THE CITY OF BURLESON TEXAS

City Council
Regular Meeting Agenda

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

Monday, June 20, 2022 | **Live Stream at** https://www.burlesontx.com/880/Streaming-Video | **Council Chambers**

5:30 P.M. REGULAR SESSION

1. **CALL TO ORDER**

Invocation - Rev. Margret Fields, Pastor of Discipleship at First United Methodist Church of Burleson

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A. Items to be continued or withdrawn.

B. Items to be withdrawn from Consent Agenda for separate discussion or items to be added to the Consent Agenda.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 June 2, 2022 special session council meeting, June 6, 2022 special work session council meeting, June 6, 2022 regular council meeting and June 14, 2022 special work session council meeting. *(Staff Contact: Amanda Campos, City Secretary)*

Attachments

Department Memo
Draft minutes 6.2.2022 Special
Draft minutes 6.6.2022 Special
Draft minutes 6.6.2022 Regular
Draft minutes 6.14.22 Special

B. Consider approval of an ordinance appointing J. Greg Coontz the Presiding Municipal Court Judge of the Burleson Municipal Court of Record, City of Burleson for a term of two years, expiring on July 5, 2024 and approving the Professional Service Agreement. (First Reading) *(Staff Contact: Amanda Campos, City Secretary)*

Attachments

Department Memo
Ordinance Presiding Judge
Contract

C. Consider approval of amendments to City Council Policy #17,Establishing City Council Rules of Procedure For City Council Meetings Establishing City Council Rules of Procedure For City Council Meetings. *(Staff Contact: Amanda Campos, City Secretary)*

Attachments

Department Memo

Council Policy 17 draft

D. Consider approval of an interlocal agreement with the cities of Decatur, Haltom City, Haslet, Keller, Richland Hills, Roanoke, Saginaw, Watauga, the Benbrook Library District and the Forest Hill Library District for the reciprocal lending of library materials. *(Staff Contact: Sara Miller, Deputy Director - Library)*

Attachments

Department Memo

Agreement

E. Consider approval for the purchase of replacement school zone flasher controllers using the BuyBoard Purchasing Cooperative with Paradigm Traffic Systems for an amount not to exceed $90,915. *(Staff Contact: Eric Oscarson, Director of Public Works)*

Attachments

Department Memo

Presentation

BuyBoard Purchasing Cooperative Quote

Form 1295

F. Consider approval of a final plat of Wilshire Substation, Lot 19 Block X; located at 2227 SW Wilshire Blvd (Case 22-046). *(Staff Contact: Tony McIlwain, Development Services Director) (The Planning and Zoning Commission recommended approval by unanimous vote)*

Attachments

Department Memo

Location Map

Final Plat

G. Consider approval of a replat of Prairie Timber Estates, Lots 9R-1 and 9R-2, Block 8, addressed as 545 Bonnards Peak Rd, located directly southwest of the intersection of Bonnard's Peak Rd and Prairie Timber Rd. (Case 22-055) *(Staff Contact: Tony McIlwain, Director of Development Services) (The Planning and Zoning Commission recommended approval by unanimous vote)*

Attachments

Department Memo

Location Map

Replat

H. Consider approval of a minute order ratifying a resolution authorizing an amendment to the land sale contract with Pisces Highpoint Commerce Center LP as successor-in-interest to IV3 Logistics Acquisition, LLC, to sell 5.79 acres of land situated in Lot 1R1, Block 7 Highpoint Business Park of Burleson, an addition in the City of Burleson, Johnson County, Texas near the intersection of Vantage Drive and Cirrus Drive for a contract extension. *(Staff contact: Alex Philips, Economic Development Director)*

Attachments

Department Memo
Staff Presentation
4A Resolution
First Amendment - Land Sale Contract
Original Contract

I. Consider an ordinance amending the City budget for fiscal year 2021-2022 by increasing appropriations in the Equipment Services Fund in the amount of $200,000 due to increase in fuel cost, Hidden Creek Golf Fund in the amount of $115,000 for operational and capital outlay cost, Information Technology Support Services Fund in the amount of $478,666 for technology infrastructure upgrades, and finding that this ordinance may be considered and approved at only one meeting because time is of essence. (First and Final Reading) *(Staff Contact: Martin Avila, Director of Finance)*

Attachments

Dept Memo Budget Amendment_6.20.2022
Budget Amendment Presentation_ 6.20.2022
Budget Amendment Ordinance 6.20.22

J. Consider approval of an amended employment agreement with Amanda Campos to serve as City Secretary. *(Staff Contact: Matt Ribitzki, Deputy City Attorney)*

Attachments

Department Memo
Contract

6. **DEVELOPMENT APPLICATIONS**

A. **3808 S Burleson Blvd, Lot 11, of Spring Valley (Case 22-039):** Hold a public hearing and consider approval of an ordinance amending ordinance B-582, the zoning ordinance of the City of Burleson, Texas, by amending the official zoning map and changing the zoning on approximately 2.07 acres of land, addressed as 3808 S Burleson Blvd, known as Lot 11, Spring Valley an addition to Johnson County, Texas, from SP, Site Plan (D-094-08) to I, Industrial, making this ordinance cumulative of prior ordinances, providing a severability clause; providing a penalty clause, and providing for an effective date. *(First and Final Reading) (Staff Presenter: Tony McIlwain, Director of Development Services) (The Planning and Zoning Commission recommended approval unanimously)*

Attachments

Department Memo
Staff Presentation

Draft Ordinance
Survey
Old SP Ordinance

B. **2227 SW Wilshire Blvd (Oncor) (Case 22-047 & 22-048):** Hold a public hearing and consider approval of an ordinance zoning change request from “A”, Agricultural, to “SFE" Single-family estate dwelling district (Case 22-048) and associated commercial site plan (Case 22-047) for an electrical substation. *(First and Final Reading) (Staff Presenter: Tony Mcilwain, Director of Development Services) (The Planning and Zoning Commission recommended approval unanimously)*

Attachments
Department Memo
Staff Presentation
Site Plan
Draft Ordinance

C. **1560 Broad Valley Ct, Lot 15 (Case 22-052):** Hold a public hearing and consider approval of an ordinance amending ordinance B-582, the zoning ordinance of the City of Burleson, Texas, by amending the official zoning map and changing the zoning on approximately 4.6 acres of land, addressed as 1560 Broad Valley Ct, known as Lot 15, Broad Valley Farm an addition to Johnson County, Texas, from SFR, Single-Family Rural to SFE, Single-Family Estate, making this ordinance cumulative of prior ordinances, providing a severability clause; providing a penalty clause, and providing for an effective date. *(First and Final Reading) (Staff Presenter: Tony McIlwain, Director of Development Services) (The Planning and Zoning Commission recommended approval unanimously)*

Attachments
Department Memo
Staff Presentation
Draft Ordinance
Final Plat
Narrative

7. **GENERAL**

A. Hold a public hearing and consider approval of an ordinance terminating the Tax Increment Reinvestment Zone Number 3, City of Burleson, Texas, dissolving the Board of Directors, and the tax increment fund for the Zone. *(Staff Presenter: Tommy Ludwig, Deputy City Manager)*

Attachments
Department Memo
Staff Presentation
Proposed Ordinance

B. Hold a public hearing and consider approval of an ordinance amending the code of ordinances by repealing and replacing Article 8 (Park and Recreation Development) of Appendix A (Subdivision and Development) for the purpose of modifying the parkland dedication requirements with subdivision development, modifying the percentage amount of floodplain that may be part of the parkland dedication, modifying the method in calculating the fee in lieu of parkland dedication, modifying the types of credits that may be issued, and modifying the method in calculating the park infrastructure fee; providing a cumulative clause; providing severability clause; providing a penalty clause; providing for publication; and providing an effective date. (First Reading) *(Staff Presenter: Jen Basham, Parks and Recreation Director)*

Attachments

Council Memo
Presentation
Proposed Ordinance
Exhibit A

C. Consider approval of a resolution related to the issuance of combination tax and revenue certificates of obligation, approving and directing the publication of notice of intention to issue combination tax and revenue certificates of obligation, and setting the consideration of an ordinance authorizing the issuance of certificates of obligation at a future City Council meeting on August 15, 2022. *(Staff Presenter: Martin Avila, Director of Finance)*

Attachments

Department Memo
Notice of Intent Presentation_6.20.22
Proposed Resolution
Publication Notice

D. Consider approval of a resolution designating a representative to the Regional Transportation Council of the North Central Texas Council of Governments. *(Staff Presenter: Eric Oscarson, Public Works Director)*

Attachments

Department Memo
Staff Presentation
Resolution

E. Consider approval of an amendment to contract CSO#2058-05-22, Steele & Freeman, Inc., for the purchase and installation of bid pack 2 of 2, for the construction of a new Parks Maintenance building for a guaranteed maximum price (GMP) of $2,884,835, for the total contract sum of $4,039,132. (The total contract sum includes the cost of bid package 1 ($1,154,297) and bid package 2 ($2,884,835). *(Staff Presenter: David Lopez, Deputy Director of Parks)*

Attachments

Memo
Staff Presentation
1295

F. Consider approval of a minute order authorizing the purchase of two Palo Alto 5410 firewalls and Palo Alto Panorama management system from Solid Border through the Department of Information Resources DIR-CPO-4850 for the replacement of the City of Burleson's perimeter security infrastructure and authorize the City Manager to approve the reoccurring maintenance and support associated with the firewalls for five years in an amount not to exceed $755,543. *(Staff Presenter: James Grommersch, Chief Technology Officer)*

Attachments

Department Memo
Staff Presentation
Palo Alto Panorama M200 quote
Palo Alto M200 Budgetary Renewal quote
Palo Alto 5410HA 1YR quote
Palo Alto 5410HA Budgetary Renewal quote

G. Receive a report, hold a discussion, give staff direction regarding an operational overview of the Information Technology Department, and consider approval of a minute order for the purchase of two Dell VxRail Servers and an uninterruptible power supply (UPS) from GTS through the Department of Information Resources DIR-TSO-4299 for the replacement of the City of Burleson's server and storage infrastructure in an amount not to exceed $846,862.59. *(Staff Presenter: James Grommersch, Chief Technology Officer)*

Attachments

Department Memo
Staff Presentation
Quote - server
Quote - ups

8. **REPORTS AND PRESENTATIONS**

A. Receive a report, hold a discussion, and give staff direction regarding an update on the Water & Sewer debt service, financial overview, summary of 5 year capital improvement plan, and receive any additional direction from City Council regarding the annual budget for fiscal year 2022-2023. *(Staff Presenter: Martin Avila, Finance Director)*

Attachments

Dept Memo Water and Sewer_6.20.22
Staff Presentation

B. Receive a report, hold a discussion, and give staff direction on the financial overview of other proprietary and special revenue funds and receive any additional direction from City Council regarding the annual budget for fiscal year 2022-2023. *(Staff Presenter: John Butkus, Assistant Finance Director)*

Attachments

Dept Memo Other Proprietary and SRF Funds Presentation 6.20.22
Other Proprietary and SRF Presentation 6.20.22

C. Receive a report, hold a discussion, and give staff direction regarding the use of a third party consultant to conduct an analysis of the Burleson Police Department for future staffing and facility needs. *(Staff Presenter: Tommy Ludwig, Deputy City Manager)*

Attachments

Council Memo

Presentation

Proposal

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

10. **RECESS INTO EXECUTIVE SESSION**

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

A. **Pending or Contemplated Litigation or to Seek the Advice of the City Attorney Pursuant to Section 551.071**
   - Land use, design standards, and density in the City's transit-oriented development district

B. **Discussion Regarding Possible Purchase, Exchange, Lease, or Value of Real Property Pursuant to Section 551.072**
   - Discuss and receive direction on certain parcels of real property for municipal purposes where deliberation in open session would have a detrimental effect on the position of negotiations with third parties.

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 **15th 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: **06/20/2022**

SUBJECT

Consider approval of the city council minutes from the June 2, 2022 special session council meeting, June 6, 2022 special work session council meeting, June 6, 2022 regular council meeting and June 14, 2022 special work session council meeting. *(Staff Contact: Amanda Campos, City Secretary)*

Attachments

Department Memo
Draft minutes 6.2.2022 Special
Draft minutes 6.6.2022 Special
Draft minutes 6.6.2022 Regular
Draft minutes 6.14.22 Special

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 20, 2022

SUBJECT:

Consider approval of the city council minutes from the June 2, 2022 special session council meeting, June 6, 2022 special work session council meeting, June 6, 2022 regular council meeting and June 14, 2022 special work session council meeting. *(Staff Contact: Amanda Campos, City Secretary)*

SUMMARY:

The City Council duly and legally met on June 2, 2022 special session council meeting, June 6, 2022 special work session council meeting, June 6, 2022 regular council meeting and June 14, 2022 special work session 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 WORK SESSION MEETING
June 2, 2022
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
Monica Solko, Deputy City Secretary
Matt Ribitzki, Deputy City Attorney

1. CALL TO ORDER – 9:04 PM

2. GENERAL

A. CSO#2075-06-2022, resolution awarding FY 2023 Hotel Occupancy Tax Funds for tourism activities and supplemental requests related to the Hotel/Motel tax fund and receive direction on future potential projects *(Staff Presenter: Alex Philips, Economic Development Director).*

Alex Philips, Economic Development Director presented a resolution awarding the FY 2023 Hotel Occupancy Tax funds for tourism activities and supplemental requests for future potential projects.

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

Motion passed 5-1-1, with Tamara Payne against and Rick Green absent.

3. REPORTS AND PRESENTATIONS

A. Receive a report, hold a discussion, and give staff direction regarding the Economic Development Strategic Plan. *(Staff Presenter: Alex Philips, Economic Development Director*)

Alex Philips, Economic Development Director presented the Economic Development Strategic Plan.

B. Receive a report, hold a discussion, and give staff direction regarding the design, purpose and goal of the city's new lean government initiative. *(Staff Presenter: Jesse Elizondo, Director of Customer Service*)

Jesse Elizondo, Director of Customer Service presented the design, purpose, and goal of the city's new lean government initiative.

Council member Tamara Payne left the dais at 10:38 a.m. and returned at 10:41 a.m.

Council member Victoria Johnson left the dais at 10:43 a.m. and returned at 10:46 a.m.

C. Receive a report, hold a discussion, and give staff direction regarding an update on proposed compensation for FY 22-23. *(Staff Presenter: Rick DeOrdio, Director of Human Resources*)

Rick DeOrdio, Director of Human Resources presented an update on the proposed compensation for FY 2022-2023.

Council member Tamara Payne left the dais at 11:27 a.m. and returned at 11:34 a.m.

RECESS AND BACK TO ORDER

Mayor Fletcher recessed for a short break at 11:28 a.m. and called the meeting back to order at 11:34 a.m. with all members present as recorded above.

D. Receive a report, hold a discussion, and give staff direction regarding an operational overview and proposed FY22-23 budget for the Burleson Police Department. *(Staff Presenter: Billy J. Cordell, Chief of Police)*

Chief of Police Billy Cordell presented the Police Department operational overview and proposed FY 2022-2023 budget.

Council member Tamara Payne left the dais at 12:44 p.m. and returned at 12:56 p.m.

Council member Jimmy Stanford left the dais at 12:51 p.m. and returned at 1:04 p.m.

Bill Janusch, 117 NE Clinton Street, came forward and commented there was a lack of confidence in the community that the designated bond money for the Police Department would not be available when it was time to build.

Katherine Reading, 201 Meandering Lane, came forward with concerns of school safety, consideration of SRO's in elementary schools and bond money be spent as promised to the community.

4. CITIZEN APPEARANCES

- Bill Janusch, 117 NE Clinton Street, came forward with concerns regarding school safety, infant formula shortage, and the safety of the city.

5. RECESS INTO EXECUTIVE SESSION

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

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

- Discuss and receive direction on nuisance and code enforcement issues on the property located at 105 NE Cindy Lane in Burleson, Johnson County, Texas, and remedies available under law
- *Michael Fagan and Kimberly Fagan v. Homes By Towne of Texas, Inc. et al.*, Cause No. DC-C202100269, In the 413th Judicial District Court, Johnson County, Texas

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

- Discuss and receive direction on certain parcels of real property for municipal purposes where deliberation in open session would have a detrimental effect on the position of negotiations with third parties

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

D. Personnel Matters Pursuant to Section 551.074

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

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)

Motion was made by Jimmy Stanford and seconded by Victoria Johnson to convene into executive session at 1:10 p.m.

