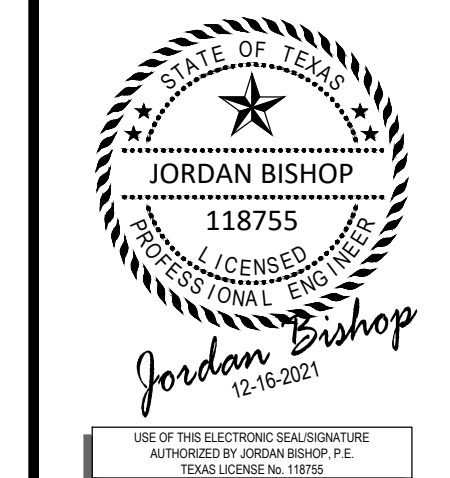
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ACCURACY. DATUM AND COORDINATE SYSTEM SHALL BE
CONFIRMED WITH PROJECT SURVEYOR PRIOR TO
BEGINNING CONSTRUCTION ACTIVITIES &/OR STAKING.



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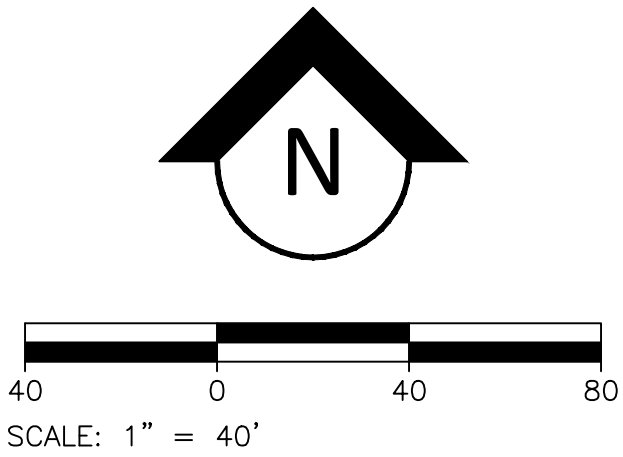
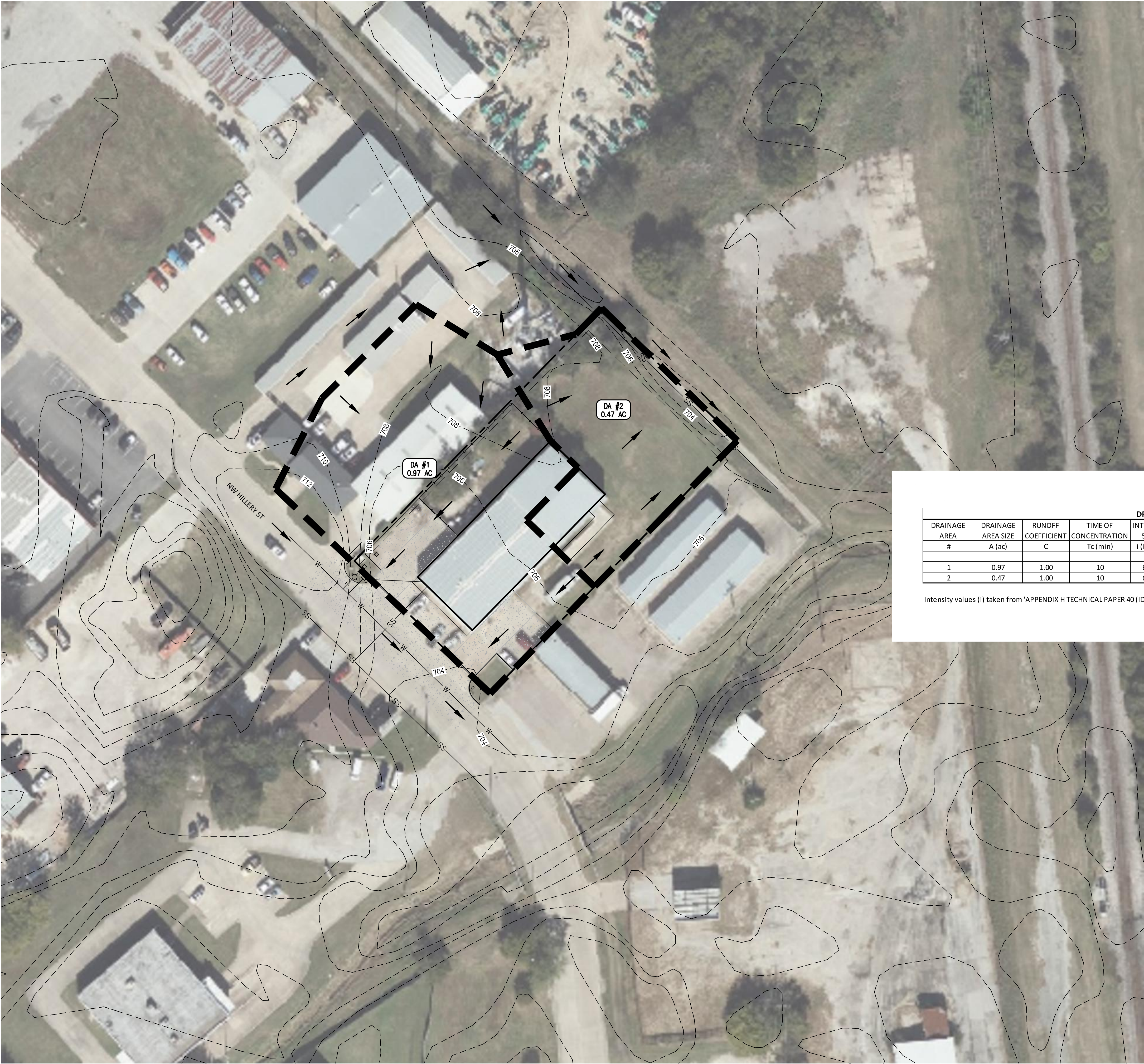


UTILITY PLAN

118 NW HILLERY ST
CITY OF BURLESON
JOHNSON COUNTY, TEXAS

DESIGN: WJB
DRAWN: WJB
CHECKED: WJB
DATE: DEC 2021
SHEET #
C6.0
CLIENT #: 070 JOB #: 2110

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LEGEND	
<div>DA # X.XX AC</div>	DRAINAGE AREA LABEL
<div>AP #</div>	ANALYSIS POINT LABEL
<div>---###---</div>	EXISTING CONTOUR
<div>---</div>	DRAINAGE AREA BOUNDARY
<div>→</div>	FLOW DIRECTION ARROW

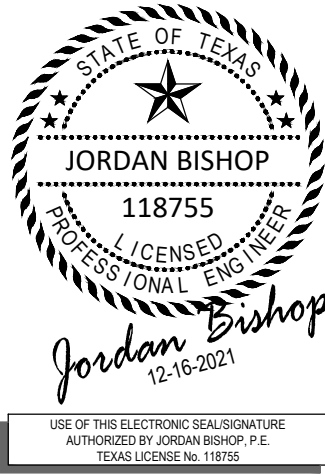
DRAINAGE AREA CALCULATIONS - EXISTING CONDITIONS										
DRAINAGE AREA #	DRAINAGE AREA SIZE A (ac)	RUNOFF COEFFICIENT C	TIME OF CONCENTRATION Tc (min)	INTENSITY 5-YR	INTENSITY 25-YR	INTENSITY 100-YR	FLOW 5-YR	FLOW 25-YR	FLOW 100-YR	DRAINS TO...
				i (in/hr)	i (in/hr)	i (in/hr)	Q (cfs)	Q (cfs)	Q (cfs)	
1	0.97	1.00	10	6.70	9.40	11.60	6.50	9.12	11.25	FRONT OF PROPERTY / NW HILLERY ST
2	0.47	1.00	10	6.70	9.40	11.60	3.15	4.42	5.45	REAR OF PROPERTY / EX. 20' DRAINAGE & UTILITY ESMT.

Intensity values (i) taken from "APPENDIX H TECHNICAL PAPER 40 (IDF CURVE)", CITY OF BURLESON'S "DESIGN STANDARDS MANUAL".

REVISION SCHEDULE	
REV. No.	DESCRIPTION



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EXISTING DRAINAGE AREA MAP & CALCULATIONS

118 NW HILLERY ST
CITY OF BURLESON
JOHNSON COUNTY, TEXAS

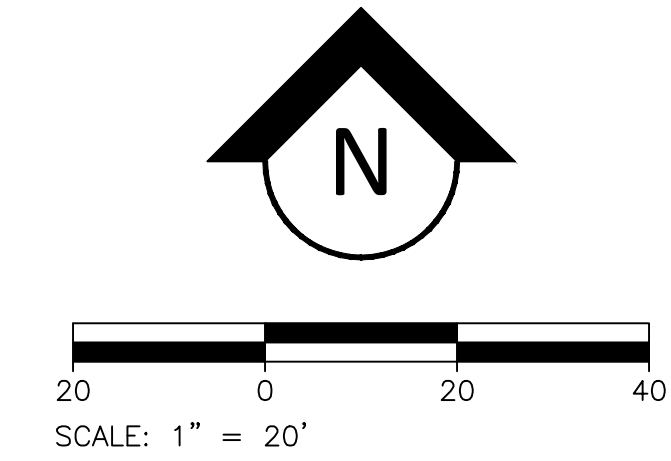
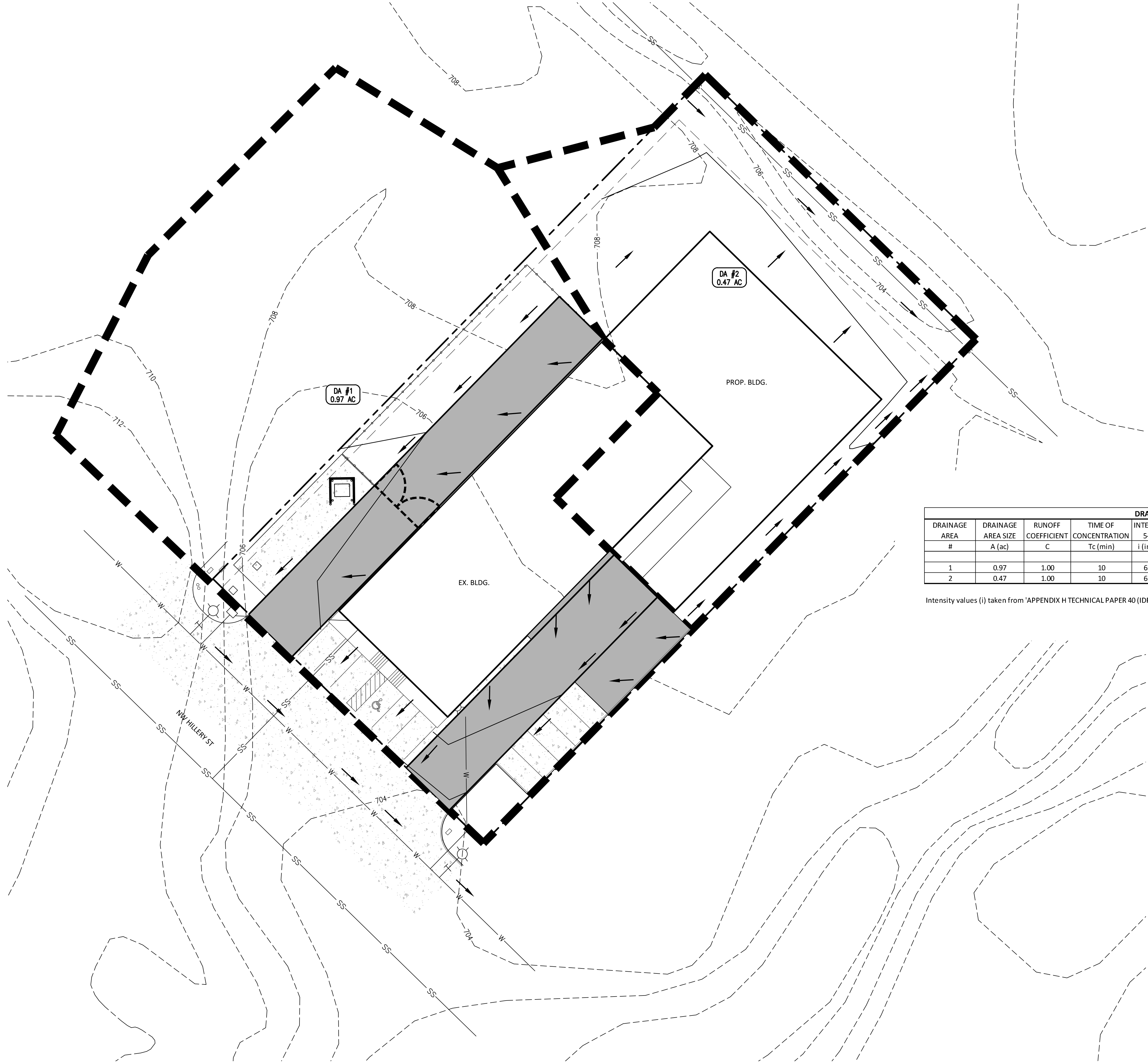
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DATE: DEC 2021

SHEET #

C7.0

CLIENT #: 070 JOB #: 2110

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LEGEND	
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<div>AP #</div>	ANALYSIS POINT LABEL
<div>---###---</div>	EXISTING CONTOUR
<div>---</div>	DRAINAGE AREA BOUNDARY
<div>→</div>	FLOW DIRECTION ARROW

DRAINAGE AREA CALCULATIONS - PROPOSED CONDITIONS											
DRAINAGE AREA #	DRAINAGE AREA SIZE A (ac)	RUNOFF COEFFICIENT C	TIME OF CONCENTRATION Tc (min)	INTENSITY	INTENSITY	INTENSITY	FLOW	FLOW	FLOW	DRAINS TO...	
				5-YR i (in/hr)	25-YR i (in/hr)	100-YR i (in/hr)	5-YR Q (cfs)	25-YR Q (cfs)	100-YR Q (cfs)		
1	0.97	1.00	10	6.70	9.40	11.60	6.50	9.12	11.25	FRONT OF PROPERTY / NW HILLERY ST	
2	0.47	1.00	10	6.70	9.40	11.60	3.15	4.42	5.45	REAR OF PROPERTY / EX. 20' DRAINAGE & UTILITY ESMT.	