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

Motion was made by Victoria Johnson and seconded by Dan McClendon to reconvene into open session at 2:21 p.m.

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

ADJOURNMENT

Motion made by Dan McClendon and Jimmy Stanford to adjourn.

Mayor Fletcher adjourned the meeting. **Time: 2:22 p.m.**

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Monica Solko
Deputy City Secretary

BURLESON CITY COUNCIL SPECIAL WORK SESSION MEETING
June 6, 2022
MINUTES

ROLL CALL

Council present:

Jimmy Stanford
Chris Fletcher
Tamara Payne
Dan McClendon
Ronnie Johnson

Council Absent:
Victoria Johnson
Rick Green

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

1. CALL TO ORDER – 2:01 PM

2. REPORTS AND PRESENTATIONS

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

Tony McIlwain, Director of Development Services and Emilio Sanchez, Assistant Development Services Director presented an update to the Zoning Ordinance and the Comprehensive Plan Midpoint 2020.

B. Receive a report and hold a discussion on local government zoning, development, and land use laws and regulations. *(Staff Presenter: Allen Taylor, City Attorney*)

Allen Taylor, City Attorney gave a presentation on local government zoning, development, and land use laws and regulations.

Council member Tamara Payne left the dais at 3:16 p.m. and returned at 3:20 p.m.

C. 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*)

Due to time constraints, item 2C was presented and discussed during the regular City Council meeting.

3. CITIZEN APPEARANCES

- No speakers.

4. 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)**

- No need for executive session.

ADJOURNMENT

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

Mayor Fletcher adjourned the meeting. **Time: 4:42 p.m.**

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Monica Solko
Deputy City Secretary

BURLESON CITY COUNCIL REGULAR MEETING
June 6, 2022
MINUTES

ROLL CALL

Council present:

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

Council Absent:
Victoria Johnson

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

1. CALL TO ORDER – 5:32 PM

Invocation – Rev. Margret Fields, Pastor of Discipleship at First United Methodist Church of Burleson.
Pledge of Allegiance to the US Flag
Texas Pledge

2. PUBLIC PRESENTATIONS

A. Proclamations

- None

B. Presentations

- None.

C. Community Interest Items

- June 6th is D-Day and recognize all veterans for their service
- Happy Birthday Council member Jimmy Stanford
- Thank you to the Parks Department for a great job on the Splashpad Grand Opening
- Marine Creek 10th Annual Golf Tournament is Friday, June 24th

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

- Mike Perdue, 6949 CR 527, Burleson, Texas came forward to speak on Toys for Tots.
- Jack Mattson, 134 Cliffside Dr. N, Burleson, Texas came forward to discuss a toy drive in the City of Burleson.
- Sarah Carlson, 1158 Crossvine Dr., Burleson, Texas online speaker card wanted to recognize Council for the future purchase of cameras to livestream events in the Plaza.

Mayor Fletcher requested item 8B be presented and discussed prior to the consent agenda.

8. REPORTS AND PRESENTATIONS- MOVED

B. Receive a report, hold a discussion and give staff direction regarding an operational overview and proposed FY 22-23 budget for the Neighborhood Services Department. *(Staff Presenter: Lisa Duello, Neighborhood Services Director)*

Lisa Duello, Neighborhood Services Director presented the Neighborhood Services Department operational overview and proposed FY 22-23 budget to city council.

5. CONSENT AGENDA

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

Motion made by Dan McClendon and seconded by Tamara Payne to approve.

Motion passed 6-0-1, with Victoria Johnson absent.

B. 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*)

Motion made by Dan McClendon and seconded by Tamara Payne to approve.

Motion passed 6-0-1, with Victoria Johnson absent.

C. CSO#2077-06-2022, 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*)

Motion made by Dan McClendon and seconded by Tamara Payne to approve.

Motion passed 6-0-1, with Victoria Johnson absent.

D. CSO#2078-06-2022, 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*)

Motion made by Dan McClendon and seconded by Tamara Payne to approve.

Motion passed 6-0-1, with Victoria Johnson absent.

E. CSO#2079-06-2022, 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*

Motion made by Dan McClendon and seconded by Tamara Payne to approve.

Motion passed 6-0-1, with Victoria Johnson absent.

6. <u>DEVELOPMENT APPLICATIONS</u>

A. CSO#2080-06-2022, 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)*

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

Mayor Fletcher opened the public hearing. **Time: 6:14 p.m.**

No speakers.

Mayor Fletcher closed the public hearing. **Time: 6:15 p.m.**

Motion made by Ronnie Johnson and seconded by Tamara Payne to approve Case 22-031.

Motion passed 6-0-1, with Victoria Johnson absent.

B. 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 for AACA Parts and Supplies located at 118 NW Hillery St. (Case 21-141). *(Staff Presenter: Tony McIlwain, Director of*

Development Services) (The Planning and Zoning Commission recommended approval by a unanimous vote) **ITEM WAS CONTINUED AT MAY 16, 2022 CITY COUNCIL MEETING.**

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

Mayor Fletcher opened the public hearing for Case 21-141. **Time: 6:21 p.m.**

No speakers.

Mayor Fletcher closed the public hearing for Case 21-141. **Time: 6:22 p.m.**

Motion made by Dan McClendon and seconded by Ronnie Johnson to approve Case 21-141.

Motion passed 6-0-1, with Victoria Johnson absent.

7. GENERAL

A. CSO#2081-06-2022, resolution authorizing a real estate contract CSO#2082-06-2022, 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)*

Alex Philips, Economic Development Director, presented a resolution and contract with RA Development, Ltd. to the City Council.

Motion made by Jimmy Stanford and seconded by Rick Green to approve.

Motion passed 6-0-1, with Victoria Johnson absent.

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*)

Paul Bradley, Director of Public Safety Communications presented an operational overview and proposed FY 2022-2023 budget for Public Safety Communications Department to city council.

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)*~~ MOVED

Item 8B was presented and discussed prior to the consent agenda.

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*

Eric Oscarson, Public Works Director presented the Ellison Street Parking Lot project to city council.

After a brief discussion and questions, Council consensus was in favor of option 3.

9. CITY COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS OR REPORTS

- None at this time.

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)

- No need for executive session.

ADJOURNMENT

Motion made by Ronnie Johnson and Jimmy Stanford to adjourn.

Mayor Fletcher adjourned the meeting. **Time: 7:01 p.m.**

_____

Monica Solko
Deputy City Secretary

BURLESON CITY COUNCIL SPECIAL WORK SESSION MEETING
June 14, 2022
DRAFT MINUTES

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

COUNCIL ABSENT:

Staff present
Bryan Langley, City Manager
Amanda Campos, City Secretary
Monica Solko, Deputy City Secretary
Matt Ribitzki, Deputy City Attorney

1. CALL TO ORDER – 3:00 PM

2. REPORTS AND PRESENTATIONS

A. Receive a report, hold a discussion, and give staff direction regarding possible amendments to City Council Policy #17, establishing city council rules of procedure for city council meetings. (*Staff Presenter: Amanda Campos, City Secretary*)

Amanda Campos, City Secretary presented possible amendments to City Council Policy #17.

Tamara Payne left the dais at 3:21 p.m. and returned at 3:22 p.m.

Jacqueline Jones, 321 Shane, submitted an online speaker card was against the removal of online speaker cards from citizen appearance section of the agenda.

After a brief discussion and questions by Council, the consensus was to present changes discussed at city council meeting for consideration.

B. Receive a report, hold a discussion and give staff direction regarding the appointment of members to city boards and commissions. *(Staff Presenter: Amanda Campos, City Secretary*)

Amanda Campos, City Secretary presented options for city boards and commissions appointments.

Sarah Carlson, 1158 Crossvine Drive, came forward in favor of the current process in place.

Debra Hale, Oak Street, submitted an online speaker card who expressed her disappointment on the length of time it took for Council to appoint vacancies.

After a brief discussion and questions by Council, the consensus was to present changes discussed at city council meeting for consideration.

3. CITIZEN APPEARANCES

No speakers.

4. 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**
    - Review, deliberate, and discuss the annual performance evaluation, duties, benefits, compensation, and contract for the City Secretary.
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)**

Motion was made by Jimmy Stanford and seconded by Dan McClendon to convene into executive session. **Time: 4:56 p.m.**

Motion passed 7-0.

Motion was made by Tamara Payne and seconded by Victoria Johnson to reconvene into open session. **Time: 6:03 p.m.**

Motion passed 7-0.

ADJOURNMENT

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

Mayor Fletcher adjourned the meeting.

Time: 6:04 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: **City Secretary Office**

DATE: **06/20/2022**

SUBJECT

Consider approval of an ordinance appointing J. Greg Coontz the Presiding Municipal Court Judge of the Burleson Municipal Court of Record, City of Burleson for a term of two years, expiring on July 5, 2024 and approving the Professional Service Agreement. (First Reading) *(Staff Contact: Amanda Campos, City Secretary)*

Attachments

Department Memo
Ordinance Presiding Judge
Contract

Respectfully submitted:

Amanda Campos, TRMC
City Secretary
817.426.9665 or acampos@burlesontx.com

THE CITY OF BURLESON TEXAS

Department Memo

Choose an item.

DEPARTMENT: City Secretary's Office

FROM: Amanda Campos, City Secretary

MEETING: June 20, 2022

SUBJECT: Consider approval of an ordinance appointing J. Greg Coontz the Presiding Municipal Court Judge of the Burleson Municipal Court of Record, City of Burleson for a term of two years, expiring on July 5, 2024 and approving the Professional Service Agreement. (Final Reading) (*Staff Presenter: Amanda Campos, City Secretary)*

SUMMARY:

The Burleson City Charter Section 30 states the qualifications and manner to appoint municipal judges. Section 30 states the council by ordinance shall appoint a competent and duly licensed attorney practicing law in the State of Texas. J. Greg Coontz currently serves as the Presiding Judge and eligible to serve another two years. An ordinance appointing the Presiding Municipal Court Judge for a two year term requires two readings at two separate meetings to be in compliance with our city charter. The professional service agreement is attached for review as well, it is however part of the ordinance approval and does not require a separate approval motion. The attached ordinance is before council for first reading consideration. Pending approval the final reading will be scheduled for June 15, 2020. After approval of ordinance on final reading and execution of the Professional Services Agreement the judge will be sworn in by the City Secretary and will be considered qualified

OPTIONS:

1) Approve ordinance on first reading as presented
2) Approve ordinance on first reading with modifications
3) Deny ordinance on first reading

RECOMMENDATION:

Staff recommends approval

Fiscal IMPACT:

All municipal judges are budgeted

STAFF CONTACT:

Amanda Campos
City Secretary
acampos@burlesontx.com
817.426.9665 or 817.291.5846

ORDINANCE

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

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

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

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

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

Section 1.

That J. Greg Coontz is hereby appointed as the Presiding Judge of the municipal court of record in the City of Burleson, Texas, in accordance with the terms of the Agreement attached as Exhibit "A" and incorporated by reference herein.

Section 2.

That the Mayor is hereby authorized to execute the Agreement attached as Exhibit "A."

Section 3

This appointment of the presiding judge shall be for a term of two years, which shall expire on July 5, 2024.

Section 4.

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

Section 5.

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

Section 6.

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

PASSED AND APPROVED:

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

Final Reading: the _____ day of _____, 20_____.

_____
Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

_____
Amanda Campos, City Secretary

APPROVED AS TO FORM & LEGALITY:

_____
E. Allen Taylor, Jr., City Attorney

Exhibit A

Professional Services Agreement
Presiding Municipal Judge

The Agreement made and executed into this _____day of _____by and between the City of Burleson, Texas, a home rule municipal corporation, hereinafter referred to as "City" and J. Greg Coontz, an individual, hereinafter referred to as "Municipal Judge".

1. On ___day of _____the City Council of the City of Burleson, pursuant to and in accordance with the City of Burleson Home Rule Charter, appointed J. Greg Coontz as the Presiding Municipal Court Judge with the duties of presiding over the Burleson Municipal Court of Record, as further described herein. This Agreement details the terms and conditions of such appointment.

2. The Parties hereby agree that J. Greg Coontz shall serve as the Presiding Municipal Court Judge for a period of two (2) years, beginning on ____and continuing through midnight on July 5, 2024 at a contract rate of $70,000.00 per year, paid in monthly installments of $5,833.34 for four months and $5,833.33 for eight months. It is agreed that for the term of this Agreement, the Municipal Judge shall be compensated in the amounts specified above, payable on a monthly basis, upon receipt by the City of a written invoice for work performed.

3. The Municipal Judge shall perform all functions and duties required under the City Charter, city ordinances, and as delineated and defined in the City of Burleson Contractor Job Profile, which is attached hereto and incorporated herein for all purposes, and shall perform such other legally permissible and proper duties and functions as said position shall require. Such duties and functions shall include, but are not limited to, presiding over non-trial dockets (estimated to occur about twice a week), conducting trial dockets (estimated to occur about twice a month), keeping office hours necessary to complete judicial administrative tasks, providing on call services based on a schedule agreed to with Associate Judges, attending training or other continuing education courses which directly relate to and are required for municipal judicial duties, and cooperating with the Associate Judges and other city staff as to operational methods and procedures of the court with the goal of promoting speedy and efficient justice.

4. This entire Agreement is expressly contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If at any time during the period of performance under this Agreement, the City does not make sufficient appropriations and authorizations, this Agreement shall terminate upon written notice being given by the City to the Municipal Judge. The City's decision as to whether sufficient appropriations are available shall be accepted by the Municipal Judge and shall be final.

5. It is agreed between the Parties that the Municipal Judge's position is an independent, appointed, part-time professional position, that the Municipal Judge is an independent contractor and not an employee of the City, that the benefits, appeal and grievance provisions set forth in the City employment policies do not apply to appointed contractors, and that the foregoing constitutes all the benefits and other forms of compensation paid to the Municipal Judge for the services required herein.

6. City will provide judge's robe. The City also does hereby agree to budget and pay for professional memberships, subscription, and dues to state and local legal associations and organizations necessary and desirable for continued professional participation, growth, and advancement, and for the good of the City. Membership to include but not limited to the following:

- Texas State Bar Association
- Tarrant County Bar Association
- Johnson County Bar Association

Additionally, the City, in its sole discretion, may provide materials and equipment to the Municipal Judge to assist the Municipal Judge perform the duties and responsibilities described herein. Any materials and equipment provided to the Municipal Judge shall remain the property of the City.

7. City does hereby agree to budget and to pay for the travel and subsistence expenses of Municipal Judge training, short courses, institutes and seminars that are necessary for professional development that directly relate to City municipal judicial duties as long as such training is in the State of Texas. Applicable requested training and estimated expense must be authorized in advance for budgetary purposes.

8. The Municipal Judge shall assist the City in completing all paperwork and other documentation, including fingerprinting, necessary to receive clearance to work with the Texas Law Enforcement Telecommunications System.

9. The Municipal Judge shall keep the City Council, City Secretary, and Clerk of the Court informed of issues related to the Municipal Court and shall execute their performance in cooperation with the City Secretary and Clerk of the Court, to the extent such cooperation does not impair the necessity of judicial independence and avoids the appearance of impropriety.

10. During this agreement, the Municipal Judge agrees to comply with all provisions of the code of Judicial Conduct, Section 30 of the Burleson City Charter, Chapter 26 of the Code of Ordinances of the City of Burleson, Chapter 30 of the Texas Government Code, and all other applicable laws pertaining to the operation of the Burleson Municipal Court of Record. In the event of a conflict between the terms of this Agreement and said Code, Charter, Statutes and laws, the terms of said Code, Charter, Statutes and

laws shall govern.

11. The Municipal Judge shall not take on representation of a client adverse to the City. The Municipal Judge shall also refrain from any activity or employment that might place the Municipal Judge in a position of conflict of interest with the Municipal Judge's duties for the City.

12. The Municipal Judge warrants he meets the minimum qualifications listed in Chapter 26 of the Code Ordinances of the City of Burleson. The Municipal Judge shall promptly notify the City if, during the term of this Agreement, the Municipal Judge no longer meets the minimum qualifications listed in Chapter 26 of the Code Ordinances of the City of Burleson.

13. The City Council may remove the Municipal Judge from office during their term pursuant to Section 30 of the City Charter and in accordance with the requirements of Chapter 30 of the Texas Government Code or its successor, as same may hereafter be amended.

14. By this Agreement, the City does not consent to litigation and expressly revokes any consent to litigation that it may have granted. Furthermore, nothing contained herein shall be construed so as to limit or waive the City's sovereign immunity.

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

Signed:

_____ _____

J. Greg Coontz Date

Signed:

_____

Mayor, Chris Fletcher

(Seal)

Attest:

_____

City Secretary, Amanda Campos

City of Burleson

City Council

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

AGENDA INFORMATION SHEET

DEPARTMENT: **City Secretary Office**

DATE: **06/20/2022**

SUBJECT

Consider approval of amendments to City Council Policy #17,Establishing City Council Rules of Procedure For City Council Meetings Establishing City Council Rules of Procedure For City Council Meetings. *(Staff Contact: Amanda Campos, City Secretary)*

Attachments

Department Memo

Council Policy 17 draft

Respectfully submitted:

Amanda Campos, TRMC
City Secretary
acampos@burlesontx.com | 817.426.9665

DEPARTMENT MEMO

DEPARTMENT: City Secretary's Office

FROM: Amanda Campos, City Secretary

MEETING: June 20, 2022

SUBJECT:

Consider approval of amendments to City Council Policy #17,Establishing City Council Rules of Procedure For City Council Meetings Establishing City Council Rules of Procedure For City Council Meetings. (Staff Presenter: Amanda Campos, City Secretary)

SUMMARY:

The City Council adopted Council Policy #17 originally in 1982 with modification to the policy in 1985, 2020, February 2021 and August 2021. The policy is reviewed annually to consider changes based on operational needs of council agendas. During the past 2 years we realized needed changes that resulted from COVID-19, increase in the use of technology and increase in number of projects before the council for consideration.

The City Council met on June 14, 2022 at a Special Council Meeting to discuss amendments to the policy and will vote on the following changes: red indicates newly added verbiage or section.

I. AUTHORITY

Pursuant to the Charter of the City of Burleson, Texas, Section 32; the city council shall meet regularly at times prescribed by its rules but not less frequently than once each month. The city secretary shall call special meetings upon the request of the mayor, city manager, or a majority of the members of the city council. All meetings must be held in accordance with state law.

II. MEETING AGENDAS

e. Consent Agenda Items: The City Manager may place on the consent agenda section of the agenda any items that, in the City Manager's view, are routine in nature. Consent agenda items should not include:

~~i. First reading of any ordinance~~

ii. An item concerning an election

iii. An item authorizing the issuance (or notice of issuance) of any debt instrument (bonds, certificates of obligation, capital lease agreements, etc.)

~~iv. A contract or purchase of a single good or professional service (i.e. excludes sole source and unit price supplies/materials) that exceeds $200,000.00 regardless of whether or not the item is required to be bid.~~

Posted consent agenda items may be removed from consent by any one councilmember who request the removal during the open meeting. Any posted item on the agenda that does not require a public hearing may be added to the consent agenda by a vote of the city council during the open meeting.

III. COUNCIL MEETINGS: RULES, PROCEDURES AND CONDUCT

e. Citizen Appearances:

Speaker Rules

1. Each person will be allowed three (3) minutes and will not be interrupted by Council or staff.
2. Council may request the City Manager place the subject on a future Council meeting agenda or request staff meet with the person for further discussion.
3. Speaker Cards
    a. Speaker cards will be provided at the council meetings for in-person speakers and can be handed directly to the City Secretary Office staff.
    ~~b. Online speaker cards will be provided through the city's website and available to anyone not attending the council meeting in-person. Online speakers 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 for speakers.~~
    ~~c. All online speaker cards received after the deadline will be forwarded to the city council as soon as possible.~~

b. Speakers at council meetings: Each person who desires to speak to the city council pertaining to an item listed on the agenda or advertised as a public hearing will have two options to address the city council. Each person shall address the council when that item is called forward for consideration.

Speaker Rules

1. Each speaker must be fill out one speaker card per item listed on the agenda. Completed speaker cards must be turned into the City Secretary's staff. Speaker cards will be announced in the order received.
2. Each speaker in attendance will be allowed three (3) minutes and will not be interrupted by Council or staff.
3. Applicants will not be timed and be allowed reasonable time by the presiding officer to offer facts of their case and answer questions, however applicant must submit to the City Secretary any hand-outs or material at least 72 hours prior to the meeting. Applicants will be cognizance of time and be precise when presenting their case.
4. Online speaker cards will be provided through the city's website and available to anyone not attending the council meeting in-person. Online speaker cards are for posted agenda item only. Online speaker cards 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 for speakers. All

online speaker cards received after the deadline will be forwarded to the city council as soon as practical.

Council Policy #17 is created by the city council and a policy decision.

OPTIONS:

1. Council may approve the amendments as presented
2. Council may deny the amendments as presented

RECOMMENDATION:

Approval of amendments as presented.

FISCAL IMPACT:

N/A

STAFF CONTACT:

Name: Amanda Campos, TRMC

Department: City Secretary's Office

Email: acampos@burlesontx.com

Phone: 817-429-9665

CITY COUNCIL POLICY
17
City of Burleson City Council Policy Establishing City Council Rules of Procedure For City Council Meetings

Adopted date	November 11, 1982
Revision dates	May 5, 1985, January 21, 2020, February 22, 2021, & August 8, 2021
Department Name	City Council

I. AUTHORITY

Pursuant to the provisions of the Charter of the City of Burleson, Texas, the City Council shall enact rules of procedure for all meetings of the City Council of the City of Burleson, Texas, which shall be in effect upon their adoption by the City Council until such time as they are amended or new rules adopted. These guidelines shall remain flexible and in compliance with the City Charter, the Texas Open Meetings Act, and any other applicable state laws.

Pursuant to the Charter of the City of Burleson, Texas, Section 32; the city council shall meet regularly at times prescribed by its rules but not less frequently than once each month. The city secretary shall call special meetings upon the request of the mayor, city manager, or a majority of the members of the city council. All meetings must be held in accordance with state law.

II. MEETING AGENDAS

a. **Preparation & Posting of:** The City Manager is responsible for creating the agenda and agenda packet materials for City Council meetings. The City Secretary is responsible for posting the agenda and distributing agenda packets to the City Council.

b. **Placing Items on the Agenda:** The Mayor or any one Councilmember may request that an item be placed on the agenda by the following means:

i. Request the item during the "Request for Future Agenda Items" during the work session portion of a Council meeting; or
ii. Notify the City Manager, in writing, of the request a least ten (10) business days prior to any regularly scheduled City Council meeting.

c. Agenda Packet:

i. Contents: The agenda packet will include a report and related documents (i.e. ordinance, contract, bid tabulation, etc.) for each item on the Consent Action and/or General Action sections of the agenda.
ii. Distribution: In most cases, the agenda packet should be made available to the City Council at least 5 (five) calendar days prior to the regularly scheduled City Council meeting.

d. Agenda Item Pages: Each AIP shall contain all pertinent information on the item of business. Generally, the report shall include the following order of information:

i. Action requested of the City Council
    1. Items concerning an ordinance must identify the proponent of the ordinance in parenthesis following the action requested.
ii. Background and/or historical information
    1. Input/Recommendations received from applicable City Boards or from the public
    2. Financial impact (i.e. source of funds)
    3. Identity of the City Manager's office contact and city departmental staff member whom Council and the public should contact for additional information

e. Consent Agenda Items: The City Manager may place on the consent agenda section of the agenda any items that, in the City Manager's view, are routine in nature. Consent agenda items should not include:

~~i. First reading of any ordinance~~
ii. An item concerning an election
iii. An item authorizing the issuance (or notice of issuance) of any debt instrument (bonds, certificates of obligation, capital lease agreements, etc.)
~~iv. A contract or purchase of a single good or professional service (i.e. excludes sole source and unit price supplies/materials) that~~

~~exceeds $200,000.00 regardless of whether or not the item is required to be bid.~~

Posted consent agenda items may be removed from consent by any one councilmember who request the removal during the open meeting. Any posted item on the agenda that does not require a public hearing may be added to the consent agenda by a vote of the city council during the open meeting.

f. <u>Councilmember's Obligations to be Prepared in Advance:</u> In order to provide for informed decision making and to instill confidence in the electorate, in advance of each meeting, each Councilmember is expected to:

i. Study and be familiar with all material in the agenda packet provided by the staff in advance of the meeting.
ii. Include staff and citizen contacts, field observations and inquiries in their preparation.
iii. Direct any questions about the agenda packet to the city manager's office or the staff member designated on the agenda report.

III. COUNCIL MEETINGS: RULES, PROCEDURES AND CONDUCT

a. <u>Presiding Officer</u>

i. The Mayor presides at meetings of the City Council (City Charter, Sec. 22(a)).
ii. The Mayor Pro Tem, who shall act as mayor during the absence or disability of the Mayor (City Charter, Sec. 22(b)).
iii. In the event the Mayor and Mayor Pro Tem are absent, the Councilmember in attendance with the longest tenure shall preside over the meeting. In the event of a tie in tenure, the members may draw lots to determine who shall preside.

b. <u>Burleson Rules of Order</u>

i. The rules contained in Section V of this Policy shall govern the Burleson City Council meetings in all cases to which they are applicable and not in direct conflict with State laws. These rules are intended to be fair and complete.

c. <u>Executive Session (Closed Session)</u>

i. The Texas Open Meetings Act provides for narrowly drawn exceptions to the requirement that meetings be open to the public.

The City Council shall follow TOMA with regards to executive sessions requirements.

d. Annual Meeting Calendar: The City Council shall adopt a calendar outlining their scheduled regular meetings for any calendar year no later than December 1st of the preceding year.

e. Citizen Appearances: Each person in attendance who desire to speak to Council on an item **not** posted on the agenda, shall speak during this section. Each person in attendance who desire to address the Council on an item posted on the agenda or at a public hearing shall address the council when that item is called forward for consideration.

A speaker card must be filled out and turned in according to speaker rules listed in this section. Under the Texas Open Meeting Act the city council may take action only on legally posted items on the agenda. There will be no discussion of any un-posted items, council will only receive comments and may only ask clarifying questions and respond with facts or explanation of policy.

Speaker Rules

1. Each person will be allowed three (3) minutes and will not be interrupted by Council or staff.
2. Council may request the City Manager place the subject on a future Council meeting agenda or request staff meet with the person for further discussion.
3. Speaker Cards
    a. Speaker cards will be provided at the council meetings for in-person speakers and can be handed directly to the City Secretary Office staff.
    ~~b. Online speaker cards will be provided through the city's website and available to anyone not attending the council meeting in-person. Online speakers 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 for speakers.~~

~~c. All online speaker cards received after the deadline will be forwarded to the city council as soon as possible.~~

f. **Speakers at council meetings:** Each person who desires to speak to the city council pertaining to an item listed on the agenda or advertised as a public hearing will have two options to address the city council. Each person shall address the council when that item is called forward for consideration.

Speaker Rules

1. A speaker card must be filled out and turned into the City Secretary's staff
2. Each person in attendance will be allowed three (3) minutes and will not be interrupted by Council or staff. The presiding officer may grant additional time to a speaker if requested however the presiding officer will maintain fairness for speakers on the item
3. Applicants will not be timed and be allowed reasonable time by the presiding officer to offer facts of their case and answer questions, however applicant must submit to the City Secretary any hand-outs or material at least 72 hours prior to the meeting. Applicants will be cognizance of time and be precise when presenting their case.
4. Online speaker cards will be provided through the city's website and available to anyone not attending the council meeting in-person. Online speaker cards are for posted agenda item only. Online speaker cards 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 for speakers. All online speaker cards received after the deadline will be forwarded to the city council as soon as practical.

IV. COUNCIL MEETINGS: ORDER OF BUSINESS

Council meetings shall generally adhere to the following order of business:

a. **Regular Session:**

i. Should begin with a Call to Order by the Mayor (presiding officer)

1. formal roll call or statement by presiding officer (or city secretary) indicating quorum present
2. statement of date and time
3. invocation
4. pledge of allegiance – United States and Texas

ii. Public Presentations: Proclamations, recognitions, general reports, and updates from the public or community organizations.

iii. Community Interest Items: In accordance with the Texas Open Meetings Act, an "item of community interest" includes the following:
1. expressions of thanks, congratulations, or condolence;
2. information regarding holiday schedules;
3. honorary recognitions of city officials, employees, or other citizens;
4. reminders about upcoming events sponsored by the city or other entity that is scheduled to be attended by city official or city employee; and
5. announcements involving imminent public health and safety threats to the city.

iv. Items to be continued or withdrawn: Any City Councilmember or the City Manager may request an item be removed from consideration and either (1) continued to a future meeting date or (2) withdrawn from consideration altogether or (3) move in the order of the agenda.

v. Items to be withdrawn from Consent Agenda for separate discussion or items to be added to the consent agenda
1. Items to be withdrawn from the consent agenda for separate discussion: Any Councilmember wishing to discuss and vote on a consent agenda item individually should make that request in an open meeting.
2. Items to be added to the consent agenda: Any councilmember may request a posted agenda item that does not require a public hearing be moved to the consent agenda via council vote in an open meeting.

vi. Citizen Appearances:

It is the policy of the City Council of the City of Burleson to encourage open government and the opportunity for all citizens to address the Council and receive fair consideration for each item listed on the agenda. Therefore, and in the interest of time,

decorum and the constraints of the Texas Open Meetings Act, there are rules that must be enforced. On items not posted on the agenda, the Council may receive comments or suggestions. The Council cannot discuss or deliberate on the unposted matter. The Council may, however, ask clarifying questions, respond with facts, explain a policy, and propose that the item be placed on a future agenda.

1. In accordance with Section 551.007 of the Texas Open Meetings Act, the public has a right to speak on items on the agenda either at the beginning of the meeting or during the meeting when an agenda item is being considered.
2. Under the Texas Open Meetings Act and Public Information Act laws of the State of Texas, the City Council may take action only on items legally posted on the agenda.
3. On items not posted on the agenda, the Council may receive comments or suggestions. The Council cannot discuss or deliberate on the unposted matter. The Council may, however, ask clarifying questions, respond with facts, explain a policy, and propose that the item be placed on a future agenda.
4. Each person will be allowed three (3) minutes to comment on any particular subject. Council and staff will not interrupt speaker's time and will ask questions or clarification after the three (3) minutes of time. If the person requires a translator, they will receive six (6) minutes to allow to address the Council.
5. Each person shall fill out a speaker card and present to the City Secretary before speaking.
6. Profanity or threatening language will not be tolerated and may result in the following:
    i. Cancellation of remaining time;
    ii. Removal from the Council Chambers; and/or
    iii. A contempt citation.

vii. <u>Consent Action Agenda:</u> All items listed 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.

viii. <u>General Action Items:</u> Items may include, but are not limited to: Public Hearings, Ordinances & Resolutions, Contracts & Agreements,

etc. Items scheduled for public hearing or which involve outside organizations should, typically, be listed first.

ix. Reports: An opportunity for the City Manager or his/her staff to obtain direction from Council on a future item, provide information on current items, or respond to previous Councilmember requests for information.

x. City council request for future items or reports: An opportunity for any member of the city council to request a future council meeting item.

xi. Executive Session (if needed): The City Council may choose to meet in Executive Session in accordance with state law. Executive Session may be held at any time when a City Council meeting is convened.

xii. Adjourn: With no further business the presiding officer shall request a motion to adjourn. No vote is necessary.