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REVISION SCHEDULE	
REV. No.	DESCRIPTION

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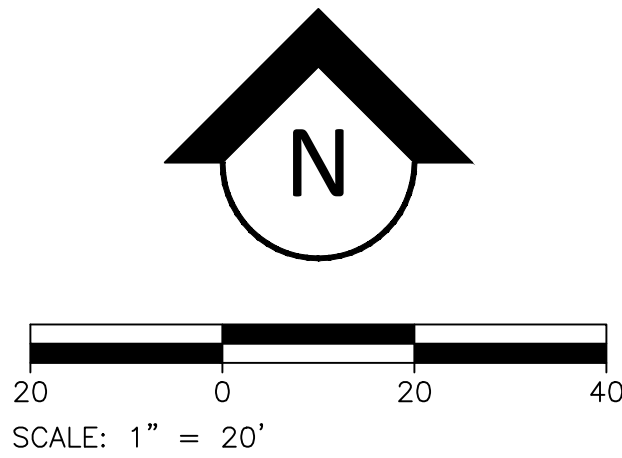
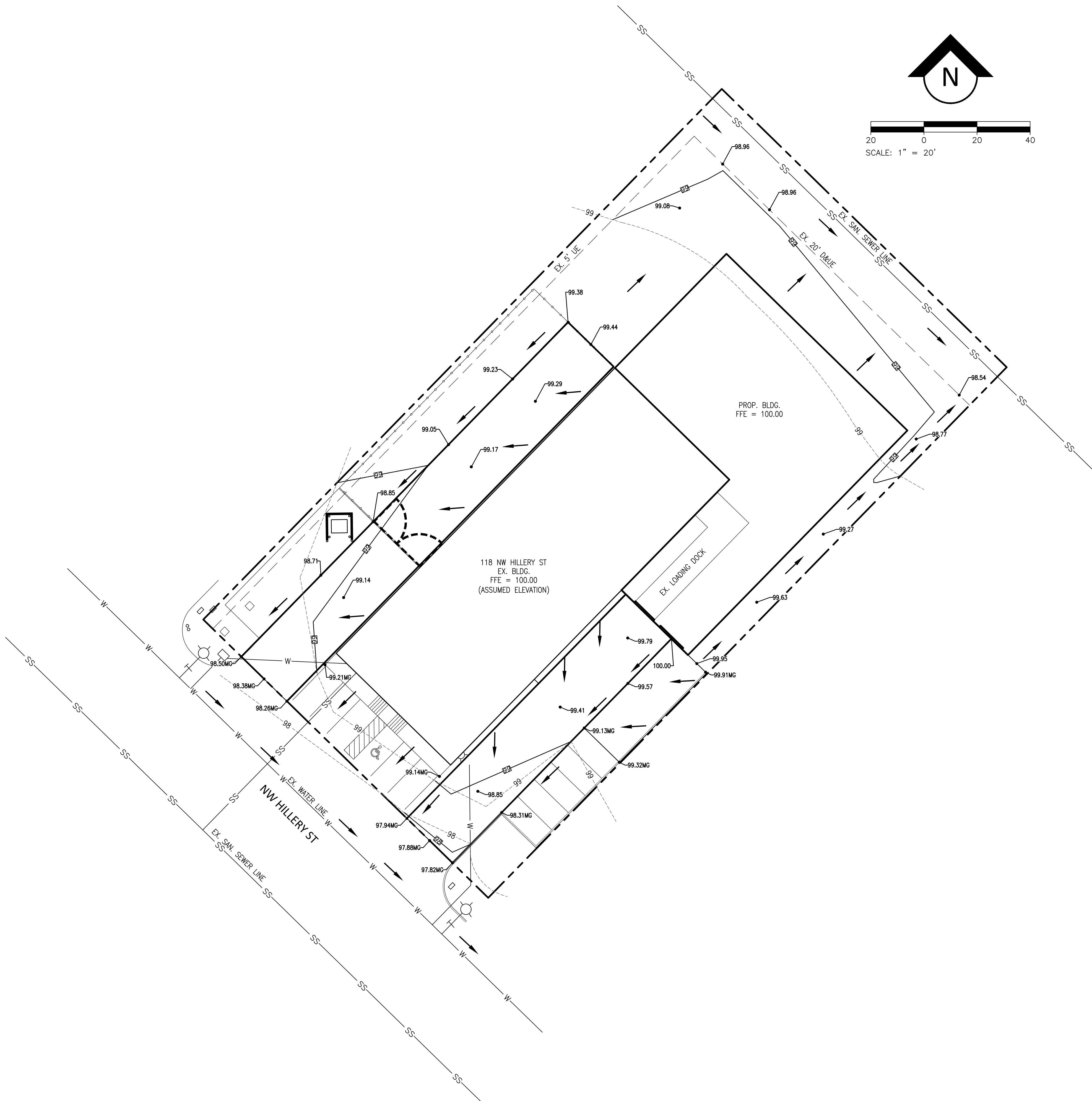
STATE OF TEXAS
JORDAN BISHOP
118755
LICENSED PROFESSIONAL ENGINEER
Jordan Bishop
12-16-2021
USE OF THIS ELECTRONIC SEAL/SIGNATURE
AUTHORIZED BY JORDAN BISHOP P.E.
TEXAS LICENSE NO. 118755

PROPOSED DRAINAGE AREA
MAP & CALCULATIONS

118 NW HILLERY ST
CITY OF BURLESON
JOHNSON COUNTY, TEXAS

DESIGN: WJB
DRAWN: WJB
CHECKED: WJB
DATE: DEC 2021
SHEET #
C8.0
CLIENT #: 070 JOB #: 2110

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NOTES:

- 1) ALL SPOT ELEVATIONS SHOWN IN PROPOSED PAVEMENT AREAS ARE TO TOP OF FINISH PAVEMENT UNLESS NOTED OTHERWISE. ONLY ELEVATION LABELS FOLLOWED BY 'TC' ARE TO PROPOSED TOP OF CURB ELEVATION.
- 2) ALL SPOT ELEVATIONS SHOWN IN NON-PAVEMENT AREAS ARE TO TOP OF FINISH GRADE AFTER ALLOWANCE FOR SOD, MUCH OR OTHER LANDSCAPING MATERIALS.
- 3) MAXIMUM ALLOWABLE SLOPE FOR ADA PARKING SPACES IS 2% IN ANY DIRECTION.
- 4) MAXIMUM ALLOWABLE SLOPE FOR ADA ROUTES IS 5% LONGITUDINAL & 2% TRANSVERSE.
- 5) PRIOR TO PLACEMENT OF FILL, CONTRACTOR SHALL PREPARE PROPOSED PAD AREAS AND ALL FILL AREAS IN ACCORDANCE WITH THE PROJECT GEOTECHNICAL REPORT.
- 6) ALL FILL PLACEMENT SHALL BE IN ACCORDANCE WITH THE PROJECT GEOTECHNICAL REPORT.
- 7) MAXIMUM ALLOWABLE SLOPE IN ANY AREA SHALL BE 4:1
- 8) SOD, SEED OR HYDROMULCH DISTURBED AREAS ONCE FINAL GRADE IS ACHIEVED. REFER TO LANDSCAPE PLAN FOR FURTHER DETAILS.

LEGEND	
	PROPOSED CONTOUR
	EXISTING CONTOUR
	PROP. GRADE ELEVATION
	MATCH EX. GRADE
	FLOW DIRECTION ARROW

REVISION SCHEDULE	
REV. No.	DESCRIPTION



JORDAN ENGINEERING, LLC

CIVIL ENGINEERING • LAND PLANNING

104 S WALNUT ST

WEATHERFORD, TX 76086

(817) 519-9931

TEXAS REG. FIRM # 17586



Jordan Bishop

12-16-2021

USE OF THIS ELECTRONIC SEAL/SIGNATURE

AUTHORIZED BY JORDAN BISHOP, P.E.

TEXAS LICENSE NO. 118755

GRADING PLAN

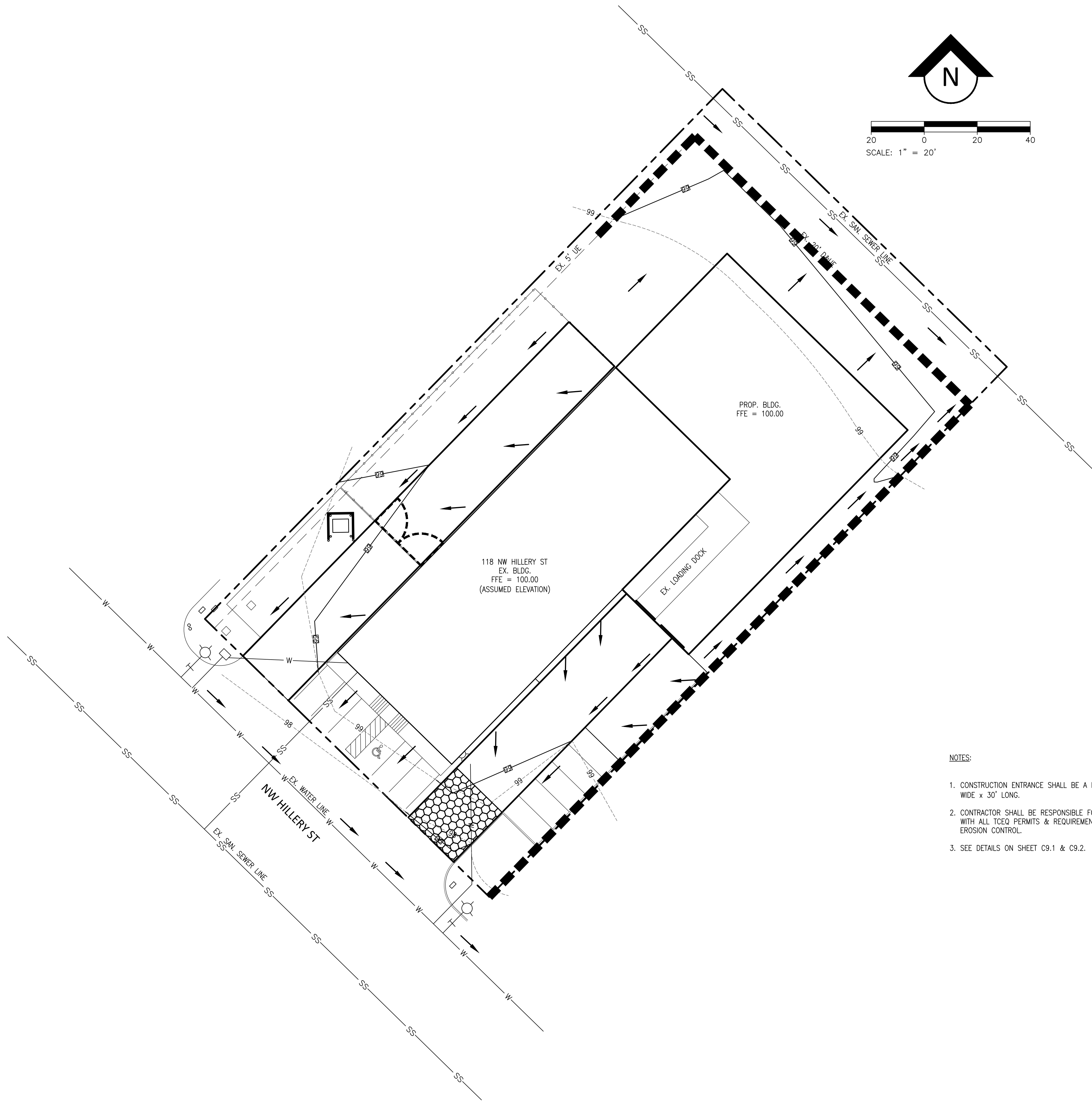
118 NW HILLERY ST

CITY OF BURLESON

JOHNSON COUNTY, TEXAS

DESIGN: WJB
DRAWN: WJB
CHECKED: WJB
DATE: DEC 2021
SHEET #
C9.0
CLIENT #: 070 JOB #: 2110

J:\070 BOOPER\ROKUS\2110 BURLESON\118 NW HILLERY\100 CAD\100 DWG\04 CIVIL PLAN SET\070-2110 BNWH C10.0 EROSION CONTROL PLAN.dwg, C10.0, 12/17/2021 8:38:29 AM, JORDAN



NOTES:

1. CONSTRUCTION ENTRANCE SHALL BE A MINIMUM OF 24' WIDE x 30' LONG.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL TCEQ PERMITS & REQUIREMENTS REGARDING EROSION CONTROL.
3. SEE DETAILS ON SHEET C9.1 & C9.2.

LEGEND	
	PROPOSED CONTOUR
	EXISTING CONTOUR
	SILT FENCE
	CONSTRUCTION ENTRANCE

EROSION CONTROL
PLAN

118 NW HILLERY ST
CITY OF BURLESON
JOHNSON COUNTY, TEXAS

DESIGN: WJB

DRAWN: WJB

CHECKED: WJB

DATE: DEC 2021

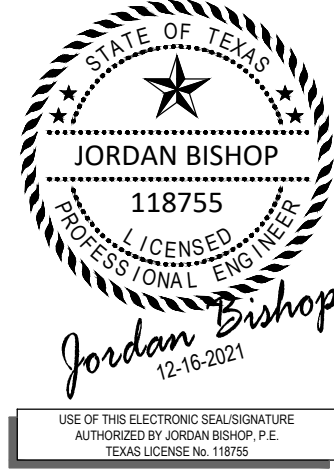
SHEET #

C10.0

CLIENT #: 070 JOB #: 2110

JE **JORDAN**
ENGINEERING, LLC
CIVIL ENGINEERING • LAND PLANNING

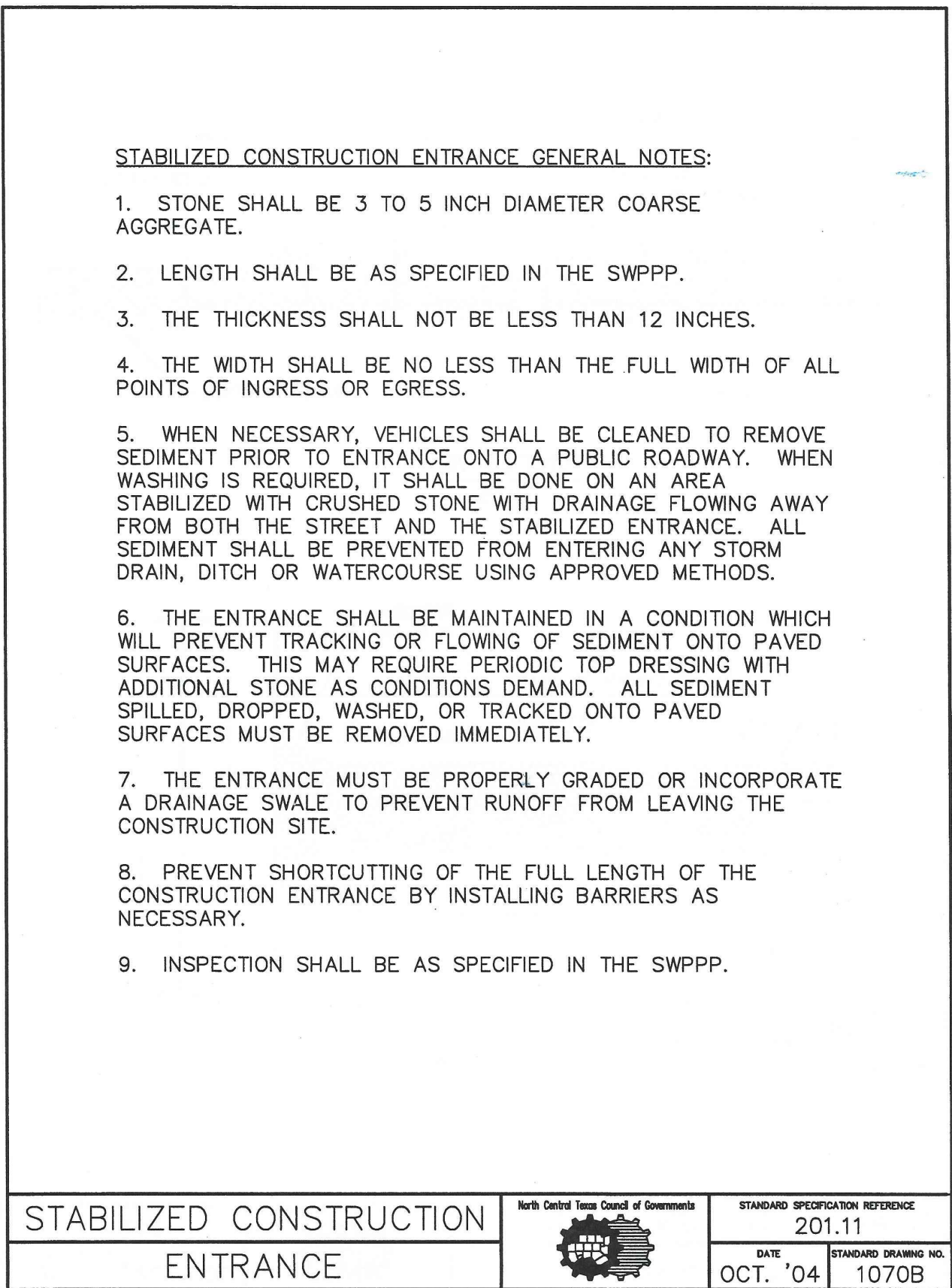
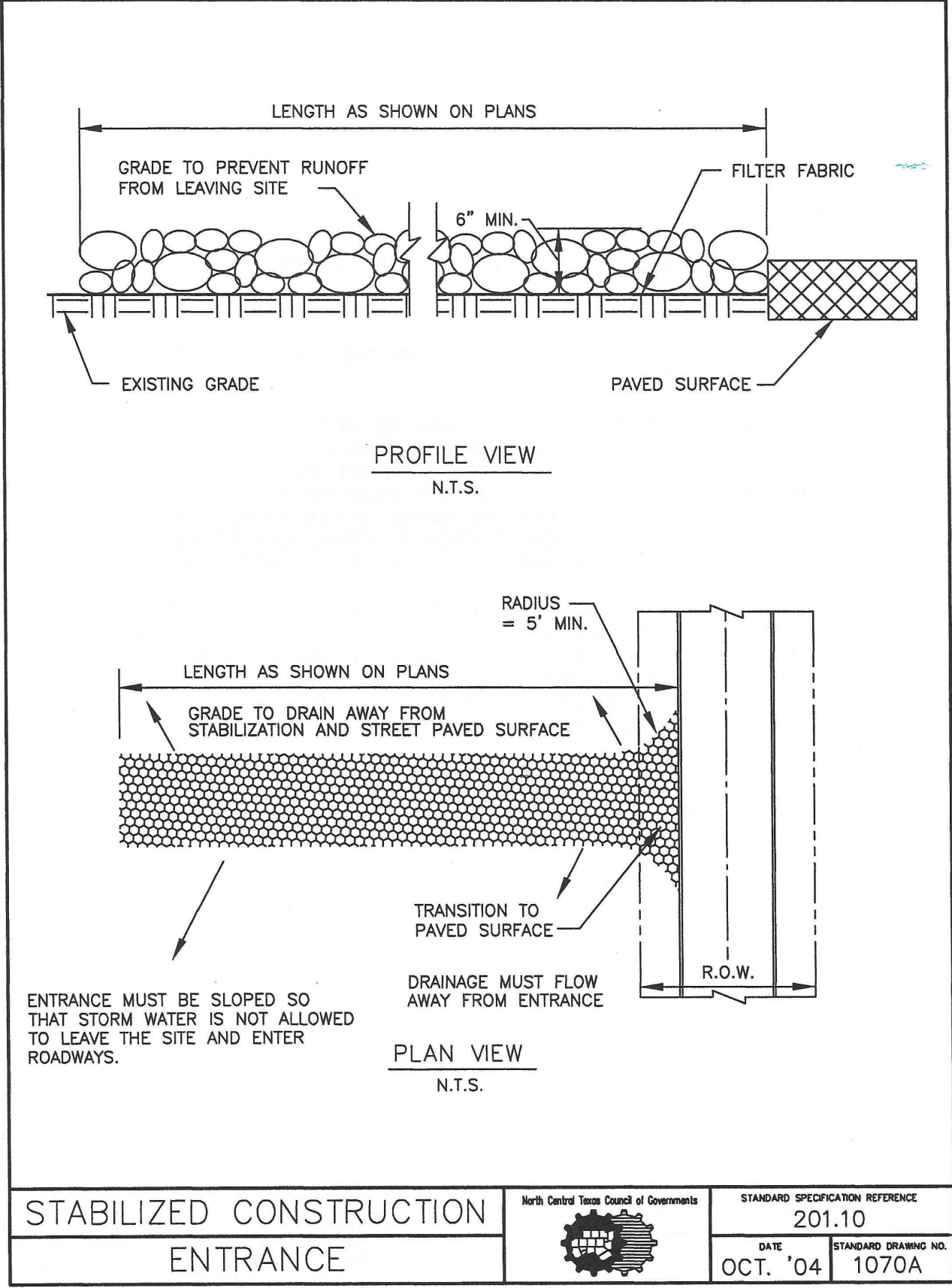
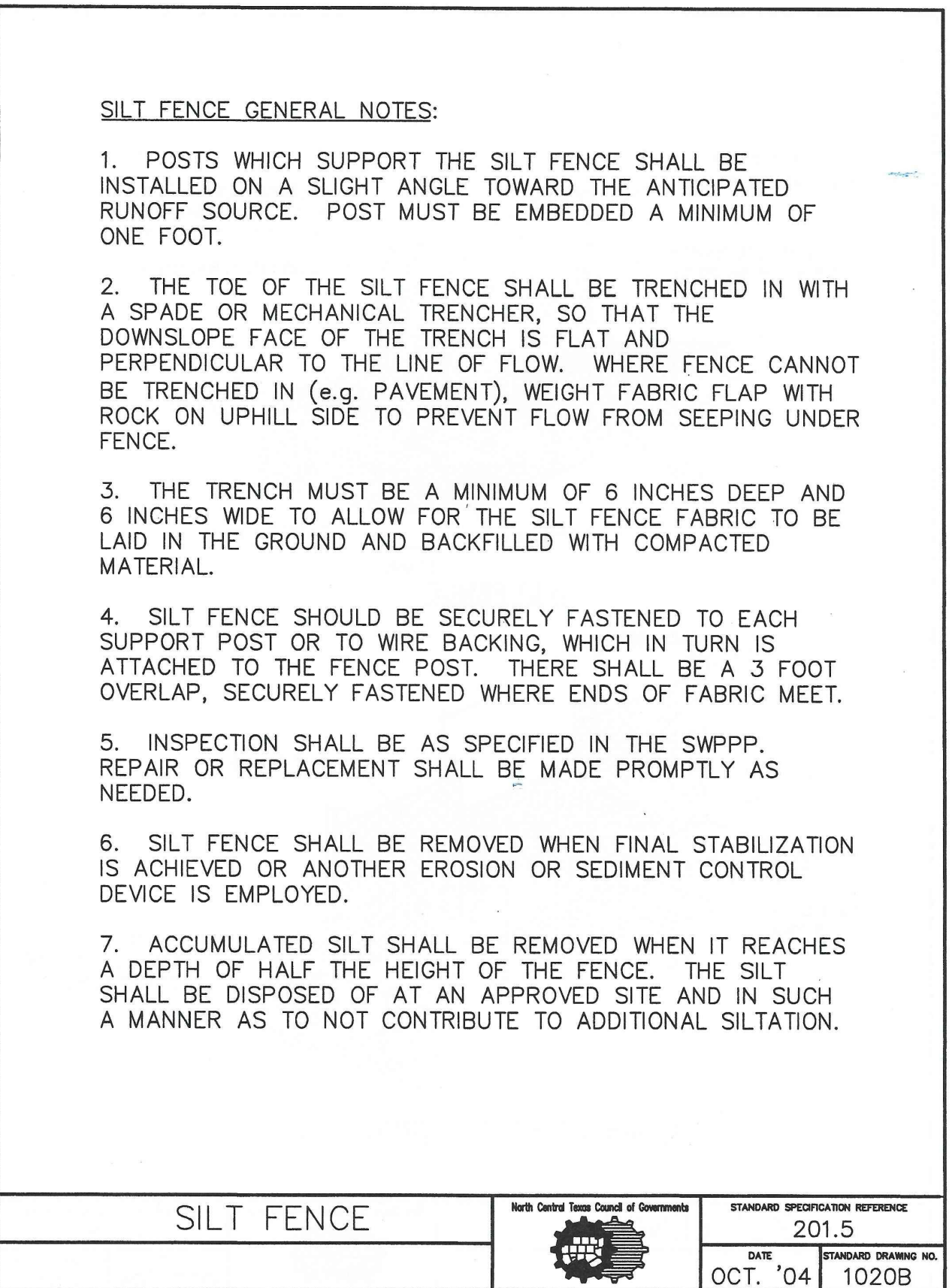
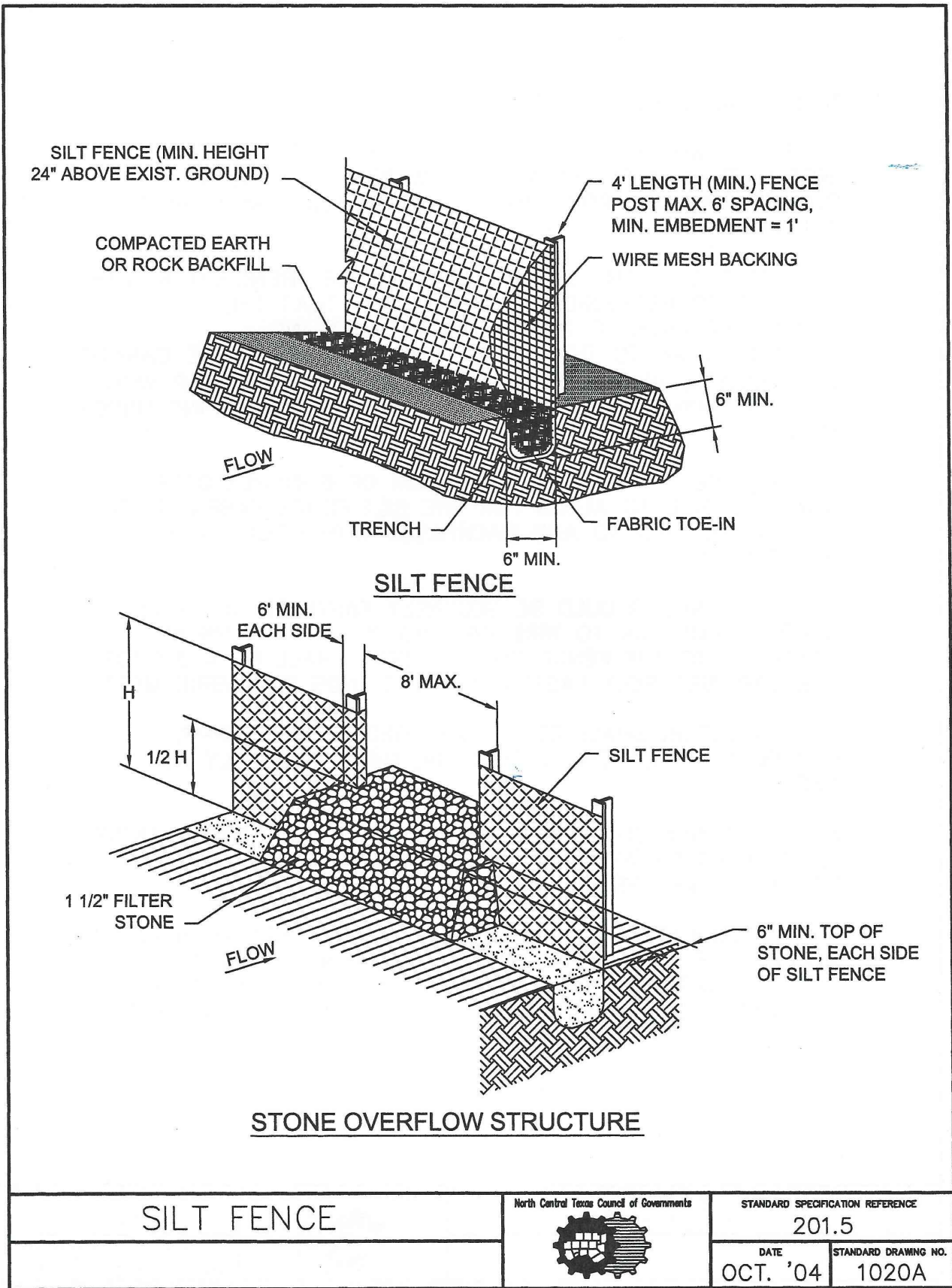
104 S WALNUT ST
WEATHERFORD, TX 76086
(817) 519-9931
TEXAS REG. FIRM # 17586



REVISION SCHEDULE

REV. No.	DESCRIPTION	DATE

J:\070 BOOPER\ROKUS\2110 BURLESON\118 NW HILLERY\00 CAD\000 DWG\04 CIVIL PLAN SET\070-2110 BNWH\C10.0 EROSION CONTROL PLAN.dwg, C10.1, 12/17/2021 8:44:08 AM, JORDAN



REVISION	SCHEDULE	DESCRIPTION	DATE
REV. No.			

J

E

JORDAN

ENGINEERING, LLC

CIVIL ENGINEERING • LAND PLANNING

104 S WALNUT ST
WEATHERFORD, TX 76086
(817) 519-9931
TEXAS REG. FIRM # 17586

STATE OF TEXAS
JORDAN BISHOP
118755
PROFESSIONAL ENGINEER
LICENSED IN THE STATE OF TEXAS
12-16-2021
Jordan Bishop
USE OF THIS ELECTRONIC SEAL/SIGNATURE
AUTHORIZED BY JORDAN BISHOP, P.E.
TXENG LICENSE NO. 118755

EROSION CONTROL
DETAILS

118 NW HILLERY ST
CITY OF BURLESON
JOHNSON COUNTY, TEXAS

DESIGN: WJB
DRAWN: WJB
CHECKED: WJB
DATE: DEC 2021

SHEET #
C10.1

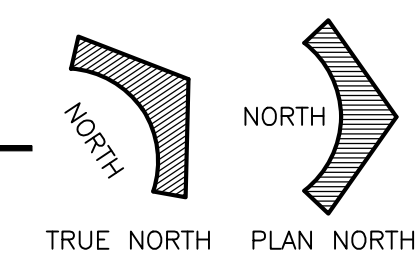
CLIENT #: 070 JOB #: 2110

AREA CALCULATIONS

PARKING SPACE CALCULATIONS



Project:

Sheet of

Re: Case 21-141 – AACA Building Expansion (118 NW Hillery St.)

SACC Requirement:

The Development Standards Review Committee requires that a Statement of Architectural and Contextual Compatibility (SACC) be submitted as a part of the development plan approval process for all site plans and building designs proposed for construction within the boundaries of the Old Town Overlay District. This is a written document, describing the site and discussing design intent with specific reference to the design elements as related to the architectural style chosen for the development in relation to the Old Town Overlay District.

In this particular case, the SACC narrative is utilized to discuss the history of the site and subject request to expand the structure while maintaining the existing architecture and materials of the original building.

Background:

The existing 9,052sf metal building was originally constructed on the subject site in 1975. AACA Parts and Supplies (applicant) began operating out of this location in 2008 and purchased the property in 2013. Due to the growth of the business, the owner is interested in expanding the building to include additional warehouse space. After discussing the proposed expansion with City staff, it was brought to our attention that although the subject property is zoned Industrial, it is also located within the Old Town Overlay. Per Section 4-3. - Applicability of standards, "the Old Town Design Standards shall be binding standards applied to all development occurring within the Old Town Overlay District, and shall apply to all new or **substantially renovated buildings**".

The term "**substantially renovated**" means that the value of the proposed renovation exceeds 50 percent of said building's value as set by the Johnson County Appraisal District. According to the Central Appraisal District of Johnson County, the appraised value (or total market value) of the subject building is \$231,207. The building permit application submitted to the City indicated that the proposed expansions job value is roughly \$265,000. Considering this, the proposed renovation exceeds 50 percent of said buildings value as set by the Johnson County Appraisal District. Subsequently, the Old Town Design Standards and processes shall be applied to this development.