V. BURLESON RULES OF ORDER

The rules contained in this section the policy shall govern the Burleson City Council meetings in all cases to which they are applicable and not in direct conflict with state laws.

a. Presiding Officer: The Mayor, if present, shall be the presiding officer. In the absence of the Mayor the Mayor Pro Tem shall be the presiding officer. In the absence of both the Councilmember with the most senior tenure should preside.

i. Should by statement identify quorum present call the meeting to order according to posted agenda and clearly state date and time.

ii. Should establish the order of the meeting by following the posted agenda and may call items out of order for purpose of functionality.

iii. Shall not make initial motions on items before the Council, however may second a motion.

b. Motion:

i. Motion dies from lack of second

ii. No amendments to original motion, except by the member making the motion

iii. Each item posted on the agenda should be voted on individually

c. **Point of Order:**
   i. Any Councilmember may request to identify procedural defect
   ii. Any Councilmember may make call a filibuster point of order
      1. Presiding officer request Councilmember speaking to yield the floor
      2. Presiding officer present to the other members of Council an opportunity to speak
      3. If no other member wishes to speak the officer can return the floor to the original member speaking

d. **Point of Information:**
   i. Any Councilmember may request additional information for other members to consider
   ii. There is no debate

e. **Call the Question**: Only when a motion is on the table for consideration
   i. Any Councilmember may call the question
   ii. Requires a second but no vote
   iii. Ends debate or discussion and requires immediate vote on item

f. **Public Hearing:**
   i. Council should fairly allow everyone to be heard before Councilmembers speak
   ii. After all speakers, Council may comment and recall speakers if needed
   iii. Each person will be allowed three (3) minutes to speak. Council and staff will not interrupt speaker's time and will ask questions or clarification after the three (3) minutes of time. If the person requires a translator, they will receive six (6) minutes to address the Council.
   iv. Applicants will not be timed and be allowed reasonable time by the presiding officer to offer facts of their case and answer questions, however applicant must submit to the City Secretary any hand-outs or material at least 72 hours prior to the meeting. Applicants will be *cognizance of time and be precise when presenting their case.*

g. Table:

i. Items will be tabled to a specific date and the request made by applicant or staff
ii. If no date is stated when item is tabled, the item after 180 days will be placed on the next regular agenda and considered
iii. In non-zoning cases, citizens may make a request to table

h. Adjourn:

i. Adjournment of the meeting requires a motion and a second but no vote
ii. Presiding officer will announce date and time of adjournment

i. Executive Session:

i. Can be taken at any time during the meeting with proper notice to the public – presiding officer (or city secretary) shall announce the exceptions and time
ii. Any member of the Council present may request to convene into executive session
iii. City Manager, Deputy City Manager, City Secretary or Deputy City Secretary may request Council convene into executive session
iv. All request to convene into executive session requires a motion, a second and a vote by Council
v. All request to reconvene into open session requires a motion, second and a vote by Council

VI. MAYOR/MAYOR PRO-TEM

a. Mayor:

i. Per Sec. 22 of the Charter of the City of Burleson, the Mayor presides at meetings of the City Council and, except in cases involving conflict of interests, must vote upon all items voted on by the City Council.

b. Mayor Pro-Tem:

i. The City Council shall elect in accordance with Sec. 22 of the Charter from among its members, a Mayor Pro Tem, who shall act as Mayor during the absence or disability of the Mayor, and, if a

vacancy occurs in the Mayor's place, shall become Mayor until the next general election. (City Charter, Section 22(b))

ii. Qualifications: Any Councilmember who has served at least 2 years on the City Council shall be qualified to serve as Mayor Pro Tem.

iii. Nomination process: Councilmembers interested in serving as Mayor Pro Tem shall, at least five business days prior to the meeting, submit to the City Secretary written notification of their interest of serving. The City Secretary shall present to Council, in executive session, all the names of the interested, qualified, Councilmembers. *(no discussion or vote will take place, this is informational only)*

iv. Election: Each year at a regular meeting by August 31st, an agenda item for Election of Mayor Pro-Tem shall be placed on the Regular Session agenda. All action for election of the Mayor Pro-Tem shall occur during open session.

VII. AUDIO/VIDEO USE

a. Recording of Council meetings on video equipment larger than a cell phone or tablet shall be located at the rear of the chambers so as not to interfere with the sight lines of the seated audience.

City of Burleson

City Council

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

AGENDA INFORMATION SHEET

DEPARTMENT:	**Communications**
DIRECTOR:	**DeAnna Phillips**
DATE:	**06/20/2022**

SUBJECT

Consider approval of an interlocal agreement with the cities of Decatur, Haltom City, Haslet, Keller, Richland Hills, Roanoke, Saginaw, Watauga, the Benbrook Library District and the Forest Hill Library District for the reciprocal lending of library materials. *(Staff Contact: Sara Miller, Deputy Director - Library)*

Attachments

Department Memo
Agreement

Respectfully submitted:

Sara Miller
817-426-9203
Deputy Director - Library

CITY OF BURLESON

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

DEPARTMENT MEMO

DEPARTMENT: **Community Services**

FROM: **Sara Miller**

MEETING: **June 20, 2022**

SUBJECT:

Consider approval of an interlocal agreement with the cities of Decatur, Haltom City, Haslet, Keller, Richland Hills, Roanoke, Saginaw, Watauga, the Benbrook Library District and the Forest Hill Library District for the reciprocal lending of library materials. (*Staff Contact: Sara Miller, Deputy Director-Library*)

SUMMARY:

MetroShare Libraries currently connects the Burleson Public Library with libraries in Benbrook, Forest Hill, Haltom City, Keller, Richland Hills and Watauga. This north Texas consortium will add four new libraries in 2022, including the cities of Decatur, Haslet, Roanoke and Saginaw. Partner libraries will share an online catalog, honor each other's library cards and share physical materials via a courier service.

OPTIONS:

RECOMMENDATION:

Staff recommends approving the interlocal agreement for the reciprocal lending of library materials.

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

FISCAL IMPACT:

STAFF CONTACT:

Name: **Sara Miller**
Department: **Community Services**
Email: **smiller@burlesontx.com**
Phone: **817-426-9203**

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITIES OF BURLESON, DECATUR, HALTOM CITY, HASLET, KELLER, RICHLAND HILLS, ROANOKE, SAGINAW, WATAUGA, THE BENBROOK LIBRARY DISTRICT, AND THE FOREST HILL LIBRARY DISTRICT FOR RECIPROCAL LENDING OF LIBRARY MATERIALS

THIS AGREEMENT ("Agreement"), is made and entered into by and between the Benbrook Library District in Benbrook, Texas, the Forest Hill Library District in Forest Hill, Texas, political subdivisions of the State of Texas under Chapter 326 of the Local Government Code located in Tarrant County, Texas, the Cities of Haltom City, Haslet, Keller, Richland Hills, Saginaw, and Watauga**,** Texas, home-rule municipalities located in Tarrant County, Texas, the City of Burleson, a home-rule municipality located in Johnson County, Texas, the City of Roanoke, a home-rule municipality located in Denton County, Texas and the City of Decatur, a home-rule municipality located in Wise County, Texas (hereinafter collectively referred to as "Parties" or individually as "Party").

WHEREAS, this Agreement is being entered into pursuant to the Interlocal Cooperation Act, Texas Government Code, Section 791.001, et seq. (the "Act"); and

WHEREAS, the Parties are all local governments as defined by Section 791.003 (4) of the Act engaged in the provision of governmental functions and services to their citizens and patrons; and

WHEREAS, the Parties' public library systems desire to cooperate in the circulation of library materials for the mutual advantage of their patrons; and

WHEREAS, a program involving reciprocal lending of materials is believed by each of the Parties to be in the best interest of its respective patrons; and

WHEREAS, the Parties have current revenues available to satisfy the fees and/or expenses incurred pursuant to this Agreement; and

NOW THEREFORE, for mutual consideration hereinafter stated, the Parties agree as follows.

I. TERM

The term of this Agreement is for a period of twelve (12) months beginning October 1, 2022 and ending September 30, 2023. to be renewed automatically unless cancelled by any Party as provided in Section IV. TERMINATION herein.

II. OBLIGATIONS OF THE PARTIES

1. The term RECIPROCAL LENDING as used herein means and refers to the privileges which the Parties mutually agree to extend to individuals who are residents, taxpayers, or members

(hereinafter, "member") of another Party's municipality or political subdivision. RECIPROCAL LENDING privileges shall be subject to the general rules and regulations of the issuing Party with respect to its borrowers, it being the intention of the Parties that qualified patrons of each district during the term of the Agreement may have the same borrowing privileges afforded to the other Party's members, wherever practical.

2. The Parties shall mutually accord to individual members of each Party RECIPROCAL LENDING privileges as defined in paragraph 1 with the following exceptions:

(a) RECIPROCAL LENDING will not entitle the cardholder to free interlibrary loan services; and

(b) RECIPROCAL LENDING will not entitle the cardholder to checkout electronic materials including e-books, e-audios, and downloadable items.

III. FEES/PAYMENTS DUE

Each Public Library System will bear its own cost of performing under this Agreement. All payments for expenses incurred as a result of the performance of this Agreement shall be made only from current revenues legally available to each respective Party. Any renewal will be subject to the revenues available for that Agreement term.

IV. TERMINATION

Any Party to this Agreement may, without stating any cause or justification, terminate this Agreement by giving written notice to the other Parties sixty (60) days in advance of the termination date selected. In such case, a final report and reconciliation called for by this Agreement shall be rendered notwithstanding any termination under this paragraph.

V. IMMUNITY

In the execution of this Agreement, none of the Parties waive, nor shall be deemed hereby to have waived any immunity or any legal or equitable defense otherwise available against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement does not create any rights in Parties who are not signatories to this Agreement.

VI. ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations and/or agreements either written or oral. This Agreement may be amended only by written instrument signed by each Party to this Agreement.

VII. NOTICES

Unless notified otherwise in writing, all notices are required to be given to all Parties in

writing and delivered in person or sent via certified mail to the other Parties at the following respective addresses:

Benbrook Representative: Director-Benbrook Public Library 1065 Mercedes St. Benbrook, TX 76126	Burleson Representative: Deputy Director-Burleson Public Library 248 S.W. Johnson Ave. Burleson, TX 76028
Decatur Representative: Director-Decatur Public Library 1700 S. Highway 51 Decatur, TX 76234	Forest Hill Representative: Director-Forest Hill Public Library 6962 Forest Hill Dr. Forest Hill, TX 76140
Haltom City Representative: Director-Haltom City Public Library 4809 Haltom Rd. Haltom City, TX 76117	Haslet Representative: Director-Haslet Public Library 100 Gammill St. Haslet, TX 76052
Keller Representative: Director-Keller Public Library 640 Johnson Rd. Keller, TX 76248	Richland Hills Representative: Director-Richland Hills Public Library 6724 Rena Dr. Richland Hills, TX 76118
Roanoke Representative: Library Manager-Roanoke Public Library 308 S. Walnut St. Roanoke, TX 76262	Saginaw Representative: Director-Saginaw Public Library 355 W. McLeroy Blvd. Saginaw, TX 76179
Watauga Representative: Director-Watauga Public Library 7109 Whitley Rd. Watauga, TX 76148	

VIII. AUTHORITY TO SIGN

The undersigned officer and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto.

IX. SEVERABILITY

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Agreement by giving the other Parties thirty (30) days written notice.

X. VENUE

This Agreement and any of its terms or provisions, as well as the rights and duties of the Parties hereto, shall be governed by the laws of the State of Texas. The Parties agree that this Agreement shall be enforceable in Tarrant County, Texas, and if legal and necessary, exclusive venue shall lie in Tarrant County, Texas.

XI. INTERPRETATION OF AGREEMENT

Each Party has had the opportunity to have this Agreement reviewed by an attorney. Should any part of this Agreement be in dispute, the Parties agree that the Agreement shall not be constructed more favorably for any of the Parties.

XII. REMEDIES

No right or remedy granted herein or reserved to the Parties is exclusive of any right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the Parties. It is further agreed that one (1) or more instances of forbearance by any Party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

XIII. SUCCESSORS AND ASSIGNS

The Parties each bind themselves, their respective successors, executors, administrators, and assigns to the other Parties to this Agreement. No Party will assign, sublet, subcontract or transfer any interest in this Agreement without the prior written consent of the other Parties. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of all Parties.

IN WITNESS WHEREOF, each of the Parties has executed this Agreement by its authorized representative on the day and year last signed below.

BENBROOK LIBRARY DISTRICT

DATE _____ BY: _____
Carol Hafer, President, Board of Trustees

APPROVED AS TO FORM:

_____
Betsy Elam, Attorney for the District

CITY OF BURLESON

DATE_____ BY: _____
Chris Fletcher, Mayor

APPROVED AS TO FORM:

_____
Allen Taylor, City Attorney

CITY OF DECATUR

DATE_____ BY: _____

APPROVED AS TO FORM:

_____
City Attorney

FOREST HILL LIBRARY DISTRICT

DATE_____ BY: _____
Dulani Masimini, Board President

APPROVED AS TO FORM:

_____
Michael Hardrick, Library Director

CITY OF HALTOM CITY

DATE_____ BY: _____
An Truong, Mayor

APPROVED AS TO FORM:

_____
Wayne Olson, City Attorney

CITY OF HASLET

DATE_____ BY: _____

APPROVED AS TO FORM:

_____
City Attorney

CITY OF KELLER

DATE_____ BY: _____
Mark Hafner, City Manager

APPROVED AS TO FORM:

_____
City Attorney

CITY OF RICHLAND HILLS

DATE_____ BY: _____

Edward Lopez, Mayor

APPROVED AS TO FORM:

_____

Betsy Elam, City Attorney

CITY OF ROANOKE

DATE_____ BY: _____

APPROVED AS TO FORM:

_____
City Attorney

CITY OF SAGINAW

DATE_____ BY: _____

APPROVED AS TO FORM:

_____
City Attorney

CITY OF WATAUGA

DATE_____ BY: _____
Andrea Gardner, City Manager

APPROVED AS TO FORM:

_____
City Attorney

City of Burleson

City Council

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

AGENDA INFORMATION SHEET

DEPARTMENT: **Public Works**

DATE: **06/20/2022**

SUBJECT

Consider approval for the purchase of replacement school zone flasher controllers using the BuyBoard Purchasing Cooperative with Paradigm Traffic Systems for an amount not to exceed $90,915. *(Staff Contact: Eric Oscarson, Director of Public Works)*

Attachments

Department Memo
Presentation
BuyBoard Purchasing Cooperative Quote
Form 1295

Respectfully submitted:

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

THE CITY OF BURLESON TEXAS

CITY OF BURLESON
City Council

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

DEPARTMENT MEMO

DEPARTMENT: Public Works

FROM: Eric Oscarson

MEETING: June 20, 2022

SUBJECT:

Consider approval for the purchase of replacement school zone flasher controllers using the BuyBoard Purchasing Cooperative with Paradigm Traffic Systems for an amount not to exceed $90,915.00. *(Staff Contact: Eric Oscarson, Director of Public Works*)

SUMMARY:

The recently adopted Intelligent Traffic Systems Strategic Plan focuses on the Traffic Management aspect of Smart Mobility. An Intelligent Traffic System (ITS) is an operational system of various technologies that, when combined and managed, improve the operating capabilities of the overall transportation system. Upgrades to the existing school speed limit zone flashers are included as part 1 of phase 1 of the plan. The school zone flashers are a stand along monitoring system and not directly integrated with the traffic signals. The proposed upgrades will allow more efficient use of staff by providing the ability to remotely adjust school zone times and detect issues faster.

Part 2 of phase 1 will include upgrades to both the existing city and TxDOT traffic signal which are currently in design. A Traffic Management Center will also be constructed as part of phase 2.

Staff proposes to move forward with this phase because there is a six to eight week lead time for equipment. Installation should occur shortly before school begins and take approximately 4 to 5 weeks to complete, minimizing the impact during the school year.

Using BuyBoard Purchasing Cooperative, Paradigm Traffic Systems provided a quote of $82,650.00. Staff proposes an additional 10 percent contingency for a total of $90,915.00. Any funds not used as part of the upgrade shall be released back to the fund and used towards proposed phase 1 improvements.

Staff obtained additional quotes to compare pricing in order to ensure the best value for the software and equipment required to upgrade the current flashers. A table comparing quotes versus the services provided is shown on the following page.

Paradigm	**Consolidated Traffic**	**Tapco**
• Quote of $82,650.00 (with requested contingency - $90,915.00) • Paradigm provided first time customer discount of 25% • Installation software and hardware (support for life of product) • 10-year warranty - upgrades to cellular technology and equipment included (no additional costs) • Forward facing app (allows users to be notified in school zone)	• Quote - 77,461.00 • Installation of software and hardware - support for 5 years and then fee for additional years • 5-year warranty on software only - upgrades to cellular technology and equipment not included • No forward facing app	• Quote - $32,045.00 • Quote includes software and equipment only • No installation included - would require separate contractor • Annual software fee of $8,555.00 (first year included in quote) • 10-year fee cost for 29 flashers - $85,55.00 • Additional flashers will increase annual fee • No warranty documented

OPTIONS:

1. Approve the purchase of replacement school zone flasher controllers using the BuyBoard Purchasing Cooperative with Paradigm Traffic Systems for an amount not to exceed $90,915.00.
2. Deny the purchase of replacement school zone flasher controllers using the BuyBoard Purchasing Cooperative with Paradigm Traffic Systems for an amount not to exceed $90,915.00.

RECOMMENDATION:

Approve the purchase of replacement school zone flasher controllers using the BuyBoard Purchasing Cooperative with Paradigm Traffic Systems for an amount not to exceed $90,915.00.

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

- Presentation of ITS Strategic Plan Concept to Infrastructure and Development City Council Committee - March 23, 2018.
- Strategic Plan Contract approval by City Council - April 16, 2018
- ITS Strategic Plan Adoption by City Council - December 9, 2019
- Professional Services Contract with Kimley-Horn and Associates, Inc. for ITS design and implementation - August 3, 2020
- City of Burleson voters approved

FISCAL IMPACT:

Budgeted Y/N: Y
Fund Name: CO Bonds - Streets
Full Account #s: 359-7500-439-72-98
Amount: $90,915.00
Project (if applicable):20PW05
Financial Considerations:

STAFF CONTACT:

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

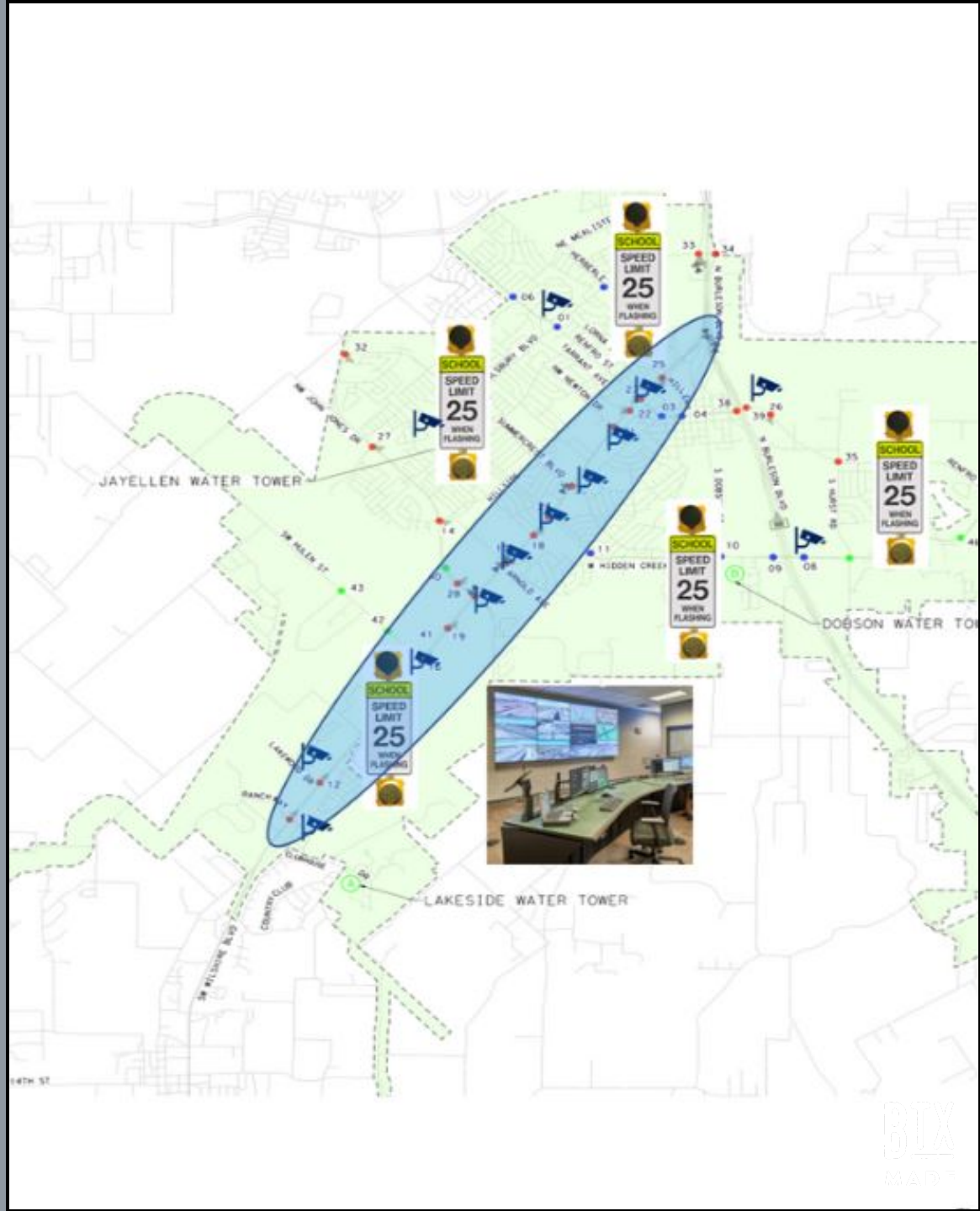
SCHOOL ZONE FLASHER CONTROLS

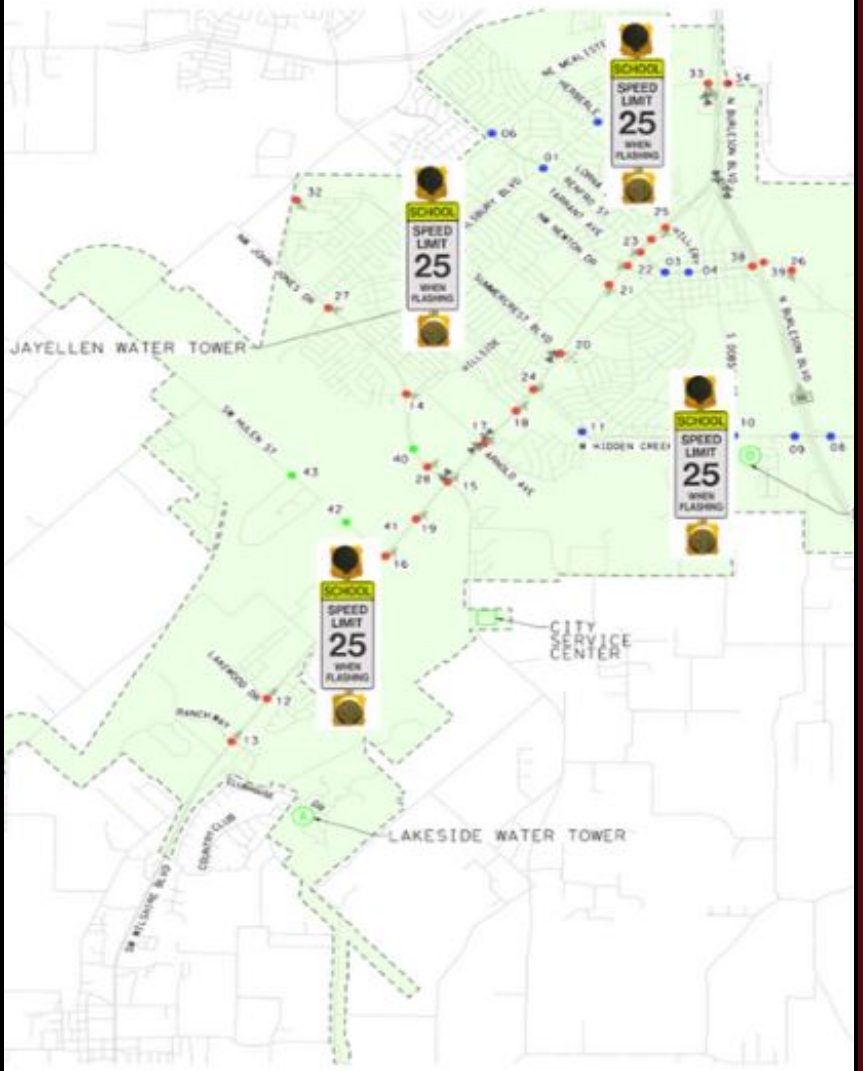
Purchase and installation of school zone upgrades for flasher controls



INTELLIGENT TRAFFIC SYSTEM (ITS)

- **MARCH 23, 2018**
  - Presented ITS Strategic Plan Concept to City Council
- **DECEMBER 9, 2019**
  - City Council adopts ITS Strategic Plan
- **AUGUST 3, 2020**
  - ITS design contract approved
- **NOVEMBER 1, 2021**
  - City hired traffic engineer to oversee ITS program
- **MAY 7, 2022**
  - City of Burleson voters approved bond which included the majority of funding for the ITS program





ITS PROGRAM - PHASE 1

SCHOOL ZONE FLASHER UPGRADES

- Part 1 of Phase 1
- Stand alone monitoring system (does not integrate with traffic signal software)
- Allows for more efficient staff utilization
- Existing funding from 2019 CO Bonds

FUTURE ITS TRAFFIC SIGNAL IMPROVEMENTS

- Part 2 of Phase 1
- Traffic signal equipment upgrade to provide communications and vehicle detection - currently in design
- Construction of Traffic Management Center to remotely monitor intersection
- To be funded by recently approved GO bond - City Council approval required

BTX MADE



ITS PROGRAM - PHASE 1

Part 1

EXISTING EQUIPMENT

- 29 existing flashers
- Requires manual onsite adjustment of school zone times
- No remote monitoring ability
- No ability to address inclement weather or special events
- No notification of equipment failures

PROPOSED UPGRADES

- Wireless monitoring, control, including equipment failure alerts
- Ability to change school zone times remotely
- Real time monitoring of status
- Includes 10-year warranty on all equipment and software
- Includes 10-year cellular plan (when technology changes or becomes obsolete, upgrades included)

PUBLIC-FACING APPLICATION

- App that notifies driver they are in a school zone (user has to download app)

BTX MADE

QUOTES

PARADIGM

- Quote of $82,650.00 (with requested contingency - $90,915.00)
- Paradigm provided first time customer discount of 25%
- Installation software and hardware (support for life product)
- 10-year warranty - upgrade to cellular technology and equipment included (no additional costs)
- Forward facing app (allows users to be notified in school zone)

CONSOLIDATED TRAFFIC

- Quote - $77,461.00
- Installation of software and hardware - support for 5 years and then fee for additional years
- 5-year warranty on software only - upgrades to cellular technology and equipment not included
- No forward facing app

TAPCO

- Quote - $32,045.00
- Quote includes software and equipment only
- No installation included - would require separate contractor
- Annual software fee of $8,555.00 (first year included in quote)
- 10-year fee cost for 29 flashers - $85,55.00
- Additional flashers will increase annual fee
- No warranty documented



OPTIONS

RECOMMENDED

APPROVE THE PURCHASE OF REPLACEMENT SCHOOL ZONE FLASHER CONTROLLERS USING THE BUYBOARD PURCHASING COOPERATIVE WITH PARADIGM TRAFFIC SYSTEMS FOR AN AMOUNT NOT TO EXCEED $90,915.00

DENY THE PURCHASE OF REPLACEMENT SCHOOL ZONE FLASHER CONTROLLERS USING THE BUYBOARD PURCHASING COOPERATIVE WITH PARADIGM TRAFFIC SYSTEMS FOR AN AMOUNT NOT TO EXCEED $90,915.00



P.O. Box 5508 – Arlington – Texas – 76005-5508
817.831.9406 – fax 817.831.9407
www.paradigmtraffic.com

QUOTATION

TO: City of Burleson
141 W. Renfro Street
Burleson, TX 76028
attn: James Rogge, P.E.
ph: 817-426-9290
email: jrogge@burlesontx.com

RFQ: BuyBoard Contract # 603-20
Public Safety, Fire House Supply& Equipment &
Traffic Signals
512-467-0222 pn
1-800-211-5454 fax

DATE	SLSMN	DELIVERY	FREIGHT	SHIP VIA	F.O.B	TERMS	QTE NUMBER
4/20/2022	MH	30-45 Days ARO	PPD & Allowed	Best Way	Destination	Net 30	Q30004MH

ITEM	QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	29	**Applied Information , AI-500-070 - School Timer Switch & Cell** Includes Device, Glance Software & Installation Assistance. w/Configuration, 10 Year Connectivity Plan	$3,672.00	**$106,488.00**
2	29	**First Time Customer Discount**	($822.00)	**($23,838.00)**
		NOTE: PURCHASE ORDERS MUST BE PROCESSED THROUGH www.buyboard.com		
			TOTAL	**$82,650.00**

OFFERED BY:
Matt Hendricks
Paradigm Traffic Systems, Inc.
Federal ID# 75-2520341

June 2, 2022

Paradigm Traffic Systems Inc.

R.E. AI Equipment Warranty Statement

Greetings,

This letter is in regards to the Applied Information Equipment Warranty statement request.

Applied Information warrants AI branded products, for a period of Warranty Length in years, commensurate to the years purchased (10-year plans quoted to City of Burleson TX) and or renewed length of connectivity and support, from the date of purchase from AI or its authorized distributor (Paradigm Traffic Systems, Inc.). In the event of any AI branded product in need of repair, AI will repair or replace the Product and return it to the customer free of charge for the full plan (10 years quoted to City of Burleson, TX).

For devices that do not have a connectivity and support plan, a standard 1 year warranty from date of shipment will cover the devices.

Sincerely,

Jeff O'Brian
AI VP of Distribution

Applied Information Inc, 4411 Suwanee Dam Rd, Suite 510, Suwanee, GA, USA
Tel: +1-678-830-2170, Fax:+1-678-669-1686, Website: appinfoinc.com

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-895341

Date Filed:
06/06/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Paradigm Traffic Systems, Inc.
Arlington, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
Q30004MH
AI-500-070 School Timer Switch & Cell $82,650.00 Date: 4/20/22

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

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Shelly Anthony, and my date of birth is [redacted].

My address is 2201 E. Division Street (street), Arlington (city), TX (state), 76011 (zip code), USA (country).

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

Executed in Tarrant County, State of Texas, on the 6th day of June (month), 20 22 (year).

Shelly Anthony

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:	**Development Services**
CASE MANAGER:	**Lidon Pearce**
DATE:	**06/20/2022**

SUBJECT

Consider approval of a final plat of Wilshire Substation, Lot 19 Block X; located at 2227 SW Wilshire Blvd (Case 22-046). *(Staff Contact: Tony McIlwain, Development Services Director) (The Planning and Zoning Commission recommended approval by unanimous vote)*

Attachments

Department Memo
Location Map
Final Plat

Respectfully submitted:

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

DEPARTMENT MEMO

DEPARTMENT:	**Development Services**
FROM:	**Tony McIlwain**
MEETING:	**June 20, 2022**

SUBJECT:

Final plat of Wilshire Substation, Lot 19 Block X; located at 2227 SW Wilshire Blvd (Case 22-046): Consider approval for a final plat of Wilshire Substation. *(Staff Contact: Tony McIlwain, Development Services Director) (The Planning and Zoning Commission recommended approval by unanimous vote)*

SUMMARY:

On April 4, 2022, an application was submitted by Rob Myers with Kimley-Horn on behalf of Walter Matyastik (Owner) for a final plat of approximately 3.673 acres for an electrical substation.

Development Overview:

This development is proposing to construct an electrical substation. The property is currently zoned A, Agriculture; however a concurrent request (Case 22-048) has been submitted for a zoning change from A, Agriculture to SFE, Single-family estate dwelling district. The proposed final plat meets the minimum lot size for either zoning district. The plat is administratively complete and meets the requirements of Appendix A – Subdivision and Development Regulations.

Engineering:

Traffic:

The site will be accessed from existing crushed stone roads used for a gas well site until the Bear Ridge subdivision streets have been constructed. No new entrance to Wilshire Blvd (SH174) is proposed.

Utilities/ Drainage:

A detention study was submitted for the Bear Ridge subdivision indicating that detention is not required for the proposed substation due to the proximity of the Village Creek floodplain.

OPTIONS:

1. Approve the final plat
2. Deny the final plat

RECOMMENDATION:

Approve the final plat for Wilshire Substation, Lot 19 Block X; located at 2227 SW Wilshire Blvd (Case 22-046).