Proposal:

As previously mentioned, the owner is interested in expanding the building in order to accommodate the growth of the business. The owner is also proposing to use this opportunity to improve the overall aesthetic of the site as well as the interior of the building. The intent is to accomplish these goals in two phases:

Phase 1:

- Add on 7,416sf of warehouse space to the rear of the existing building. The expansion will be constructed out of metal R Panel materials and include two roll up doors. The metal paneling will be consistent in material and color with the existing 9,053sf building.
 - Color: Light stone trimmed in white

- Proposed building will tie into existing building by roof only.
- Extend fire lanes will be provided along both sides of the building.
- Additional fire safety measures will be taken to ensure additional fire safety.
 - Installation of automatic sprinkler system in the existing structure and proposed expansion.
 - Fire hydrant will be installed in front right corner of the subject property.
- Construction of a masonry dumpster enclosure with gated entry.
- Re-stripe existing parking spaces (11).

Phase 2:

- Remodel interior showroom.
- Update the front façade of the building to include:
 - 4' brick veneer
 - Double entrance doors
 - Attached awning over the entrance way of the building
 - Large planter pots containing landscaping to be installed along the entrance way

Improvements:

The applicant is proposing to make the following improvements to the site:

1. Install a 4' brick veneer to the front façade of the building
2. Install new double doors as the main entrance feature
3. Install an attached awning over the entrance way
4. Provide large planter plots along front façade of the building
5. Construct a dumpster enclosure with a gated entry accessible from west the fire lane
6. Extend fire lanes along east and west side of the building
7. Re-stripe existing parking spaces
8. Install automatic sprinkler system
9. Remodel interior showroom

Existing Front Façade:



Proposed Front Façade Concept:



Waivers:

Per the Old Town Design Standards (Sec. 4-46. – Waiver and Modifications), all requests for waivers or modifications to the Old Town Design Standards shall be made in writing and shall be accompanied by the development plan prepared and submitted in accordance with the SACC development plan. The following waivers are being requested:

Item (Ordinance Reference)	Required	Provided	Conformance
Old Town Design Standards: Buildings Sec. 4-63 (G.3.a)	Architectural metal panels shall be no more than fifteen percent (15%) of any single type A or type B façade.	100% R Panel metal on all facades (with the exception of the 4' brick veneer)	Waiver Requested
Old Town Design Standards: Buildings Sec. 4-63 (A.11)	Total glass area of the primary façade shall be between 40 and 80 percent.	Not Provided	Waiver Requested
Parking: Sec. 134-110 Nonresidential Uses (18.21)	Retail: one space for each 200 square feet of total floor area = 12 Spaces Warehouse: one space for each two employees = 3 Total = 15	11 parking spaces provided (existing spaces to be re-stripped)	Waiver Requested

Old Town Design Standards: Landscaping Sec. 4-61 (D) (1 & 2) / Sec. 4-62 (E.3)	Parkway: Plantings along parkway & trees along block spaced 40 feet apart Parking: Landscape screen along parking lot street frontage	Planter pots to be placed along front façade of the building	Waiver Requested
Design Standards Manual: Fire Lane Requirements Sec. 5.7 (B.2)	All buildings or structures shall be constructed in such a way that all ground level exterior sides of the building are within 150' of the fire lane	Installation of an automatic sprinkler system	Waiver Requested
Old Town Design Standards: Buildings Sec. 4-63 (G.6)	Pre-fabricated metal buildings shall not be allowed	7,416sf Pre-fabricated metal addition	Waiver Requested

Summary:

Although industrial uses and metal buildings are not the typical vision of the Old Town Overlay, the current zoning of the subject property is I, Industrial. The subject building was constructed on site in 1975 and AACA has been operating out of this location since 2008. The existing structure and proposed expansion is in general conformity with the surrounding area as Industrial and more intensive commercial uses are located around the subject site which is somewhat removed from the Old Town Focus Area.

I, Brad Lemons (Owner), agree to complete the following site improvements prior to receiving a Temporary Certificate of Occupancy for the 7,416sf warehouse expansion:

1. Construct a dumpster enclosure with a gated entry accessible from west the fire lane
2. Extend fire lanes along east and west side of the building
3. Re-stripe existing parking spaces
4. Install automatic sprinkler system

In order to complete the primary façade and interior showroom improvements, we will need to utilize the proposed warehouse expansion. With the release of the Temporary Certificate of Occupancy for the proposed warehouse, the following improvements will be completed:

5. Install a 4' brick veneer to the front façade of the building
6. Install new double doors as the main entrance feature
7. Install an attached awning over the entrance way
8. Provide large planter plots along front façade of the building
9. Remodel interior showroom

We will work closely with City staff to ensure the improvements are made in a timely manner. The official Certificate of Occupancy for the proposed warehouse expansion will not be provided until all of the aforementioned improvements have been cleared by City staff.

Respectfully:

Brad Lemons
AACA Parts and Supplies

City Council Regular Meeting

7. A.

TO: Type A Burleson Economic Development Corporation

FROM: Alex Philips, Economic Development Manager

DATE: 06/06/2022

SUBJECT: Consider approval of resolution authorizing a real estate contract with RA Development, LTD, and Tarbrax Investments, LTD, as seller, to purchase fee simple title to a 3.96 acre tract of land, more or less, situated in Johnson County, Texas, commonly known as 2241 SW Hulen Street, for 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; and providing an effective date. *(Staff Presenter: Alex Philips, Economic Development Director)*

Attachments

Department Memo
Presentation
Proposed Resolution

Staff Contact:

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

DEPARTMENT MEMO

DEPARTMENT: Economic Development
FROM: Alex Philips, Economic Development Director
MEETING: June 6, 2022

SUBJECT:

Consider approval of resolution authorizing a real estate contract with RA Development, LTD, and Tarbrax Investments, LTD, as seller, to purchase fee simple title to a 3.96 acre tract of land, more or less, situated in Johnson County, Texas, commonly known as 2241 SW Hulen Street, for 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; and providing an effective date. *(Staff Presenter: Alex Philips, Economic Development Director)*

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 Boulevard is one of the roadways identified to be extended to CR 914 (Lakewood Drive) to improve connectivity to areas of new development.

The extension of Alsbury Boulevard 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 2241 SW Hulen Street was identified as one of the properties requires to be purchased in order to complete the roadway.

OPTIONS:

- 1) Proceed with the staff recommendation
- 2) Deny the contract

RECOMMENDATION:

Approve the contract with RA Development, Ltd & Tarbrax Investments, Ltd.

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

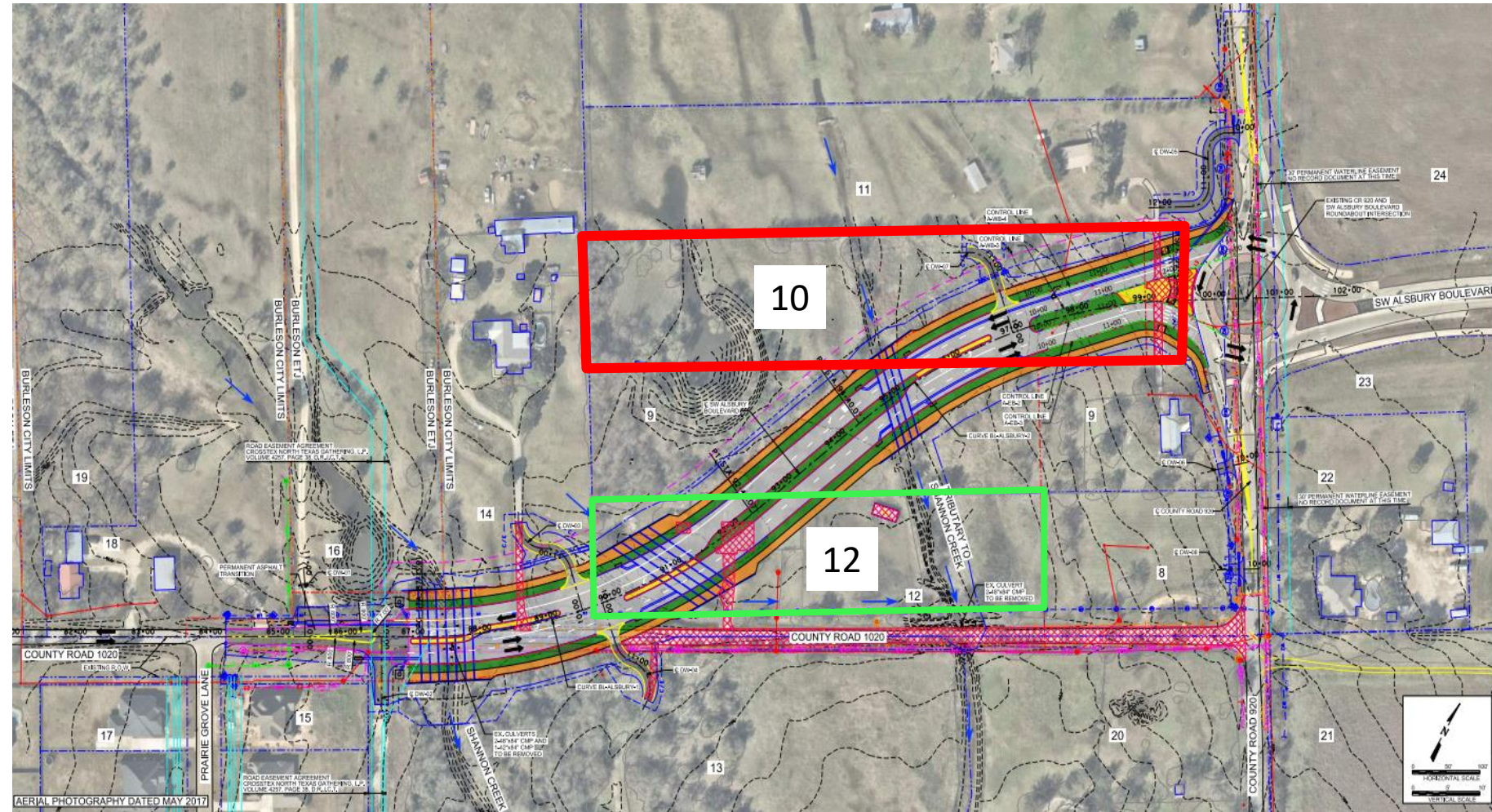
aphilips@burlesontx.com



Alsbury Blvd Extension

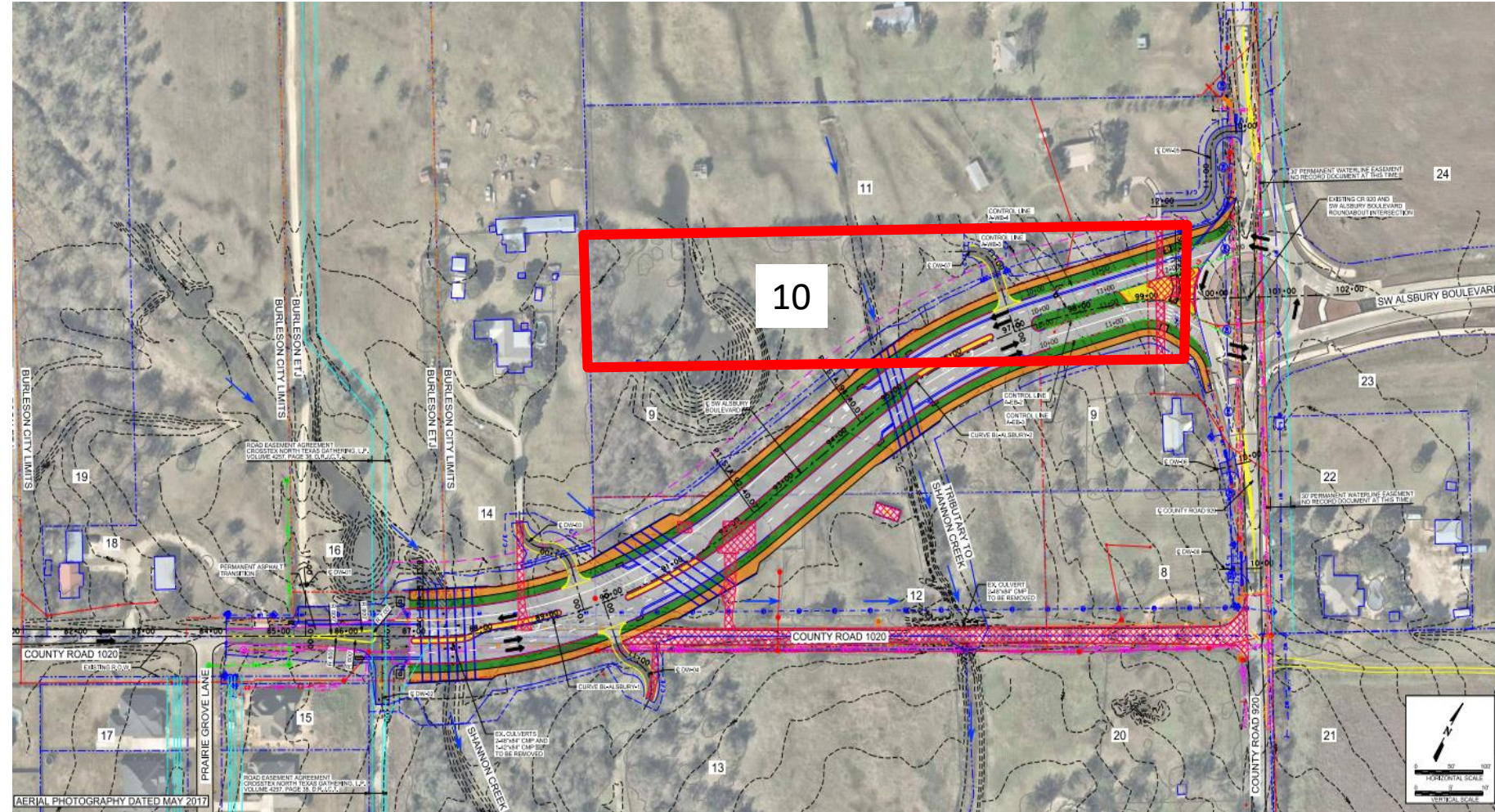
Property Detail

- Property identified as #10 on the map
- The City has purchased Property #12.
- ROW needs to be acquired for construction of the Alsbury Extension.



Contract Details

- Due Diligence
- Earnest Money
- City to obtain new survey of the property
- Close within 10 days after Due Diligence period is over
- The acquisition of the property will give the City some flexibility in the design of the extension of Alsbury Boulevard

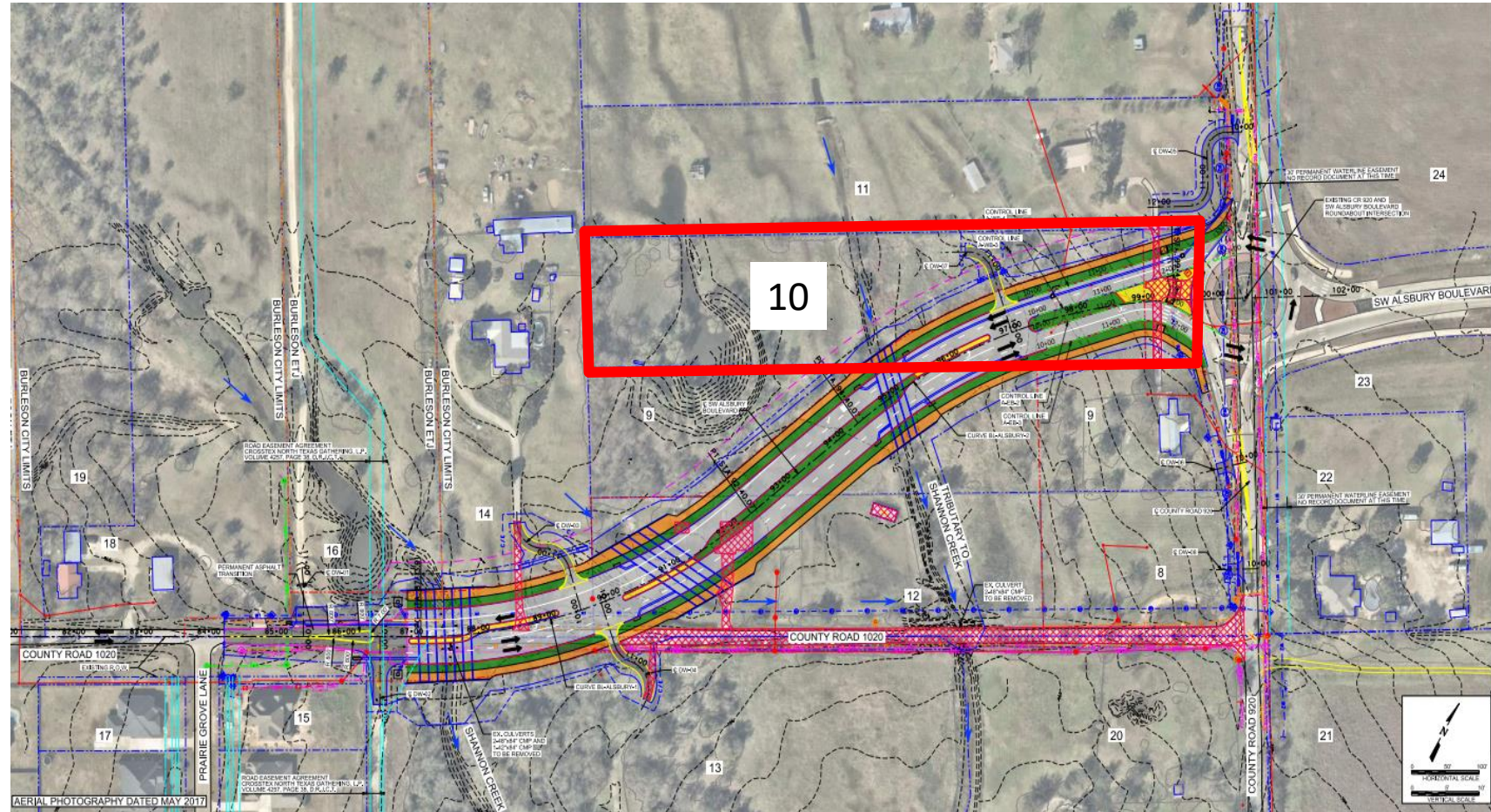


Options

- Authorize the contract with RA Development, LTD and Tarbrax Investments, LTD.
- Deny the contract with RA Development, LTD and Tarbrax Investments, LTD.

Staff recommendation

Authorize the contract with RA Development, LTD and Tarbrax Investments, LTD.



Questions / Comments

RESOLUTION

A RESOLUTION OF THE CITY OF BURLESON AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY TO CLOSE ON THE CONTRACT BETWEEN THE CITY OF BURLESON, AS BUYER, AND RA DEVELOPMENT, LTD AND TARBRAX INVESTMENTS, LTD, AS SELLERS, TO BUY FEE SIMPLE TITLE TO A 3.96 ACRE TRACT OF LAND SITUATED IN JOHNSON COUNTY, TEXAS, BEING AS ABSTRACT 186, TRACT 33A, H G CATLETT, CITY OF BURLESON, JOHNSON COUNTY, TEXS, AND COMMONLY KNOWN AS 2441 SW HULEN STREET, AUTHORIZING THE EXPENDITURE OF FUNDS; 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, on June 6, 2022, the City previously directed the City Manager, Bryan Langley, to enter into a real estate contract with the Buyer for the sale of the property; 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”, 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.

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: City Manager
DIRECTOR: Paul Bradley
DATE: 06/06/2022

SUBJECT

Receive a report, hold a discussion and give staff direction regarding an operational overview and proposed FY 2022-2023 budget for the Public Safety Communications Department. *(Staff Presenter: Paul Bradley, Director of Public Safety Communications)*

Attachments

Department Memo
Staff Presentation

Respectfully submitted:

Paul Bradley
817-426-9075
Director of Public Safety Communications

DEPARTMENT MEMO

DEPARTMENT: Public Safety Communications
FROM: Paul Bradley, Director of Public Safety Communications
MEETING: June 6, 2022

SUBJECT:

Receive a report, hold a discussion and give staff direction regarding an operational overview and proposed FY 2022-2023 budget for the Public Safety Communications Department.

SUMMARY:

The purpose of this discussion is to provide City Council with a detailed overview of key accomplishments, current projects and goals of the Public Safety Communications Department. The discussion will also detail the current organizational structure, proposed staffing enhancements and an overview of the Department's budget.

STAFF CONTACT:

Paul Bradley, Director
Public Safety Communications
pbradley@burlesontx.com
817-426-9075



Public Safety Communications

Strategic Overview

Who We Are

The *first*, first responders

- Answer calls for assistance
- Support Burleson's Police and Fire Departments

Highly-skilled personnel

- Total allotted staff of 19
- 24/7/365 operation
- TCOLE-licensed

20,341 emergency 9-1-1 phone calls received in 2021

- 19,233 emergency 9-1-1 calls in 2020

36,672 total calls for service processed in 2021

- 30,194 calls for service processed for PD
 - 27,170 calls for service in 2020
 - Includes citizen- and officer-initiated calls
- 6,478 calls for service processed for FD
 - 4,970 calls for service in 2020

What We Do

Answer 9-1-1 and non-emergency calls

Operation of Computer-Aided Dispatch (CAD)

- Dispatching of Police and Fire units via radio
- Provide continuous updates to responders throughout the call

Access National Crime Information Center (NCIC) database

- Query persons, vehicles, articles, etc.
- Enter and clear warrants
- Protection Orders

Work closely with other organizations and departments

- Collaborate with Police and Fire staff
- Policies and procedures that meet the needs of everyone

Public Safety Communications Accomplishments

Developed performance metrics and benchmarks for public safety protocols

Evaluated technical systems and determined improvements to increase our level of service

Employed Computer-Aided Dispatch (CAD) refinements including fire response overhaul to ensure proper responses and reduce response times

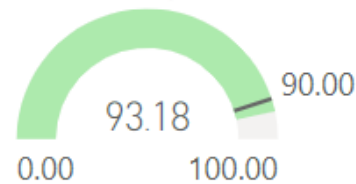
Implemented new automated Fire Station Alerting System

Partnered with Fire Department to present the benefits of Fire-based EMS Transportation

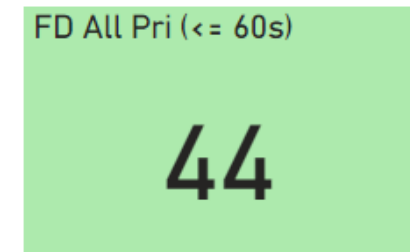
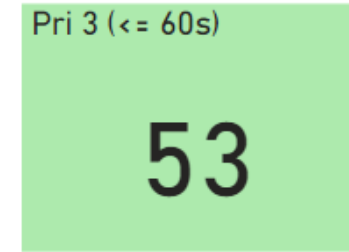
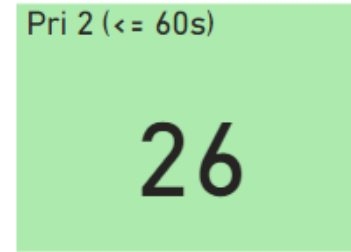
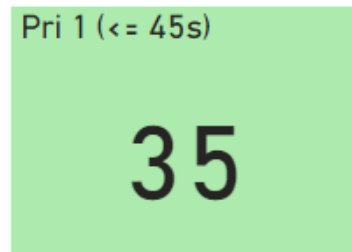
Collaborated with consulting firm and stakeholders for the procurement of a new Computer-Aided Dispatch (CAD), Mobile Data System (MDS) and Records Management System (RMS) suite

Analytics Dashboard

FD NFPA Disp Goal ($\geq 90\%$)

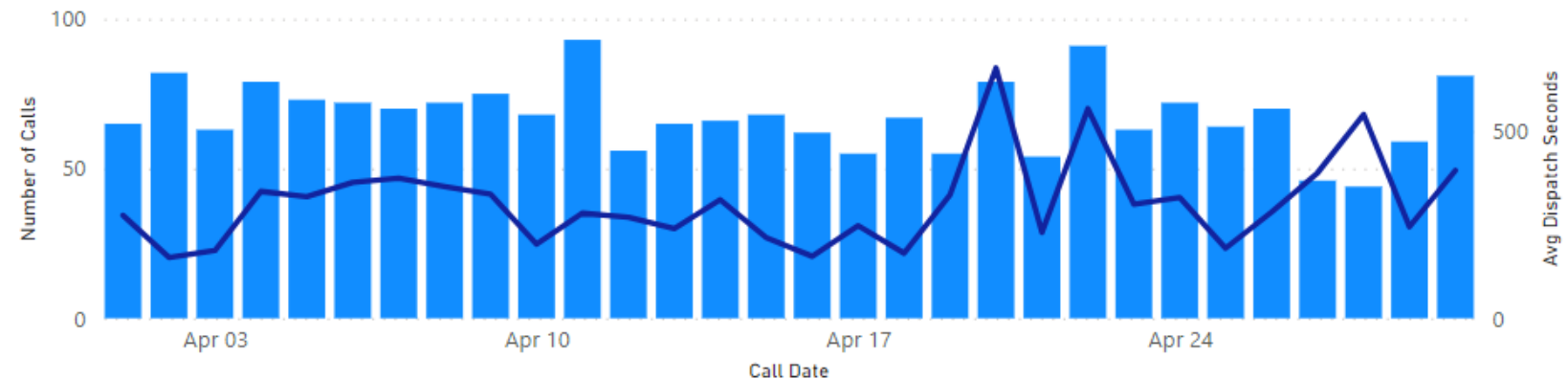


Fire- Average Dispatch Seconds by Priority



Number of Calls, Avg Dispatch Seconds, First DOW, PCT Goal Met, NUM Goal Met and NUM Goal NOT Met by Call Date

● Number of Calls ● Avg Dispatch Seconds



Call DateTime	Incident
4/28/2022 3:45:50 PM	2022083
Total	
<	>

Fire Station Alerting System

Purchase approved by council 6/7/2021

Live as of December 2021

Significant impact to our performance

- Reduced receive-to-dispatch times
- 41% time decrease for dispatch of Priority 1 calls

Simultaneous alerting of multiple stations

Consistency in dispatching

Better customer service

Seamless process for Public Safety Communications staff



Public Safety Communications Goals

Collaborate with consulting firm and stakeholders to research, procure and implement a new Computer-Aided Dispatch (CAD), Mobile Data System (MDS) and Records Management System (RMS) suite

Work with Information Technology department and 9-1-1 District to integrate non-emergency phone lines with emergency phone consoles

Partner with Fire Department for transition to Fire-based Emergency Medical Services (EMS) and in-house Emergency Medical Dispatch (EMD) protocol

Team with Customer Service department for cross-training between 3-1-1 and 9-1-1 operations

- 3-1-1 will reduce the number of non-emergency phone calls received by the Public Safety Communications Center

Obtain Texas Commission on Law Enforcement (TCOLE) Telecommunication Agency credentials

Begin process for the Commission on Accreditation for Law Enforcement Agencies (CALEA) Public Safety Communications Accreditation Program

New CAD Project Details

Will be purchased with ARPA funds

Fire-based EMS transport and in-house Emergency Medical Dispatch – October 2023

Go-live on new CAD system – April 2024

Milestone	Date
RFP Published	6/14/2022
Proposals Received	8/2022
Vendor Selection	10/2022
Contract Negotiations	12/2022

Public Safety Communications Position Summary

2022 – 2023 Proposed

- Increase to 22 FTEs
 - 1 Director
 - 1 Assistant Director
 - 3 Public Safety Communications Supervisors
 - 3 Lead Public Safety Communications Specialists
 - 14 Public Safety Communications Specialists
 - 3 additional PSC Specialist positions to manage extended call duration for Emergency Medical Dispatch call processing

Position Summary	FY 2019-20 Actual	FY 2020-21 Actual	FY 2021-22 Actual	FY 2022-23 Proposed
Total FTE's	15	19	19	22

Public Safety Communications Budget Summary

Category	FY 21-22 Budgeted	FY 21-22 Estimate	FY 22-23 Proposed
Personnel	\$1,784,632	\$1,786,437	\$1,929,569
Other Expenditures	\$281,549	\$281,549	\$113,114
Materials & Supplies	\$9,187	\$9,187	\$9,187
Total	\$2,075,368	\$2,077,173	\$2,051,870

Public Safety Communications Supplemental Package Summary

Supplementals	One Time	Recurring	Total FY 22-23
Public Safety Communications Specialists (3)	\$3,702.00	\$287,682.00	\$291,384.00
Emergency Medical Dispatch protocol	\$106,500.00	\$32,000.00	\$106,500.00
Miscellaneous Departmental costs	\$10,633.00	\$30,412.00	\$19,779.00
Total	\$120,835.00	\$350,094.00	\$417,663.00

Questions / Comments



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: 06/06/2022

SUBJECT

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

Attachments

Department memo
Presentation

Respectfully submitted:

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



City Council

DEPARTMENT MEMO

DEPARTMENT: Neighborhood Services
FROM: Lisa Duello, Neighborhood Services Director
MEETING: June 6, 2022

SUBJECT:

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

SUMMARY:

The Neighborhood Services Department consists of Animal Services, Code Compliance and Environmental Services divisions. The presentation will highlight each division's accomplishments, statistics and upcoming budget requests for Council's consideration during the budget process.