FISCAL IMPACT:

None

PUBLIC NOTIFICATION:

No public notice is required for this request.

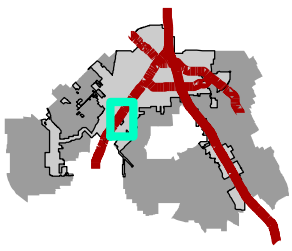
STAFF CONTACT:

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



Wilshire Substation
Lot 19, Block X
Final Plat
Case 22-046

THE CITY OF BURLESON TEXAS



Vicinity Map

NORTH

GRAPHIC SCALE IN FEET

200 0 100 200 400

1"=200' @ 24"X36"

NOTES:

1. All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983. All dimensions shown are ground distances.
2. All corners are 5/8" iron rods set with a plastic cap stamped "KHA" unless otherwise noted.
3. According to Federal Emergency Management Agency's Flood Insurance Rate Map No. 48251C0180J, for Johnson County, Texas and incorporated areas, dated 12/04/2012, this property is located within:

   Zone X (unshaded) defined as "Areas determined to be outside the 0.2% annual chance floodplain"

   Zone X (shaded) defined as "Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood"

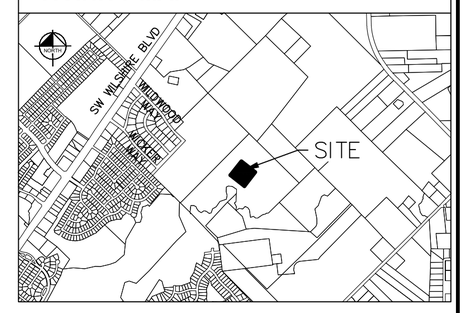
   Zone AE defined as "Special flood hazard areas (SFHAs) subject to inundation by the 1% annual chance flood (Base Flood Elevations determined)"

   If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor. The approximate limits of Zone X, Shaded Zone X, Zone AE, and Floodway Zone AE are shown hereon and were derived off scaling from the above mentioned FIRM map.
4. Any public utility, including City of Burleson, shall have the right to move and keep moved all or part of any buildings, fences, trees, shrubs, other growths or improvements which in any way endanger or interfere with the construction or maintenance, or efficiency of its respective systems in any of the easements shown on the plat; and any public utility, including City of Burleson, shall have the right at all times of ingress and egress to and from said easements for the purpose of construction, reconstruction, inspection, patrolling, maintaining and adding to or removing all or part of its respective systems without the necessity at any time of procuring the permission of anyone.
5. 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

Plat Filed _____ , 20 _____ .
Slide _____ , Vol., _____ Pg. _____
Johnson County Plat Records

By: _____
County Clerk

VICINITY MAP N.T.S.



EXCHANGERIGHT NET LEASED PORTFOLIO 32 DST INST. NO. 2020-0525 O.P.R.J.C.T.

CALLED 1.00 ACRES RICHARD HOLYBEE AND KATHY HOLYBEE INST. No. 1988-7042 O.P.R.J.C.T.

CALLED 0.603 ACRES RONNY EUGENE WICKER INST. No. 1999-12024 O.P.R.J.C.T.

CALLED 41.53 ACRES BURLESON PREMIER REAL ESTATE INVESTMENTS, L.P. INST. NO. 2006-50688 O.P.R.J.C.T.

SW WILSHIRE BLVD (S.H. 174)

CALLED 1.97 ACRES JOHN MATHEWS & BRENDA MATHEWS INST. NO. 2004-38604 O.P.R.J.C.T.

G&K REALTY LLC INST. NO. 2020-9950 O.P.R.J.C.T.

LOT 1, BLOCK 1 RUBY ADDITION VOL. 9, PG. 319 P.R.J.C.T.

CALLED 82.996 ACRES RICHARD J. PANCHASARP INST. NO. 1985-81463 O.P.R.J.C.T.

CALLED 8.95 ACRES WELDON G. WADSWORTH INST. NO. 1999-9396 O.P.R.J.C.T.

REMAINDER CALLED 233.978 ACRES RICHARD J. PANCHASARP INST. NO. 1985-81284 O.P.R.J.C.T.

CALLED 31.51 ACRES KATHY JEAN HOLYBEE INST. NO. 2010-31138 O.P.R.J.C.T.

CALLED 4.48 ACRES THELMA M. PENDER INST. NO. 2021-23207 O.P.R.J.C.T.

CITY OF BURLESON PUBLIC ACCESS EASEMENT INST. No. 1993-13360 O.P.R.J.C.T.

CALLED 96.096 ACRES B & L ENTERPRISES VOL. 2177, PG 477 O.P.R.J.C.T.

EOG RESOURCES, INC. 20' PIPELINE EASEMENT VOL. 4288, PG. 814 VOL. 4352, PG. 414 O.P.R.J.C.T.

SAVE & EXCEPT VOL. 2177, PG 477 O.P.R.J.C.T.

REMAINDER CALLED 233.978 ACRES RICHARD J. PANCHASARP INST. NO. 1985-81284 O.P.R.J.C.T.

CALLED 96.096 ACRES B & L ENTERPRISES VOL. 2177, PG 477 O.P.R.J.C.T.

CALLED 23.275 ACRES WALTER MATYASTIK AND SPOUSE DANA MATYASTIK VOL. 2959, PG. 864 D.R.J.C.T.

IRON PIPE

H.G CATLETT SURVEY ABSTRACT NO. 179

H.G. CATLETT SURVEY ABSTRACT NO. 184

CITY OF BURLESON

CITY OF BURLESON ETJ

9

10

11

BLOCK 1 WILDWOOD ESTATES VOL. 439, PG. 643 P.R.J.C.T.

WILDWOOD LN

BLOCK 4 WILDWOOD ESTATES VOL. 439, PG. 643 P.R.J.C.T.

6-B

7-B

CALLED 55.764 ACRES MATYASTIK CAPITAL LLC INST. NO. 2021-14832 O.R.J.C.T.

UNITED ELECTRIC COOPERATIVE SERVICES, INC. 30' UTILITY EASEMENT & R.O.W. INST. NO. 2009-25033, 2009-25034, 2009-25035, 2009-25036 O.P.R.J.C.T.

P.O.C.
1/2" IRFC
"RPLS 5544"

S44°50'13"W 561.05'

CITY OF BURLESON 20' SANITARY SEWER LINE EASEMENT INST. No. 1999-16257 O.P.R.J.C.T.

TEXAS POWER & LIGHT CO 50' EASEMENT INST. No. 1913-389332 O.P.R.J.C.T.

TEXAS POWER & LIGHT CO 70' EASEMENT INST. No. 1972-90146334 O.P.R.J.C.T.

TEXAS MIDSTREAM GAS SERVICES 20' PIPELINE EASEMENT & R.O.W. INST. NO. 2008-43777, 2008-43778, 2008-43779, 2008-43780 O.P.R.J.C.T.

S45°09'47"E 310.00'

P.O.B.
STATE PLANE COORDINATES:
N:6866209.58
E:2321434.67

S44°50'13"W 1626.51'

N38°00'33"E 400.00'

S51°59'27"E 400.00'

LOT 19, BLOCK X
3.673 ACRES
160,000 SQ. FT.
PORTION OF TRACT 1 - CALLED 54.535 ACRES MATYASTIK CAPITAL, LLC INST. NO. 2021-14829 O.R.J.C.T.
ZONING: A

N51°59'27"W 400.00'

S38°00'33"W 400.00'

TEXAS MIDSTREAM GAS SERVICES 20' PIPELINE EASEMENT & 30' X 40' SURFACE SITE INST. NO. 2008-43777, 2008-43778, 2008-43779, 2008-43780 O.P.R.J.C.T.

UNSHADED ZONE X

SHADED ZONE X

ZONE AE

FLOODWAY ZONE AE

5/8" IRFC (RED CAP)

REMAINDER OF TRACT 1 - CALLED 54.535 ACRES MATYASTIK CAPITAL, LLC INST. NO. 2021-14829 O.R.J.C.T.
ZONING: A

TEXAS MIDSTREAM GAS SERVICES 20' PIPELINE EASEMENT & R.O.W. INST. NO. 2008-43777, 2008-43778, 2008-43779, 2008-43780 O.P.R.J.C.T.

TRACT 1 - CALLED 20 ACRES JOHNSON COUNTY SPECIAL UTILITY DISTRICT INST. NO. 200900032098 O.P.R.J.C.T.

UNSHADED ZONE X

PRIVATE 60' INGRESS AND EGRESS ROADWAY EASEMENT INST. No. 2016-17516 O.P.R.J.C.T.

CITY OF BURLESON 20' SANITARY SEWER LINE EASEMENT INST. No. 1999-16257 O.P.R.J.C.T.

TEXAS MIDSTREAM GAS SERVICES 20' PIPELINE EASEMENT & R.O.W. INST. NO. 2008-43777, 2008-43778, 2008-43779, 2008-43780 O.P.R.J.C.T.

UNITED ELECTRIC COOPERATIVE SERVICES, INC. 30' UTILITY EASEMENT & R.O.W. INST. NO. 2009-25033, 2009-25034, 2009-25035, 2009-25036 O.P.R.J.C.T.

TEXAS POWER & LIGHT CO 50' EASEMENT INST. No. 1913-389332 O.P.R.J.C.T.

TEXAS POWER & LIGHT CO 70' EASEMENT INST. No. 1972-90146334 O.P.R.J.C.T.

CALLED 0.552 ACRE MOUNTAIN VALLEY JOINT VENTURE VOL. 2581, PG. 926 O.P.R.J.C.T.

N45°02'45"W 204.45'

1/2" IRFC "RPLS 5544"

H.G. CATLETT SURVEY ABSTRACT NO. 184

JAMES M. MOORE SURVEY ABSTRACT NO. 620

CALLED 9.848 ACRES MOUNTAIN VALLEY JOINT VENTURE VOL. 1961, PG. 57 O.P.R.J.C.T.

ZONING: PD

1" IRF

MOUNTAIN VALLEY JOINT VENTURE VOL. 1892, PG. 294 O.P.R.J.C.T.

TRACT ONE

ZONING: PD

TRACT 2 - CALLED 12.849 ACRES JOHNSON SPECIAL UTILITY DISTRICT INST. NO. 200900032098 O.P.R.J.C.T.

ZONING: A

ZONE AE

SHADED ZONE X

UNSHADED ZONE X

6" IRF

1" IRF

CITY OF BURLESON

CITY OF BURLESON ETJ

CITY OF BURLESON

EOG RESOURCES, INC. 20' PIPELINE EASEMENT VOL. 4288, PG. 814 VOL. 4352, PG. 414 O.P.R.J.C.T.

UNITED ELECTRIC COOPERATIVE SERVICES, INC. 30' UTILITY EASEMENT & R.O.W. INST. NO. 2009-25033, 2009-25034, 2009-25035, 2009-25036 O.P.R.J.C.T.

CALLED 96.096 ACRES B & L ENTERPRISES VOL. 2177, PG 477 O.P.R.J.C.T.

CALLED 22.50 ACRES LARRY L. ROBERTS & MELODY J. ROBERTS INST. NO. 2005-21171 O.P.R.J.C.T.

CITY OF BURLESON

CITY OF BURLESON ETJ

CITY OF BURLESON

CITY OF BURLESON ETJ

IRON PIPE

OWNERS CERTIFICATE

STATE OF TEXAS §

COUNTY OF JOHNSON §

WHERE AS MATYASTIK CAPITAL LLC, is the rightful owner of a tract of land situated in the H.G. Catlett Survey, Abstract No. 184, City of Burleson, Johnson County, Texas and being a portion of a called 54.535 acre tract of land described as Tract 1 in a Special Warranty Deed with Vendor's Lien to Matyastik Capital LLC, as recorded in Instrument No. 2021-14829 of the Official Records of Johnson County, Texas, and being more particularly described as follows:

COMMENCING at a 1/2 inch iron rod with plastic cap stamped "RPLS 5544" found for the northwest corner of said Tract 1, common to the northeast corner of a called 55.764 acre tract of land described in a deed to Matyastik Capital LLC, as recorded in Instrument No. 2021-14832 of the Official Records of Johnson County, Texas, same being on the southwesterly line of a called 96.096 acre tract of land described in a deed to B & L Enterprises, as recorded in Volume 2177, Page 477 of the Official Public Records of Johnson County, Texas;

THENCE South 44°50'13" West, departing the southwesterly line of said 96.096 acre tract, along the northwesterly line of said Tract 1 and the southeasterly line of said 55.764 acre tract, a distance of 561.05 feet to a point for corner;

THENCE South 45°09'47" East, departing the northwesterly line of said Tract 1 and the southwesterly line of said 55.764 acre tract, and crossing said Tract 1, a distance of 310.00 feet to the **POINT OF BEGINNING** of the herein described tract;

THENCE South 51°59'27" East, continuing across said Tract 1, a distance of 400.00 feet to a point for corner;

THENCE South 38°00'33" West, continuing across said Tract 1, a distance of 400.00 feet to a point for corner;

THENCE North 51°59'27" West, continuing across said Tract 1, a distance of 400.00 feet to a point for corner;

THENCE North 38°00'33" East, continuing across said Tract 1, a distance of 400.00 feet to the **POINT OF BEGINNING** and containing 3.673 acres (160,000 square feet) of land, more or less.

OWNER'S DEDICATION

STATE OF TEXAS §

COUNTY OF JOHNSON §

KNOW ALL MEN BY THESE PRESENTS:

That We, **MATYASTIK CAPITAL LLC**, Owners, do hereby adopt this plat designating the hereinbefore described property as **WILSHIRE SUBSTATION**, an Addition to the City of Burleson, Johnson County, Texas, and do hereby dedicate to the public use forever all streets, rights-of-way, alleys and easements shown thereon. The City or any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths in which any way endanger or interfere with the construction, maintenance or efficiency of its respective systems on any of these easements, and the City or any public utility shall at all times have the right of ingress and egress to and from and upon the said easement for the purpose of constructing, reconstructing, inspecting, and patrolling, without the necessity at any time of procuring the permission of anyone. This plat approved subject to all platting ordinances, rules, regulations, and resolutions of the City of Burleson, Texas.

WITNESS MY HAND, this _____ day of _____, 20____.

BY: _____

By: _____
Signature

By: _____
Title

STATE OF TEXAS §

COUNTY OF _____ §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared (owner), known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein.

WITNESS MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____ , 20 _____ .

_____
Notary Public in and for the State of Texas

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

By: _____
Mayor

By; _____
City Secretary

SURVEYOR'S CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS:

I, Sylviana Gunawan, do hereby certify that I prepared this plat from an actual and accurate survey of the land, and that the corner monuments shown thereon were properly placed under my supervision.

_____
Sylviana Gunawan
Registered Professional Land Surveyor No. 6461
6160 Warren Pkwy., Suite 210
Frisco, Texas 75034
PH. 972-335-3580
sylviana.gunawan@kimley-horn.com

PRELIMINARY
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

STATE OF TEXAS §

COUNTY OF COLLIN §

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared Sylviana Gunawan, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 20____.