RECOMMENDATION:

N/A

FISCAL IMPACT:

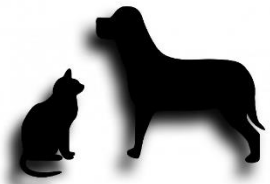
Any future fiscal impacts will be considered by City Council during the budget process

STAFF CONTACT:

Name: Lisa Duello
Department: Neighborhood Services Director
Email: lduello@burlesontx.com
Phone: 817-426-9841

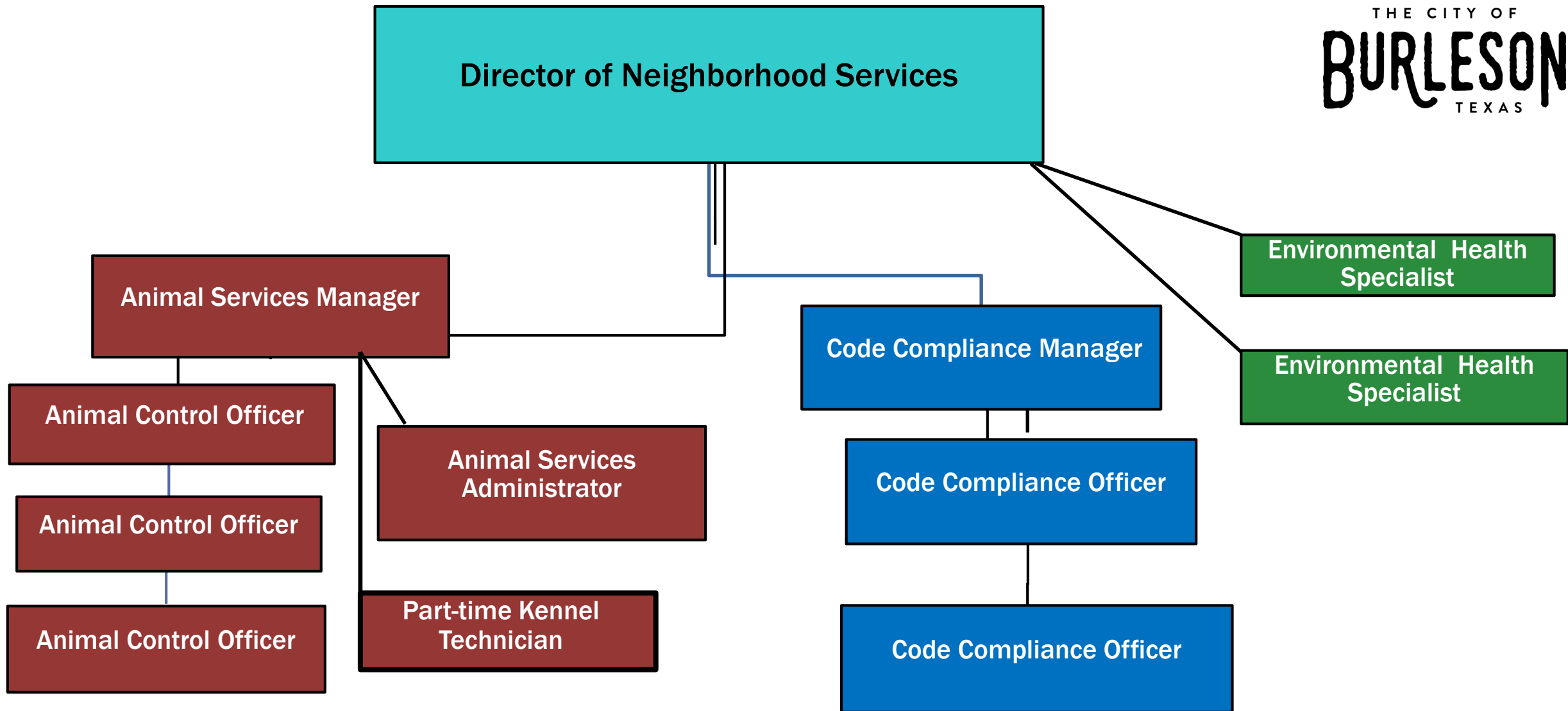
NEIGHBORHOOD SERVICES

Animal Services ★ Code Compliance ★ Environmental Services



FY 22-23 Budget Presentation
City Council – June 6, 2022

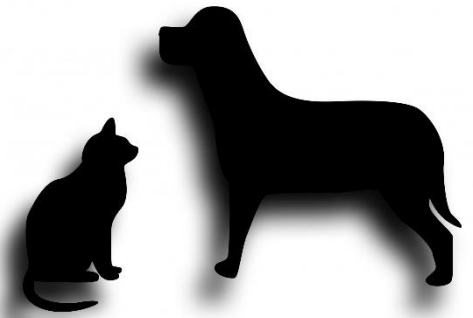
Lisa Duello – Neighborhood Services Director



11.5 Personnel

Animal Services - 4514

Services Provided



- Protect the public health and safety, and welfare needs of citizens and animals of Burleson by responsibly and humanely enforcing animal-related laws.
- Serve as rabies control authority
- Providing nourishment and a safe environment for unwanted, stray, abused and impounded animals
- Educate the public regarding responsible pet ownership, i.e.. Spay neuter, microchips
- Investigate cases where animal care is questionable
- Find new loving homes for homeless animals
- Manage the Animal Shelter Advisory Committee



Code Compliance - 5013

Services Provided



- Enforcement of City's Code
 - Nuisance regulations
 - Zoning regulations
 - Sign regulations
 - Environmental regulations
 - Substandard structures
 - Property Maintenance Code (IPMC) - rental property
- Public Education
- Manage HOPE, PARTNER and LEAP special programs

Environmental Services - 4515

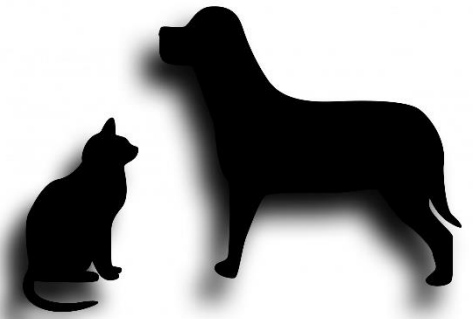
Services Provided



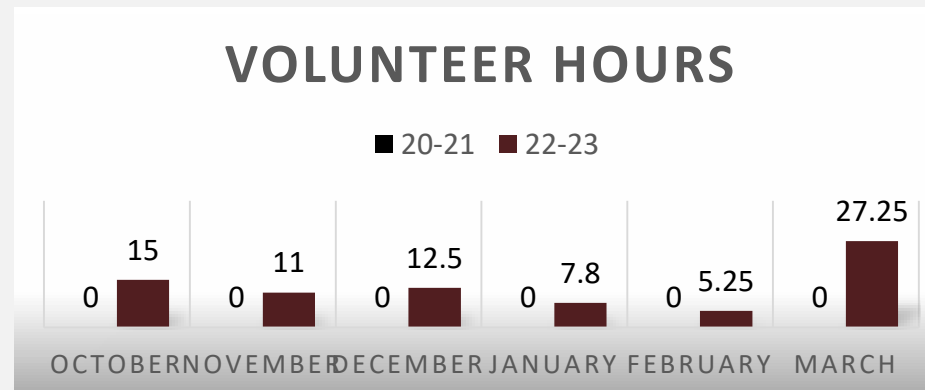
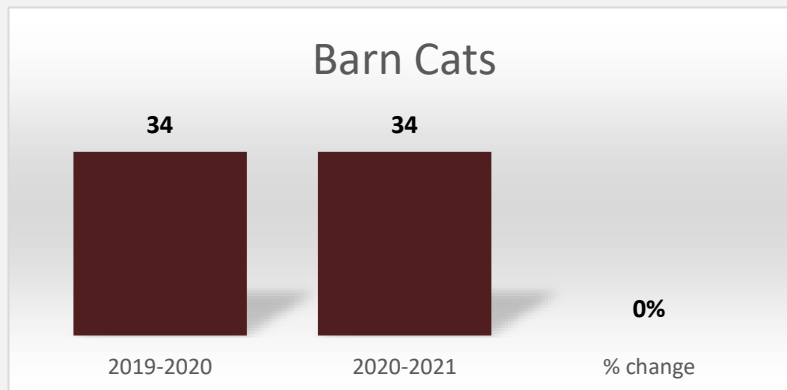
- Administers City's Stormwater Permit Management Program
 - Public education
 - Construction site inspections
 - Illicit discharge detection and elimination
 - Internal good housekeeping practices
- Keep Burleson Beautiful Programs & Events
- Household Hazardous Waste Collection Events
- Mosquito Surveillance and Control Program
- Administers public health permitting /inspections/enforcement of food establishments and public pools.

Animal Services - 4514

FY 21 – 22 Accomplishments

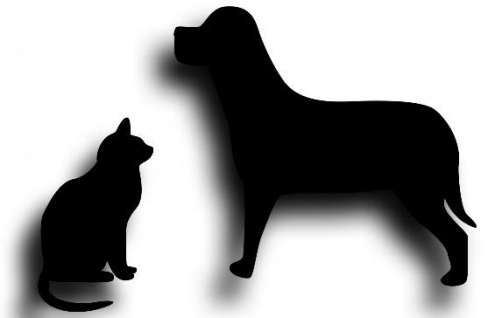


- Implemented Wildlife Management Plan
- Barn cat program has remained steady
- Implemented a free microchip program
- Coordinated a free adoption day with a local business
- Volunteer hours have increased 100%
- 658 Adoptions




Animal Services - 4514

Performance Measures




Metric Description	5 Year Average	19-20 Actuals	20-21 Actuals	2021-22 Projected	2022-23 Goals
Animal Intake	1,873	1,585	1,697	1,709	1,709
Adoptions	683	674	658	712	712
Return to owner in the field	124	131	76	77	77
Euthanasia	388	308	326	326	326
Calls for Service	2,314	1,953	2,144	2,166	2,166

A black silhouette of a cat sitting on the left, looking up at a black silhouette of a dog standing on the right. Both animals have soft shadows beneath them.

- 

Make a difference... ADOPT A KENNEL today!



**THE CITY OF
BURLESON
TEXAS**

CAT KENNEL - \$150

DOG KENNEL - \$250

DOG PLAY YARD - \$750

Whether you wish to advertise your company, memorialize a loved one, honor your special furry friend, or you are just searching for a perfect gift for the "hard to buy" person - Adopting a Kennel is just for you! Adopting a Kennel is a great way to show your love of animals and supporting the Burleson Animal Shelter's mission to shelter and adopt homeless animals in Burleson.

When you Adopt a Kennel you are providing needed financial support to the animals. The animals we care for do not always come to us by healthy. Some animals are sick or injured when they reach our doors. Your donation helps pay the cost of the veterinarian to treat these animals. We do our best to make sure every animal adopted from the Burleson Animal Shelter leaves healthy and happy.

As an Adopt a Kennel Sponsor, you will receive:

 - 🐾 A Kennel Plaque displaying your name or business name and logo placed on kennel for one (1) year.
 - 🐾 A Certificate of Sponsorship.
 - 🐾 Your name or company name posted on our website and highlighted on social media.

☐ **YES, I would like to Adopt a Kennel.**

Contact sponsorships@burlesontexas.org,
Company name _____
Address _____ Phone _____
Email _____
Logo/Picture Please email image to animalshester@burlesontexas.org

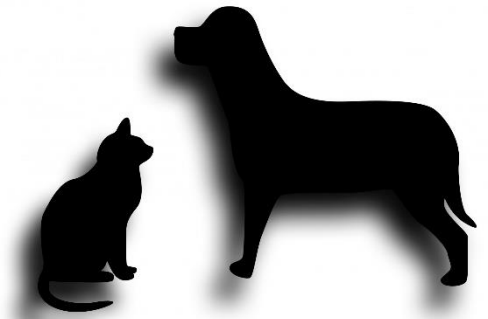
Sample for Signage Wording Example #1 This Kennel is in Memory <u>Sponsored by</u> Fluffy	Example #2 This Kennel is Adopted by the Smith Family	Example #3 The Kennel is by ABC Company
---	---	---

Payment: ☐ Cash ☐ Check ☐ Credit Date Paid _____
 Plaque Posting Date _____ Removal Date _____

Thank you for helping us help the animals in Burleson!

Animal Services -4514

Position Summary

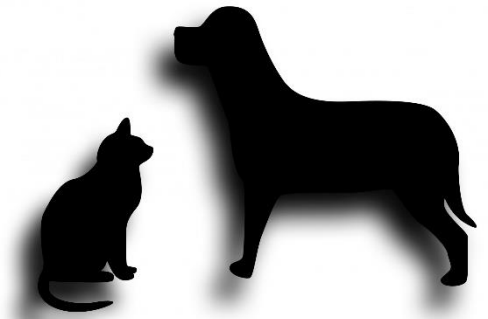


PERSONNEL Full-Time Equivalents (FTE)	2020-21 Actual	2020-21 Budget	2021-22 Adopted	2022-23 Proposed
Animal Services Manager	1	1	1	1
Animal Services Administrator	1	1	1	1
Animal Control Officer	3	3	3	3
Animal Kennel Technician (PT)	0.5	0.5	0.5	0
* Full-Time Kennel Technician				1 *
TOTAL PERSONNEL	5.5	5.5	5.5	6

* Supplemental Request

Animal Services - 4514

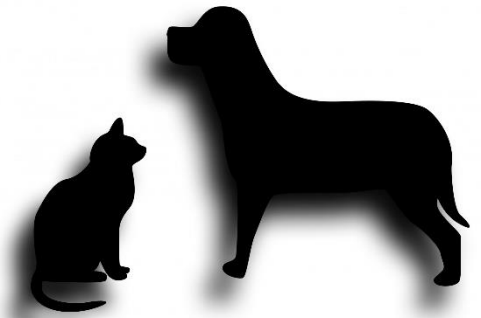
Budget Highlights - Expenses



Expenditures by Classification	2020-2021 ACTUAL	2021-2022 BUDGET	2021-2022 ESTIMATE	2022-2023 PROPOSED
Personnel Services	\$408,160	\$450,162	\$437,465	\$452,867
Materials and Supplies	\$35,525	\$29,422	\$29,422	\$29,422
Maint. & Repair	\$5,793	\$2,700	\$2,700	\$2,700
Other Expenditures	\$41,034	\$60,898	\$60,898	\$57,813
Operations	\$30,535	\$35,213	\$35,213	\$35,131
TOTAL	\$521,047	\$578,395	\$565,698	\$577,933

Animal Services - 4514

Revenues

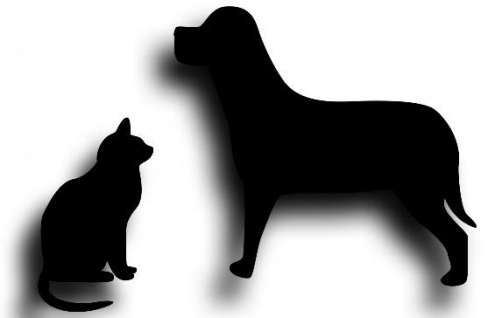


Revenues	FY 2020-21 Actuals	FY 2021-22 Budget	FY 21-22 To Date	FY 2021-22 YE Estimate	FY 2022-23 Projected
Animal Control Fees Collected	\$13,805	\$28,840	\$11,385	\$22,650	\$28,840



Donations	FY 2020-21 Actuals	FY 2021-22 To date	FY 2021-22 Estimate	FY 2022-23 Projected
Injured Animal Fund	\$15,185	\$12,675	\$18,240	\$18,240

Animal Services - 4514 Enhancements



Cost Avoidance Strategies

- 100% spay/neuter compliance
- Pilot Free adoption program to avoid to help reduce capacity numbers
- First Offense Program – Education and saving to citizens
- Migratory Bird control (700+ educational material sent out)

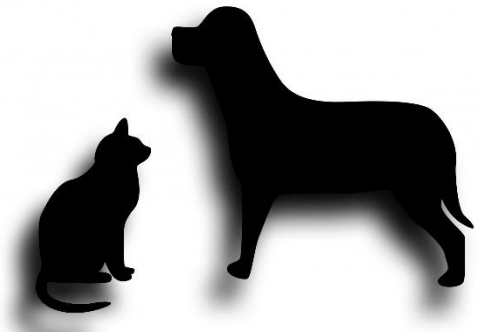
Process Improvements

- Improved barking dog complaint investigation to include additional education
- Update Standard Operating Procedures
- Maintain 99% live release rate
- Provide free Microchips to Burleson pet owners
- Provide food and animal care items to citizens in need.
- Provide heartworm treatment to adopted animals
- Provide flea/tick treatments to adopted animals



Animal Services - 4514

1. Supplemental Request

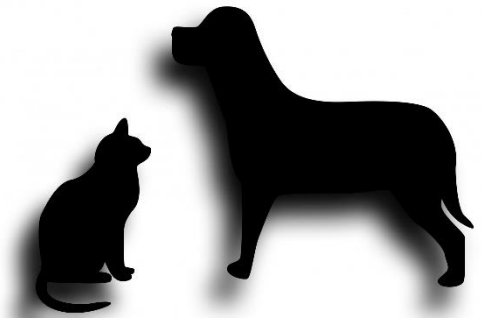


Package Title	FY 2022-23 One-time Costs	FY 2023-24 Ongoing Costs	FY 2022-2023 Proposed Costs
Operational Cost of new Isolation Area	\$11,816	\$11,816	\$11,816
TOTAL	\$11,816	\$11,816	\$11.816

- New construction 1,385 sq. ft. or 27% of existing 5,160 sq. ft.
- The \$11,816 was calculated by using the 27 % of the following accounts:

Animal Services - 4514

2. Supplemental Request



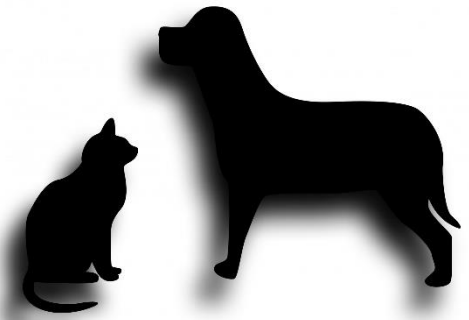
Package Title	FY 2022-23 One-time Costs	FY 2023-24 Ongoing Costs	FY 2022-2023 Proposed Costs	FTE's
Upgrade Part-time Kennel Tech to Full- time Salary and benefits	\$43,532	\$67,332	\$43,532	1
Personnel Support items	\$2,234	\$2,234	\$2,234	
TOTAL	\$45,766	\$69,566	\$45,766	1

- Allow two ACOs to run field operations and one ACO to patrol.
- Allow the expansion of other programs that will benefit the shelter and the citizens, such as:
 - Animal Safety and Bite Prevention” course taught at local schools
 - Pet Therapy in local nursing homes
 - Offsite adoptions
- With the expansion of an isolation area that is expected to be completed in September 2022, we anticipate an increase in the time needed for the care and maintenance of the additional space and animals.



Animal Services - 4514

3. Supplemental Request



Package Title	FY 2022-23 One-time Costs	FY 2023-24 Ongoing Costs	FY 2022-2023 Proposed Costs
Repaint Existing Shelter	\$19,000	0	\$19,000
TOTAL	\$19,000	0	\$19,000



- Shelter Built 2004
- Canopy rusting
- Preserve integrity before replacement

Code Compliance - 5013

FY 21 -22 Accomplishments



- Implemented Home Improvement Rebate Program
- Attended 2 HOA meetings for public education
- Update Code Compliance Standard Operating Procedures relevant to software use and new area assignments and guidelines for issuing citations.
- Average 24 hours response time to complaints
- Cross- training completed with PD
- Increased collaboration for HOPE projects
- Supplied Community Service trailer with new equipment for volunteer use

Code Compliance - 5013 FY 21 -22 Accomplishments



HOPE Projects





Code Compliance - 5013

FY 21 -22 Accomplishments

61 Property Maintenance cases including the removal of 4 dangerous structures



Before



After



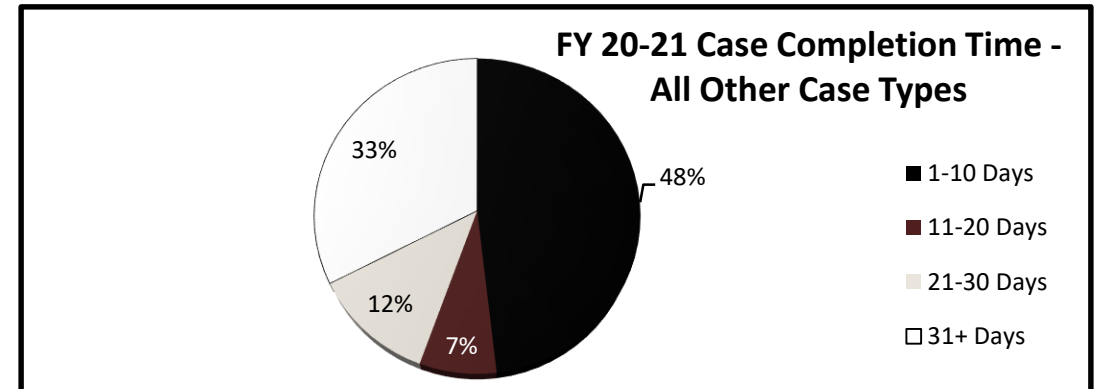
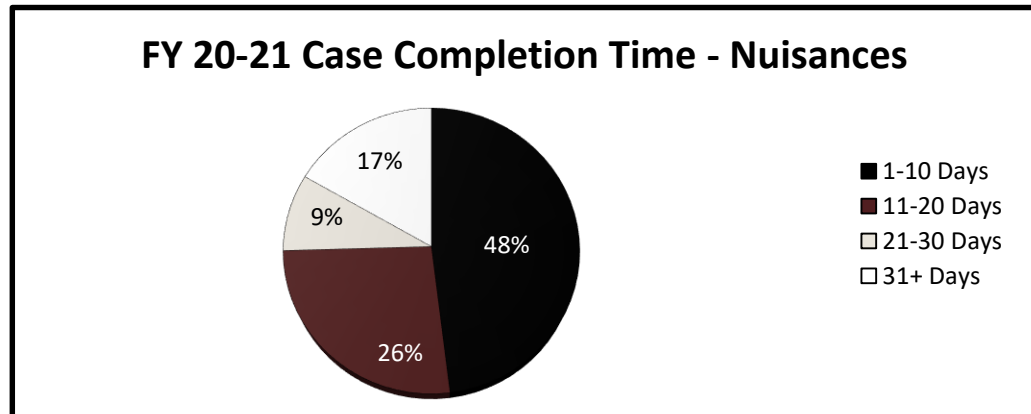
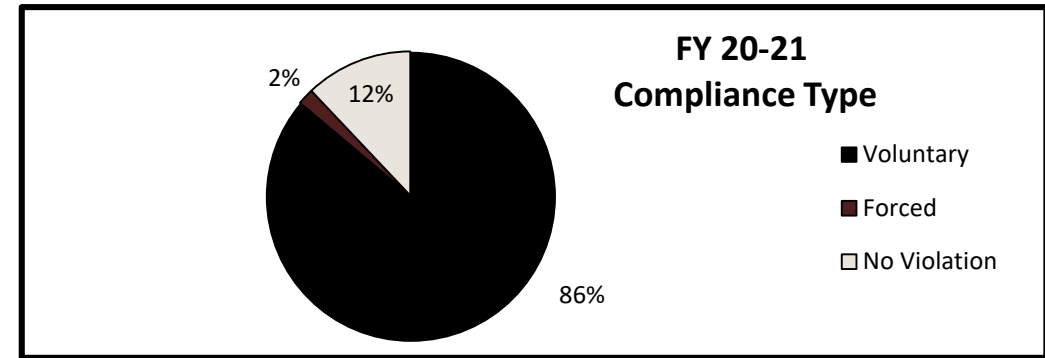
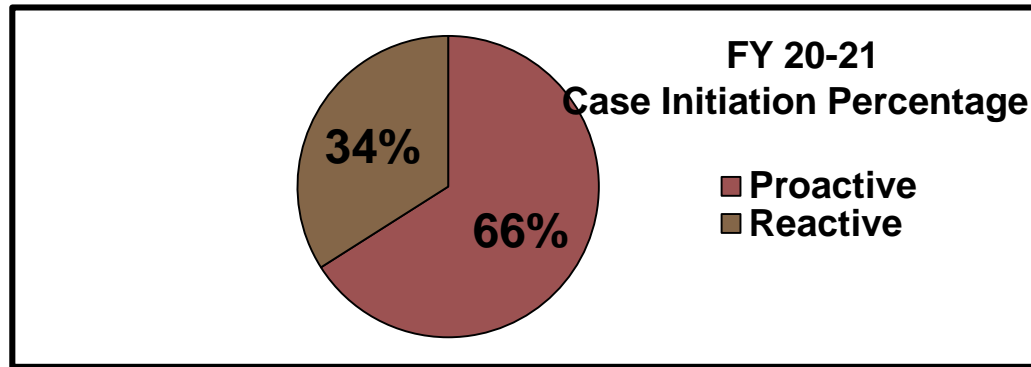
Code Compliance - 5013

Performance Measures



Metric Description	20-21 Actuals	21-22 Projected	2022- 23 Goals
Total Cases	1,886	2,400	2,000
Total Inspections	3,987	5,500	4,000
Proactive	1,253	1,350	1,600
Reactive (complaints)	633	650	600
Average Days for Response time to complaints	1	1	1
Average Case Completion Time	22	22	18

Code Compliance - 5013 Performance Measures



Code Compliance - 5013

FY 22 -23 Goals



- Successfully implement projects through the Home Improvement Rebate program
- Amend/ Update International Property Maintenance Code to version 2021
- Upgrade current MyGov Code Compliance software to latest version
- Continue and improve educational program to reach out to schools and HOA's.
- Continue to implement and improve cross -training with Police and Fire Department.

Code Compliance - 5013

Budget Highlights - Allocations



Expenditures by Classification	2020-2021 ACTUAL	2021-2022 BUDGET	2021-2022 ESTIMATE	2022-2023 PROPOSED
Personnel Services	\$267,111	\$273,799	\$280,469	\$277,312
Materials and Supplies	\$1,265	\$2,431	\$2,431	\$2,431
Maint. & Repair	\$301	\$0	\$0	\$0
Other Expenditures	\$41,641	\$78,610	\$78,610	\$73,694
Operations	\$31,484	\$42,703	\$42,703	\$42,703
TOTAL	\$341,802	\$397,543	\$404,213	\$396,140

Code Compliance - 5013 Revenue



Revenues – General Fund	FY 2020-21 Actuals	FY 2021-22 Budget	FY 2021 -22 To date	FY 2021-22 YE Estimate	FY 2022-23 Proposed
Nuisance Code	\$3,850	\$3,000	\$1,025	\$3,000	\$3,000
Nuisance Code Lien	\$13,351	\$7,000	\$863	\$ 7,000	\$7,000
Total	\$17,201	\$10,000	\$1,888	\$ 10,000	\$10,000

Code Compliance - 5013 Personnel



PERSONNEL Full-Time Equivalents (FTE)	2020-21 Actual	2021-22 Budget	2022-23 Proposed
Code Compliance Manager	1	1	1
Code Compliance Officer (1*)	2	2	3*
Sr. Code Compliance Officer * (rental registration)	0	0	1 *
Sr. Administrative Assistant * (rental registration)			1 *
TOTAL PERSONNEL	3	3	6

* Supplemental Request

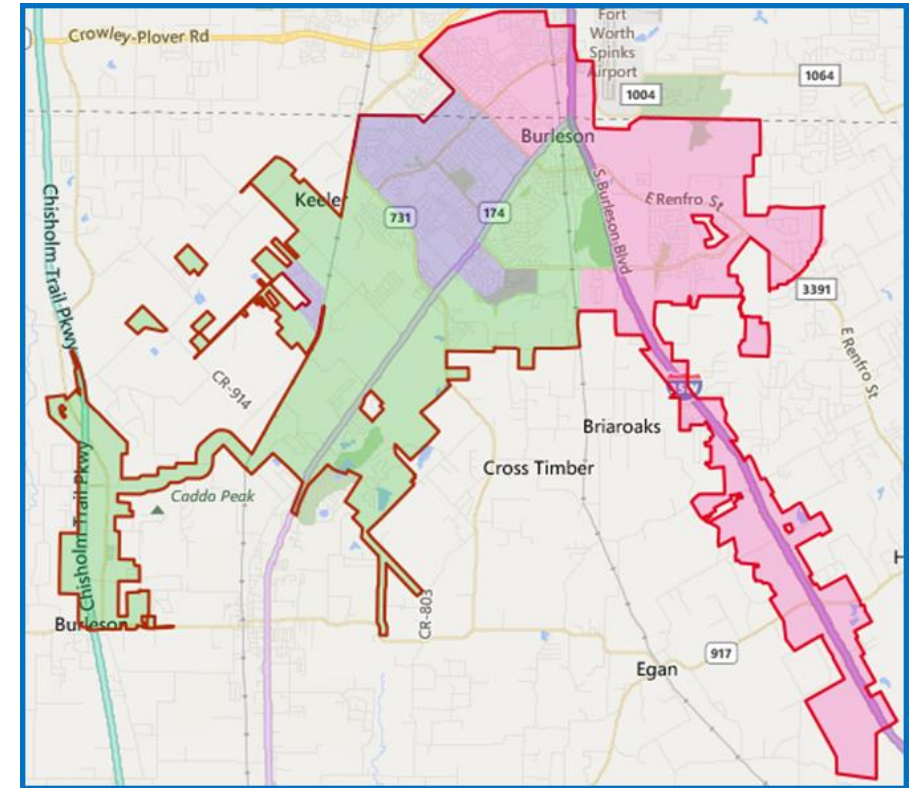
- Council identified Rental Registration Inspection program as priority
- Staff will discuss benefits and challenges at a later date

Code Compliance - 5013

New Position Request



- 3 Code Compliance officer since 2014
- 2014 Population increase by 23%
- City divided 3 areas by parcels 18,490
- 6,100 Parcels on average per CC Officer (3)
- Code Compliance Manager still has field Responsibility
- New Code Compliance Officer position take over 3rd area that was CC Manager in order to sustain current services



Code Compliance - 5013

1. Supplemental Request



Package Title	FY 2022-23 One-time Costs	FY 2023-24 Ongoing Costs	FY 2022-2023 Proposed Costs	New FTE
Upgrade Code Compliance Manager – 29 Non-exempt to Exempt	\$5,191	\$5,191	\$5,191	
Car Allowance	\$3,000	\$3,000	\$3,000	
Code Compliance Officer- Salary Benefits	\$83,218	\$83,218	\$83,218	1
Personnel Support Items	\$5,197	\$5,197	\$5,197	
No Vehicle – Take over CC Manager’s	\$0			
TOTAL	\$96,606	\$96,606	\$96,606	1

- New Position needed to sustain current services take over field work of Manager – population increase 23% since 2014
- CC Manager - Human Resources Recommendation for increased job responsibilities
 - New Home Improvement Rebate Program
 - Additional Employees
 - Concurrent with market for this position
 - Compensate for use of personal vehicle for City business

Environmental Services - 4515

FY 21-22 Accomplishments



- Expand Urban Canopy Restoration (Neighborhood tree planting) in partnership with Keep Burleson Beautiful
- Implemented Public Art program in partnership with Keep Burleson Beautiful
- Coordinated with Keep Burleson Beautiful two (2) \$1,000 Scholarships High Schools
- Re-instate public school environmental education programs
- Implement Food Handler Class program
- Successful TCEQ MS4 Stormwater Permit Compliance Review with no violations
- Provide real- time access for public to restaurant inspection scores
- Coordinated quarterly litter cleanups on a 2 mile Adopt-A-Highway section of HWY 174 with Keep Burleson Beautiful.
- Increased Food Establishment Inspections by 80% from 321 to 578
- Increased Public Pool Inspections by 14% from 58-66

Revenues	FY 2020-21 Actuals	FY 2021-22 Budget	FY 2021 -22 To date	FY 2021-22 YE Estimate	FY 2022-23 Adopted
Health Inspections Permit Fees Collected	\$85,053	\$68,950	\$40,860	\$86,400	\$86,550