_____
Notary Public, State of Texas

FINAL PLAT
WILSHIRE SUBSTATION
LOT 19, BLOCK X
3.673 ACRES
H.G. CATLETT SURVEY
ABSTRACT NO. 184
CITY OF BURLESON
JOHNSON COUNTY, TEXAS
CASE NO. 22-046

LEGEND

O.P.R.J.C.T.	OFFICIAL PUBLIC RECORDS OF JOHNSON COUNTY, TEXAS
O.R.J.C.T.	OFFICIAL RECORDS OF JOHNSON COUNTY, TEXAS
IRSC	5/8" IRON ROD W/ "KHA" CAP SET
IRFC	IRON ROD WITH CAP FOUND
PKS	PK NAIL SET
PKF	PK NAIL FOUND
IRF	IRON ROD FOUND
XS	"X" CUT IN CONCRETE SET
XF	"X" CUT IN CONCRETE FOUND
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING

LINE TYPE LEGEND

	BOUNDARY LINE
	EASEMENT LINE
	APPROXIMATE ABSTRACT SURVEY LINE
	ADJOINER LINE
SS	SANITARY SEWER LINE
	STORM SEWER LINE
GAS	UNDERGROUND GAS LINE
OHE	OVERHEAD UTILITY LINE
UGE	UNDERGROUND ELECTRIC LINE
UGT	UNDERGROUND TELEPHONE LINE
	FENCE
	CONCRETE PAVEMENT
	ASPHALT PAVEMENT

OWNER:
MATYASTIK CAPITAL, LLC
1520 THOMAS PLACE
FORT WORTH, TX 76107

DEVELOPER:
ONCOR
115 WEST 7TH STREET, SUITE 505
FORT WORTH, TX 76102
Ph: 817-215-6061
Contact: Jill L. Alvarez

SURVEYOR: Kimley»Horn
6160 Warren Parkway, Suite 210 Tel. No. (972) 335-3580
Frisco, Texas 75034 FIRM # 10193822 Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 200'	MS	KHA	Apr. 2022	064424919	1 OF 1

DWG NAME: K:\FRL_SURVEY\064424919-ONCOR WILSHIRE\DWG\064424919-ONCOR WILSHIRE FINAL PLAT.DWG PLOTTED BY GUNAWAN, SYLVIANA 4/19/2022 4:08 PM LAST SAVED 4/19/2022 4:07 PM

City of Burleson

City Council

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

AGENDA INFORMATION SHEET

DEPARTMENT: **Development Services**

DATE: **06/20/2022**

SUBJECT

Consider approval of a replat of Prairie Timber Estates, Lots 9R-1 and 9R-2, Block 8, addressed as 545 Bonnards Peak Rd, located directly southwest of the intersection of Bonnard's Peak Rd and Prairie Timber Rd. (Case 22-055) *(Staff Contact: Tony McIlwain, Director of Development Services) (The Planning and Zoning Commission recommended approval by unanimous vote)*

Attachments

Department Memo
Location Map
Replat

Respectfully submitted:

Tony McIlwain
Development Services Director
817-247-9684

DEPARTMENT MEMO

DEPARTMENT: Development Services

FROM: Tony McIlwain

MEETING: June 20, 2022

SUBJECT:

Replat of Prairie Timber Estates, Lots 9R-1 and 9R-2, Block 8, addressed as 545 Bonnards Peak Rd, located directly southwest of the intersection of Bonnard's Peak Rd and Prairie Timber Rd. (Case 22-055) *(Staff Contact: Tony McIlwain, Director of Development Services) (The Planning and Zoning Commission recommended approval by unanimous vote)*

SUMMARY:

On April 4, 2022, an application for a replat, including 2.129-acres was submitted by Matthew Hayden with Trans Texas Surveying and Mapping (Applicant) on behalf of Allan and Leidy Cardozo (owners). The purpose of this replat is to subdivide Lot 9R into two single-family residential lots.

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

OPTIONS:

1. Approve the replat
2. Deny the replat

RECOMMENDATION:

Recommend approval of the replat for Prairie Timber Estates, Lots 9R-1 and 9R-2, Block 8, addressed as 545 Bonnards Peak Rd, located directly southwest of the intersection of Bonnard's Peak Rd and Prairie Timber Rd. (Case 22-055)

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

May 24, 2022: Planning and Zoning Commission recommended approval unanimously via consent.

FISCAL IMPACT:

None

PUBLIC NOTIFICATION:

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

STAFF CONTACT:

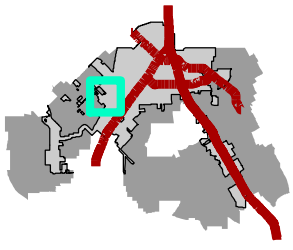
Name: Tony McIlwain
Department: Development Services
Email: tmcilwain@burlesontx.com
Phone: 817-426-9684



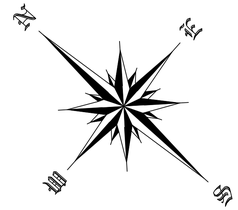
Prairie Timber Estates

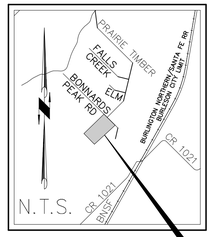
Replat
Case 22-055

THE CITY OF BURLESON TEXAS



Vicinity Map





VICINITY MAP
(NOT TO SCALE)

PROJECT SITE

0' 50' 100' 150'

LEGEND

IRS	IRON ROD SET WITH A CAP STAMPED "TRANS TEXAS SURVEYING"
IRF	IRON ROD FOUND
CIRF	CAPPED IRON ROD FOUND
(C.M.)	CONTROLLING MONUMENT
D.E.	DRAINAGE EASEMENT
U.E.	UTILITY EASEMENT

PRE DIRECTION	STREET NAME	STREET TYPE	ROW (ACRES)
BONNARDS PEAK	1902	ROAD	–

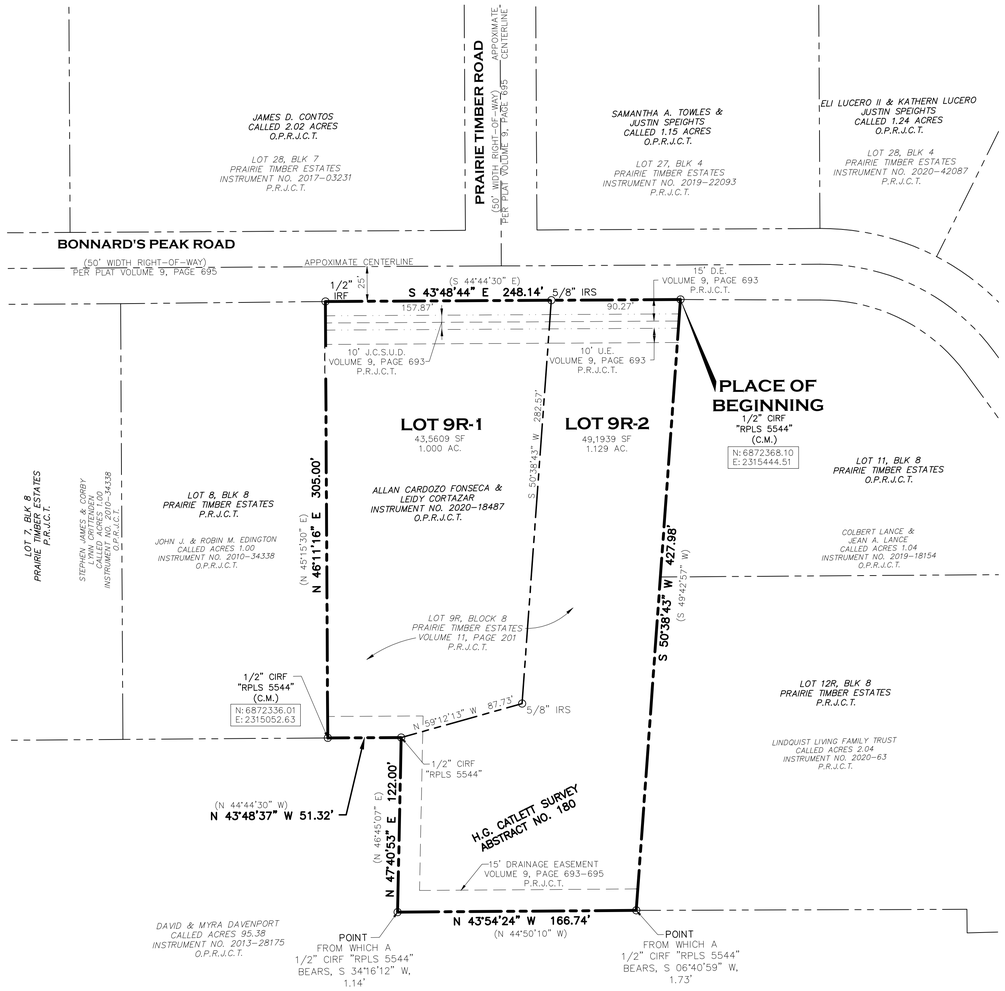
NOTES:

1. *ALL BEARINGS AND COORDINATES SHOWN HEREON ARE CORRELATED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202), NAD83 (2011).*
2. *THE SURVEY PERFORMED ON THE GROUND OF THE SUBJECT PROPERTY AND THE PREPARATION OF A DEPICTION OF THE RESULTS THEREOF ON THIS FINAL PLAT AND PROPERTY DESCRIPTION WERE PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE, THEREFORE THERE MAY BE EASEMENTS OR OTHER MATTERS THAT COULD EXIST AND ARE NOT SHOWN.*
3. *UTILITY PROVIDERS:*

   WATER SERVICE PROVIDED BY JOHNSON COUNTY SPECIAL UTILITY DISTRICT PHONE 817–760–5206.
4. *SEWER SERVICE IS PROVIDED CITY OF BURLESON PHONE 817–426–9830.*
5. *THIS PROPERTY IS LOCATED IN THE CITY OF BURLESON, JOHNSON COUNTY, TEXAS*
6. *BUILDING SETBACK LINES TO BE OBTAINED FROM THE CITY OF BURLESON.*
7. *( ) DENOTES RECORD DATA.*
8. *ON–SITE SEWAGE FACILITY PERFORMANCE CANNOT BE GUARANTEED EVEN THOUGH ALL PROVISIONS OF THE RULES OF CITY OF BURLESON, TEXAS FOR PRIVATE SEWAGE FACILITIES ARE COMPLIED WITH.*
9. *A MINIMUM OF 1 ACRE PER RESIDENTIAL STRUCTURE IS REQUIRED FOR ON–SITE SEWAGE FACILITIES (SEPTIC SYSTEMS). IF MORE THAN ONE STRUCTURE IS PROPOSED FOR CONSTRUCTION ON A LOT IN THE FUTURE, RE–PLATTING MAY BE REQUIRED.*
10. *ANY STRUCTURE(S) LOCATED GREATER THAN 150 FEET FROM A PUBLIC ROADWAY OR FIRE LANE SHALL HAVE AN ALL–WEATHER SURFACE DRIVE THAT WILL SUPPORT 80,000 LBS FOR EMERGENCY VEHICLES TO ACCESS THE STRUCTURE(S).*
11. *INSPECTION AND/OR ACCEPTANCE OF A PRIVATE SEWAGE FACILITY BY THE CITY OF BURLESON PUBLIC WORKS DEPARTMENT SHALL INDICATE ONLY THAT THE FACILITY MEETS MINIMUM REQUIREMENTS AND DOES NOT RELIEVE THE OWNER OF THE PROPERTY FROM COMPLYING WITH COUNTY, STATE AND FEDERAL REGULATIONS. PRIVATE SEWAGE FACILITIES, ALTHOUGH APPROVED AS MEETING MINIMUM STANDARDS, MUST BE UPGRADED BY THE OWNER AT THE OWNER'S EXPENSE IF NORMAL OPERATION OF THE FACILITY RESULTS IN OBJECTIONABLE ODORS, IF UNSANITARY CONDITIONS ARE CREATED, OR IF THE FACILITY WHEN USED DOES NOT COMPLY WITH GOVERNMENTAL REGULATIONS.*
12. *A PROPERLY DESIGNED AND CONSTRUCTED PRIVATE SEWAGE FACILITY SYSTEM, IN SUITABLE SOIL, CAN MALFUNCTION IF THE AMOUNT OF WATER IT IS REQUIRED TO DISPOSE OF IS NOT CONTROLLED. IT WILL BE THE RESPONSIBILITY OF THE LOT OWNER TO MAINTAIN AND OPERATE THE PRIVATE SEWAGE FACILITY IN A SATISFACTORY MANNER.*
13. *ACCORDING TO THE FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NO. 48251C0050 J DATED DECEMBER 4, 2012. THE SUBJECT PROPERTY IS LOCATED WITHIN THE FOLLOWING ZONES:*

    ZONE X – AREAS DETERMINED TO BE OUTSIDE THE 500–YEAR FLOODPLAIN.

    THIS SURVEYOR ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF SAID FEMA FLOOD INSURANCE RATE MAP.
14. *THIS PLAT DOES NOT ALTER OR REMOVE EXISTING DEED RESTRICTIONS OR COVENANTS, IF ANY, ON THIS PROPERTY.*
15. *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.*
16. *FOR ALL SINGLE–FAMILY DETACHED AND DUPLEX RESIDENCES, EXCLUDING TOWNHOUSES AND APARTMENTS, FIRE HYDRANTS SHALL BE SPACED TO HAVE A FIRE HOSE LAYING DISTANCE OF NO GREATER THAN 500 FEET. THE FIRE HOSE LAYING DISTANCE IS MEASURED BY THE LAYING OF FIRE APPARATUS HOSE LINES ALONG THE RIGHT–OF–WAY OR ACCESS EASEMENTS FROM THE NEAREST WATER SUPPLY ON A STREET TO THE MAIN ENTRANCE OF THE BUILDING.*
17. *FOR COMMERCIAL BUILDINGS, FIRE HYDRANTS SHALL BE SPACED TO HAVE A FIRE HOSE LAY DISTANCE OF NO GREATER THAN 300 FEET. THE FIRE HOSE LAYING DISTANCE IS MEASURED BY THE LAYING OF FIRE APPARATUS HOSE LINES ALONG THE RIGHT–OF–WAY OR ACCESS EASEMENTS FROM THE NEAREST WATER SUPPLY ON A STREET TO THE MAIN ENTRANCE OF THE BUILDING.*
18. *THE MINIMUM FIRE FLOW REQUIREMENTS FOR ONE– AND TWO–FAMILY DWELLINGS HAVING A FIRE–FLOW CALCULATION AREA WHICH DOES NOT EXCEED 3,600 SQUARE FEET SHALL BE 1,500 GALLONS PER MINUTE. FIRE FLOW AND FLOW DURATION FOR DWELLINGS HAVING A FIRE–FLOW CALCULATION AREA IN EXCESS OF 3,600 SQUARE FEET SHALL NOT BE LESS THAN THAT SPECIFIED IN TABLE B105.1 OF THE MOST CURRENT ADOPTED INTERNATIONAL FIRE CODE.*
19. *ALL FIRE HYDRANTS MUST PROVIDE A MINIMUM OF 35 PSI STATIC PRESSURE AND A 20 PSI RESIDUAL PRESSURE.*
20. *THE MINIMUM FIRE FLOW AND FLOW DURATION FOR BUILDINGS OTHER THAN ONE–AND TWO–FAMILY DWELLING SHALL BE AS SPECIFIED THE MOST CURRENT ADOPTED INTERNATIONAL FIRE CODE.*
21. *THE RIGHT–OF–WAY DEDICATION IS GRANTED IN FEE SIMPLE TO THE CITY OF BURLESON FOR USE AS STORM WATER, PUBLIC UTILITY, PEDESTRIAN, OR OTHER PUBLIC PURPOSES.*
22. *THE CITY OF BURLESON IS NOT RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, OPERATION, MAINTENANCE, OR USE OF ANY NATURAL CREEK AND ASSOCIATED DRAINAGE EASEMENTS, HEREINAFTER REFERRED TO AS "FEATURE." DEVELOPER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY OF BURLESON, ITS OFFICERS, EMPLOYEES AND AGENTS FROM ANY DIRECT OR INDIRECT LOSS, DAMAGE, LIABILITY OR EXPENSE AND ATTORNEYS' FEES FOR ANY NEGLIGENCE WHATSOEVER, ARISING OUT OF THE DESIGN, CONSTRUCTION, OPERATION MAINTENANCE, CONDITION OR USE OF THE FEATURE INCLUDING ANY NON–PERFORMANCE OF THE FOREGOING. DEVELOPER WILL REQUIRE ANY SUCCESSOR IN INTEREST TO ACCEPT FULL RESPONSIBILITY AND LIABILITY FOR THE FEATURE. ALL OF THE ABOVE SHALL BE COVENANTS RUNNING WITH THE LAND. IT IS EXPRESSLY CONTEMPLATED THAT DEVELOPER SHALL IMPOSE THESE COVENANTS UPON LOT(S) 3 ABUTTING, ADJACENT OR SERVED BY THE FEATURE THE FULL OBLIGATION AND RESPONSIBILITY OF MAINTAINING AND OPERATING SAID FEATURE.*
23. *NO FENCES OR OTHER STRUCTURES WILL BE ALLOWED WITHIN THE STATE OF TEXAS (DRAINAGE CHANNEL) 30' RIGHT–OF–WAY EASEMENT.*
24. *PROPERTY IS ZONED C1–REAL, VACANT LOTS/TRACTS–RESIDENTIAL.*
25. *THE 20' EASEMENT TO J.C.S.U.D. AS RECORDED IN VOLUME 4541, PAGE 298, O.P.R.J.C.T. CONTAINS A DESCRIPTION OF A TRACT OF LAND THAT INCLUDES THE SUBJECT PROPERTY. THIS SURVEYOR CANNOT ACCURATELY DEFINE THE LOCATION OF THE 20' WIDE EASEMENT DESCRIBED THEREIN.*
26. THIS PROPERTY IS ZONED PD, PLANNED DEVELOPMENT (D–061–06), PRAIRIE TIMBER ESTATES.
27. THE PURPOSE OF THE REPLATE IS FOR SINGLE FAMILY RESIDENTIAL.