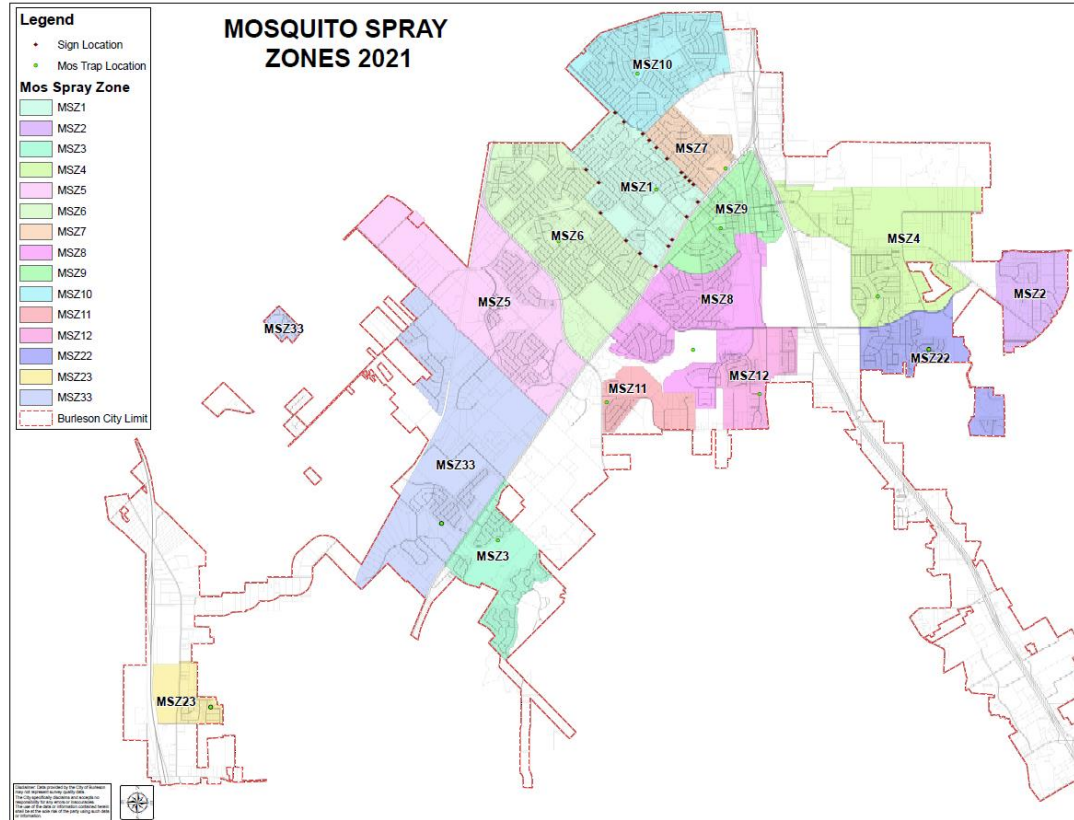
Environmental Services - 4515

Performance Measures

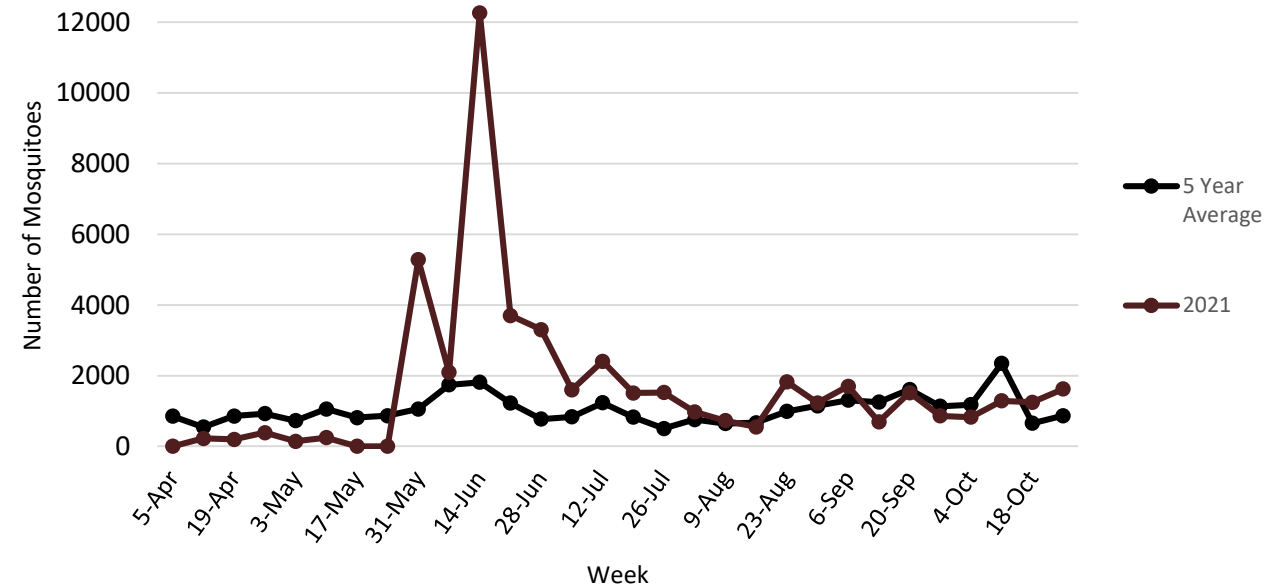


Metric Description	20-21 Actuals	21-22 Projected	2022- 23 Goals
HHW Participation	583	350	370
Litter Clean-up Volunteers (hours)	674	800	800
Mosquito Traps Set/tested for WNV	459	493	493
Areas treated (larvacided)	49	65	65
Food Establishment Inspections	578	494	600
Swimming Pool Inspections	66	50	70

Environmental Services - 4515 FY 21-22 Accomplishments



Mosquitoes Trapped Per Week: 2021 vs 5 Year Average

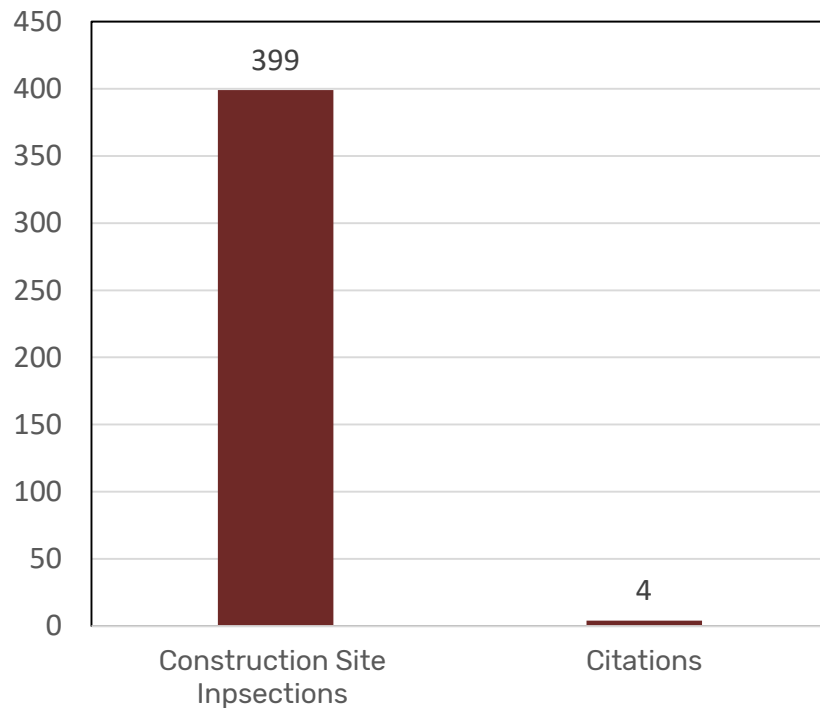


52,955
2021 Mosquitos Collected

Environmental Services - 4515 FY 21-22 Accomplishments



Stormwater



Stormwater Permit Activity

- 8,100 Utility bill inserts
- 28 Agricultural education
- 14 Business education
- 15 Facebook post
- 313 volunteers removed 5,135 lbs. litter
- 583 HHW participants- 5,350 lbs HHW

Environmental Services - 4515

FY 22 -23 Goals



- To increase volunteerism in Keep Burleson Beautiful programs and events.
- Reinstate and improve educational program to reach out to schools and HOA's
- To educate the public on mosquito/vector control and disease prevention.
- To expand public art program partnership with Keep Burleson Beautiful.
- Update and increase participation in the Adopt-A-Spot program.
- Expand Urban Canopy Revitalization program with KBB

Environmental Services - 4515

Budget Highlights - Expenses



Expenditures by Classification	2020-2021 ACTUAL	2021-2022 BUDGET	2021-2022 ESTIMATE	2022-2023 PROPOSED
Personnel Services	\$234,689	\$208,442	\$203,926	\$200,496
Materials and Supplies	\$1,523	\$4,246	\$4,246	\$4,246
Other Expenditures	\$53,613	\$55,302	\$55,302	\$49,713
Operations	\$97,556	\$74,970	\$74,970	\$41,081
Capital outlay	\$18,000	\$18,000	\$18,000	\$18,000
TOTAL	\$405,381	\$360,960	\$356,444	\$323,694

Full-Time Equivalents (FTE)	2020-21 Actual	2021-22 Budget	2022-23 Adopted
Environmental Services Manager	1	0	0
Environmental Health Specialist	1	1	2
Environmental Sanitarian	1	1	0
TOTAL PERSONNEL	3	2	2

Environmental Services - 4515



Cost Containment Strategies

- Eliminated Environmental Services Manager positions
- Moved HHW funding from General fund to Solid Waste fund

Process Improvements

- Effectively Evaluate Complaints and Inspections to Appropriately Control Mosquito Borne Illness Risk to Citizens
- Provide Food Handler education in a local in person environment instructed by City Health Inspector
- Provide real- time access for public to restaurant inspection scores

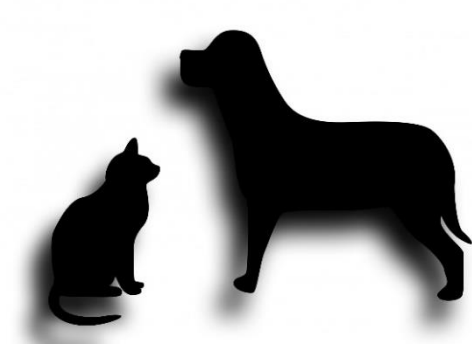
Challenges

- Staffing – Industry standard for Restaurant permits 280-320 – we currently have 352 permits
- Future of HHW disposal

Neighborhood Services Supplemental Ranking



Dept. Priority	Department/Division	Description	NET COST FY 22-23
1	Animal Services - 4514	Operational Cost of New Isolation Area	\$11,816
2	Animal Services- 4514	Upgrade Part- Time Kennel Tech. to Full-time	\$45,766
3	Code Compliance - 5013	Promote Code Compliance Manager - Exempt New Code Compliance Officer	\$97,546
4	Animal Services - 4514	Paint Existing Animal Shelter	\$19,000
		TOTAL	\$174,128



Questions / Comments



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: 06/06/2022

SUBJECT

Receive a report, hold a discussion, and give staff direction regarding the Ellison Street Parking Lot project. (*Staff Presenter: Eric Oscarson, Public Works Director*)

Attachments

Department Memo
Staff Presentation

Respectfully submitted:

Eric Oscarson
Director of Public Works
817-426-9683
eoscarson@burlesontx.com



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: June 6, 2022

SUBJECT:

Receive a report, hold a discussion, and give staff direction regarding the Ellison Street Parking Lot project. (*Staff Presenter: Eric Oscarson, Director of Public Works*)

SUMMARY:

On December 14, 2020, the City Council approved a development agreement with BTX Old Town, LLC that includes the purchase of approximately 12,000 square feet of office space within the Ellison on the Plaza development. Per the agreement, the City is also obligated to expand Old Town public parking within 18 months after the first certificate of occupancy in the development.

The Ellison Street parking lot was originally presented to City Council on September 20, 2021, that would provide 98 parking spaces (2 ADA), and the project will also enhance the pedestrian path to the Plaza with enhanced sidewalks, landscaping and lighting with an additional 67 public parking spaces in the ROW (8 ADA). The total added parking is 165 spaces. The original opinion of probable cost was \$1,573,750.

Staff has been working with the consultant, Dunaway and Associates to update the opinion of probable cost since prices have significantly increased over the last few months, as well as looking at some additional designs and improved mobility through Old Town.

Staff is requesting City Council direction regarding the parking lot design and Ellison Street realignment.

STAFF CONTACT:

Name: Eric Oscarson
Department: Public Works
Email: eoscarson@burlesontx.com

Phone: 817-426-9837

An aerial photograph of a city street intersection. A main road runs diagonally from the bottom left towards the top right. Another road runs horizontally across the middle of the image, intersecting the main road. The surrounding area is filled with various buildings, including residential houses and commercial structures. There are several parking lots with cars parked. The overall scene is a typical urban environment.

ELLISON ST PARKING LOT RE-DEVELOPMENT

THE CITY OF
BURLESON
TEXAS

ELLISON STREET PARKING REDEVELOPMENT

Requesting City Council direction regarding the redevelopment of the parking lot on Ellison Street with regards to final layout and design.



ELLISON ST AGREEMENT

- Property will be deeded to the developer
- Developer will be responsible for development of the site
- City to own and construct space for city offices
- Developer to be general contractor for the city
- Includes the repurposing of 114 W. Ellison Street

PROJECT TIMELINE



ALTERNATE DESIGNS/ALIGNMENTS

After receiving the first plans, staff took a look at different parking lot designs, as well as the possibility of aligning Ellison Street with Magnolia Street.



ORIGINAL PLAN - 8.12.2021

Parking Spots

67 On Street

98 Parking Lot

165 Total Parking Spots



CONCEPT OPTION 1

Parking Spots

68 On Street

121 Parking Lot

189 Total Parking Spots



CONCEPT OPTION 2

Parking Spots

67 On Street

98 Parking Lot

165 Total Parking Spots



OPCC: \$1,956,750

WAY

CONCEPT PLAN - OPTION 2
JOHNSON BLOCK & ELLISON STREET PARKING
BURLESON, TEXAS

BTX
MADE

CONCEPT OPTION 3

Parking Spots

67 On Street

98 Parking Lot

36 S. Parking Lot

201 Total Parking Spots



FUNDING

Original Funding

- \$ \$1,573,750

Additional Funding

- TIF
- Cash



CONCEPT OPTION 3 - RECOMMENDED

Parking Spots

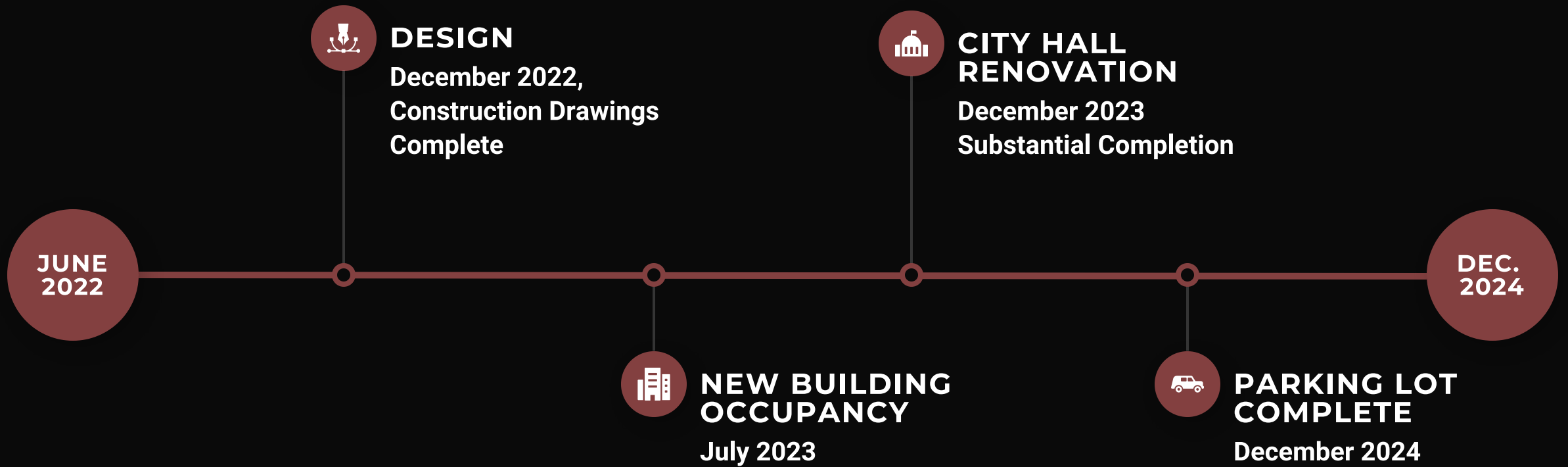
67 On Street

98 Parking Lot

36 S. Parkin Lot

201 Total Parking Spots





NEXT STEPS

DISCUSSION

Staff requesting direction on the design option.