LEGAL DESCRIPTION

BEING A TRACT OF LAND LOCATED IN THE H.G. CATLETT SURVEY, ABSTRACT NO. 180, JOHNSON COUNTY, TEXAS AND BEING ALL OF THE LAND CONVEYED TO ALLAN CARDOZO FONSECA AND LEIDY CORTAZAR, AS DESCRIBED IN A DEED RECORDED IN INSTRUMENT NO. 2020–18487, OFFICIAL PUBLIC RECORDS, JOHNSON COUNTY, TEXAS (O.P.R.J.C.T.) ALSO KNOWN AS ALL OF LOT 9R, PRAIRIE TIMBER ESTATES, ACCORDING TO THE PLAT RECORDED IN VOLUME 11, PAGE 201, (SLIDE D–105) PLAT RECORDS, JOHNSON COUNTY, TEXAS (P.R.J.C.T.) BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH A CAP STAMPED "RPLS 5544" FOUND IN THE SOUTH LINE OF A BONNARD'S PEAK ROAD, FOR THE NORTHEAST CORNER OF SAID LOT 9R AND BEING THE NORTHWEST CORNER OF LOT 11, BLOCK 8, PRAIRIE TIMBER ESTATES, ACCORDING TO THE PLAT RECORDED IN VOLUME 9, PAGE 693–695, P.R.J.C.T.;

THENCE, S 50°38'43" W, A DISTANCE OF 427.98 FEET TO A POINT IN THE NORTH LINE OF A TRACT OF LAND CONVEYED TO DAVID DAVENPORT & MYRA DAVENPORT, AS DESCRIBED IN A DEED RECORDED IN INSTRUMENT NO. 2013–28175, O.P.R.J.C.T., FOR THE SOUTHEAST CORNER OF SAID LOT 9R AND BEING THE SOUTHWEST CORNER OF LOT 12R, BLOCK 8, PRAIRIE TIMBER ESTATES, ACCORDING TO THE PLAT RECORDED IN INSTRUMENT NO. 2020–63, (SLIDE E–207) P.R.J.C.T., FROM WHICH A 1/2" IRON ROD WITH A CAP STAMPED "RPLS 5544" FOUND BEARS, S 06°40'59" W, A DISTANCE OF 1.73 FEET;

THENCE, WITH THE COMMON LINE BETWEEN SAID LOT 9R AND SAID DAVENPORT TRACT, THE FOLLOWING BEARINGS AND DISTANCES:

N 43°54'24" W, A DISTANCE OF 166.74 FEET TO A POINT FOR THE SOUTHWEST CORNER OF SAID LOT 9R, FROM WHICH A 1/2" IRON ROD WITH A CAP STAMPED "RPLS 5544" BEARS, S 34°16'12" W, A DISTANCE OF 1.14 FEET;

N 47°40'53" E, A DISTANCE OF 122.00 FEET TO A 1/2" IRON ROD WITH A CAP STAMPED "RPLS 5544" FOUND;

N 43°48'37" W, A DISTANCE OF 51.32 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 8, BLOCK 8, PRAIRIE TIMBER ESTATES, ACCORDING TO THE PLAT RECORDED IN VOLUME 9, PAGE 693–695, P.R.J.C.T.,;

THENCE, N 46°11'16" E, A DISTANCE OF 305.00 FEET TO A 1/2" IRON ROD FOUND IN THE SOUTH LINE OF SAID BONNARD'S PEAK ROAD, FOR THE NORTHWEST CORNER OF SAID LOT 9R AND BEING THE NORTHEAST CORNER OF SAID LOT 8;

THENCE, S 43°48'44" E, WITH THE SOUTH LINE OF SAID BONNARD'S PEAK ROAD AND WITH THE NORTH LINE OF SAID LOT 9R, A DISTANCE OF 248.14 FEET TO **THE PLACE OF BEGINNING AND CONTAINING 2.129 ACRES OF LAND**.

KNOW ALL MEN BY THESE PRESENTS:

THAT ALLAN CARDOZO FONSECA AND LEIDY CORTAZAR DO HEREBY ADOPT THIS PLAT DESIGNATING THE HEREINBEFORE DESCRIBED PROPERTY AS LOTS 9R–1 & 9R–2, BLOCK 8, PRAIRIE TIMBER ESTATES, AN ADDITION TO THE CITY OF BURLESON, JOHNSON COUNTY, TEXAS, AND DO HEREBY DEDICATE TO THE PUBLIC USE FOREVER ALL STREETS, RIGHTS–OF–WAY, ALLEYS AND EASEMENTS SHOWN THEREON. THE CITY OR ANY PUBLIC UTILITY SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR PART OF ANY BUILDINGS, FENCES, TREES, SHRUBS OR OTHER IMPROVEMENTS OR GROWTHS IN WHICH ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE OR EFFICIENCY OF ITS RESPECTIVE SYSTEMS ON ANY OF THESE EASEMENTS, AND THE CITY OR ANY PUBLIC UTILITY SHALL AT ALL TIMES HAVE THE RIGHT OF INGRESS AND EGRESS TO AND FROM AND UPON THE SAID EASEMENT FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, AND PATROLLING, WITHOUT THE NECESSITY AT ANY TIME OF PROCURING THE PERMISSION OF ANYONE. THIS PLAT APPROVED SUBJECT TO ALL PLATTING ORDINANCES, RULES, REGULATIONS, AND RESOLUTIONS OF THE CITY OF BURLESON, TEXAS.

BY: _____
ALLAN CARDOZO FONSECA

BY: _____
LEIDY CORTAZAR

STATE OF TEXAS
COUNTY OF JOHNSON

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

WITNESS MY HAND AND SEAL OF OFFICE, THIS_____ DAY OF_____ 2022.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS
COUNTY OF JOHNSON

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

WITNESS MY HAND AND SEAL OF OFFICE, THIS_____ DAY OF_____ 2022.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

APPROVED BY THE CITY COUNCIL OF BURLESON, TEXAS

THIS THE _____ DAY OF _____, 20__

BY: _____
MAYOR

BY: _____
CITY SECRETARY

PLAT RECORDED IN

YEAR _____ INSTRUMENT #_____

DRAWER_____ SLIDE _____

_____
DATE

_____
COUNTY CLERK, JOHNSON COUNTY, TEXAS

_____
DEPUTY

"VOID UNLESS RECORDED IN THE PLAT RECORDS OF JOHNSON COUNTY, WITHIN FIVE (5) YEARS OF THE DATE OF APPROVAL BY THE CITY."

SURVEYOR'S CERTIFICATION

THAT I, ROBERT L. YOUNG, DO CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND ON JUNE 28, 2021 AND THAT THE CORNER MONUMENTS SHOWN THEREON AS SET WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REQUIREMENTS OF THE CITY OF BURLESON.

PRELIMINARY, FOR REVIEW PURPOSES ONLY. NOT TO BE RECORDED FOR ANY REASON.

_____
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5400

OWNER:
ALLAN CARDOZO FONSECA &
LEIDY CORTAZAR
545 BONNARDS PEAK ROAD
BURLESON, TEXAS 76028
PHONE: 817–546–8340

CASE 22-055
APRIL 2022

REPLAT PLAT
SHOWING

LOT 9R-1 AND 9R-2, BLOCK 8 PRAIRIE TIMBER ESTATES AN ADDITION TO THE CITY OF BURLESON, JOHNSON COUNTY, TEXAS

BEING A REPLAT OF LOT 9R, BLOCK 8
PRAIRIE TIMBER ESTATES
ACCORDING TO THE PLAT RECORDED IN
VOLUME 11, PAGE 201
PLAT RECORDS, JOHNSON COUNTY, TEXAS

TBPLS NO. 10122700
TRANS TEXAS SURVEYING & MAPPING
401 N. NOLAN RIVER ROAD
CLEBURNE, TEXAS 76033
OFFICE: 817-556-3440
FAX: 817-556-3545
www.transtexassurveying.com

Scale: 1"=50'	Date: 04/20/2022	DWG: 20210119–FINAL PLAT
Drawn: MLH	Checked: LGP	Job: 20210119

City of Burleson

City Council

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

AGENDA INFORMATION SHEET

DEPARTMENT:	**Economic Development**
DIRECTOR:	**Alex Philips**
DATE:	**06/20/2022**

SUBJECT

Consider approval of a minute order ratifying a resolution authorizing an amendment to the land sale contract with Pisces Highpoint Commerce Center LP as successor-in-interest to IV3 Logistics Acquisition, LLC, to sell 5.79 acres of land situated in Lot 1R1, Block 7 Highpoint Business Park of Burleson, an addition in the City of Burleson, Johnson County, Texas near the intersection of Vantage Drive and Cirrus Drive for a contract extension. *(Staff contact: Alex Philips, Economic Development Director)*

Attachments

Department Memo
Staff Presentation
4A Resolution
First Amendment - Land Sale Contract
Original Contract

Respectfully submitted:

Drew Pennywell
EDC Project Manager
x9638

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 resolution authorizing an amendment to the land sale contract with IV3 Logistics Acquisition, LLC, to sell 5.79 acres of land situated in Lot 1R1, Block 7 Highpoint Business Park of Burleson, an addition in the City of Burleson, Johnson County, Texas near the intersection of Vantage Drive and Cirrus Drive for a contract extension. (*Staff Contact: Alex Philips, Economic Development Director)*

SUMMARY:

On April 18, 2022, the 4A Board entered a land sale contract with IV3 Logistics Acquisition, LLC for the purchase of approximately 5.79 acres of real estate generally described to be located at the intersection of Vantage Drive and Cirrus Drive located in Highpoint Business Park, City of Burleson, Johnson County, Texas. IV3 intends to construct an approximately 112,000 square foot speculative building on the property for industrial users. The details of the contract are the following:

- Purchase Price is $630,500
- Close on the property prior to June 30, 2022
- The Burleson Economic Development Corporation would have the right to repurchase if commencement of construction has not started within 12 months after closing date

IV3 Logistics Acquisitions, LLC has requested a 45-day extension to the land sale contract for more time to conduct due diligence. The 4A board should expect a subsequent amendment to the contract to resolve any issues discovered during the due diligence period. The new due diligence period will end on August 5, 2022.

OPTIONS:

- Approve resolution authorizing an amendment to the land sale contract with IV3 Logistics Acquisition, LLC, to sell 5.79 acres of land situated in Lot 1R1, Block 7 Highpoint Business Park of Burleson, an addition in the City of Burleson, Johnson

County, Texas near the intersection of Vantage Drive and Cirrus Drive for a contract extension.

- Deny resolution authorizing an amendment to the land sale contract with IV3 Logistics Acquisition, LLC, to sell 5.79 acres of land situated in Lot 1R1, Block 7 Highpoint Business Park of Burleson, an addition in the City of Burleson, Johnson County, Texas near the intersection of Vantage Drive and Cirrus Drive for a contract extension.

RECOMMENDATION:

Approve resolution authorizing an amendment to the land sale contract with IV3 Logistics Acquisition, LLC, to sell 5.79 acres of land situated in Lot 1R1, Block 7 Highpoint Business Park of Burleson, an addition in the City of Burleson, Johnson County, Texas near the intersection of Vantage Drive and Cirrus Drive for a contract extension.

FISCAL IMPACT:

Budgeted Y/N:

Fund Name:

Full Account #s:
Amount:

Project (if applicable):

Financial Considerations:

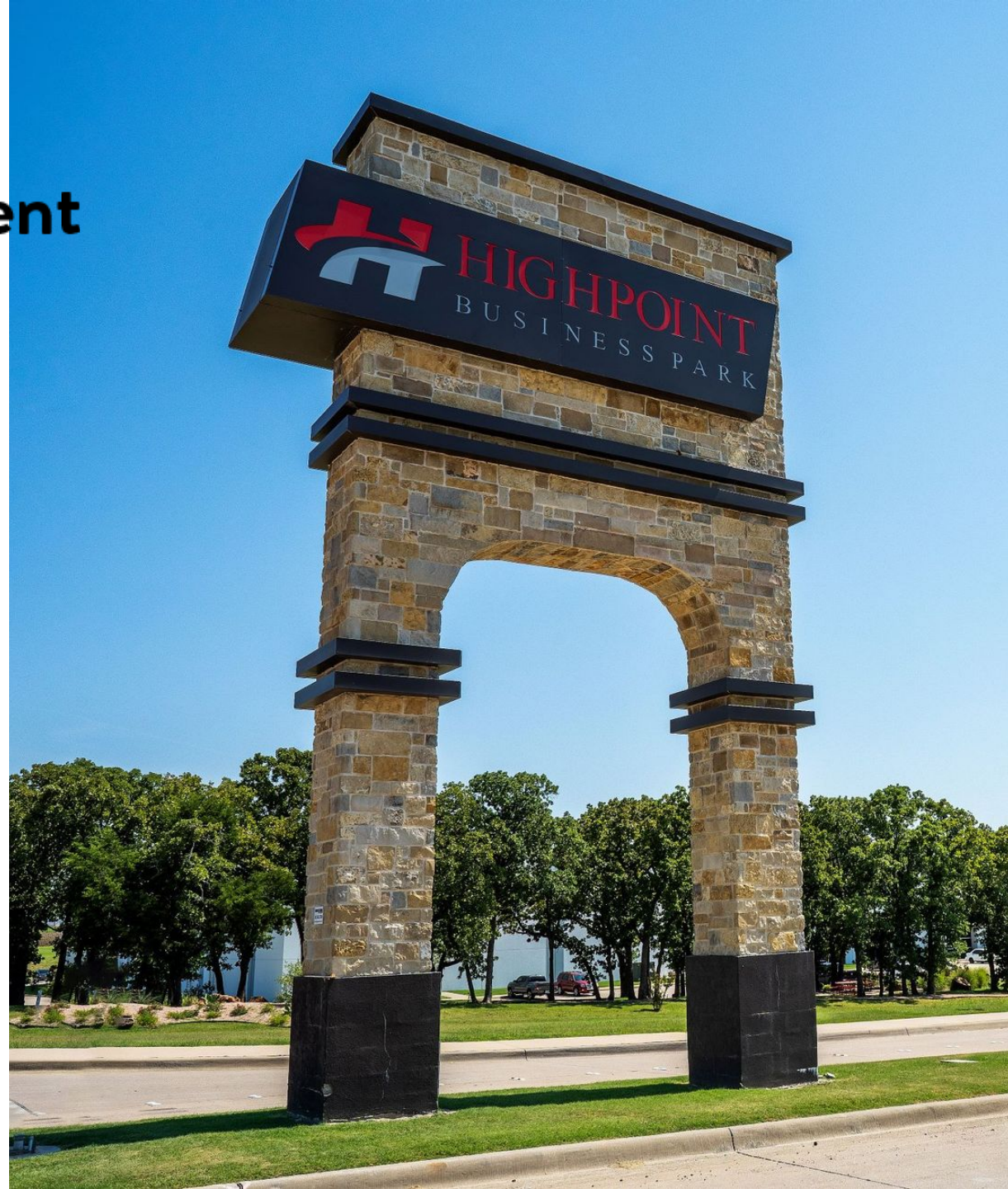
STAFF CONTACT:

Name: Alex Philips
Title: Economic Development Director
aphilips@burlesontx.com

THE CITY OF BURLESON TEXAS | Economic Development

HighPoint Business Park Land Sale

First Amendment - Contract Extension



Brookfield Land Sale

The Burleson 4A Economic Development Corporation is under contract to sell a 5.79 acre EDC owned site in HPBP

Brookfield Asset Management proposes to develop the site for speculative industrial use in a ~112,000 square foot facility

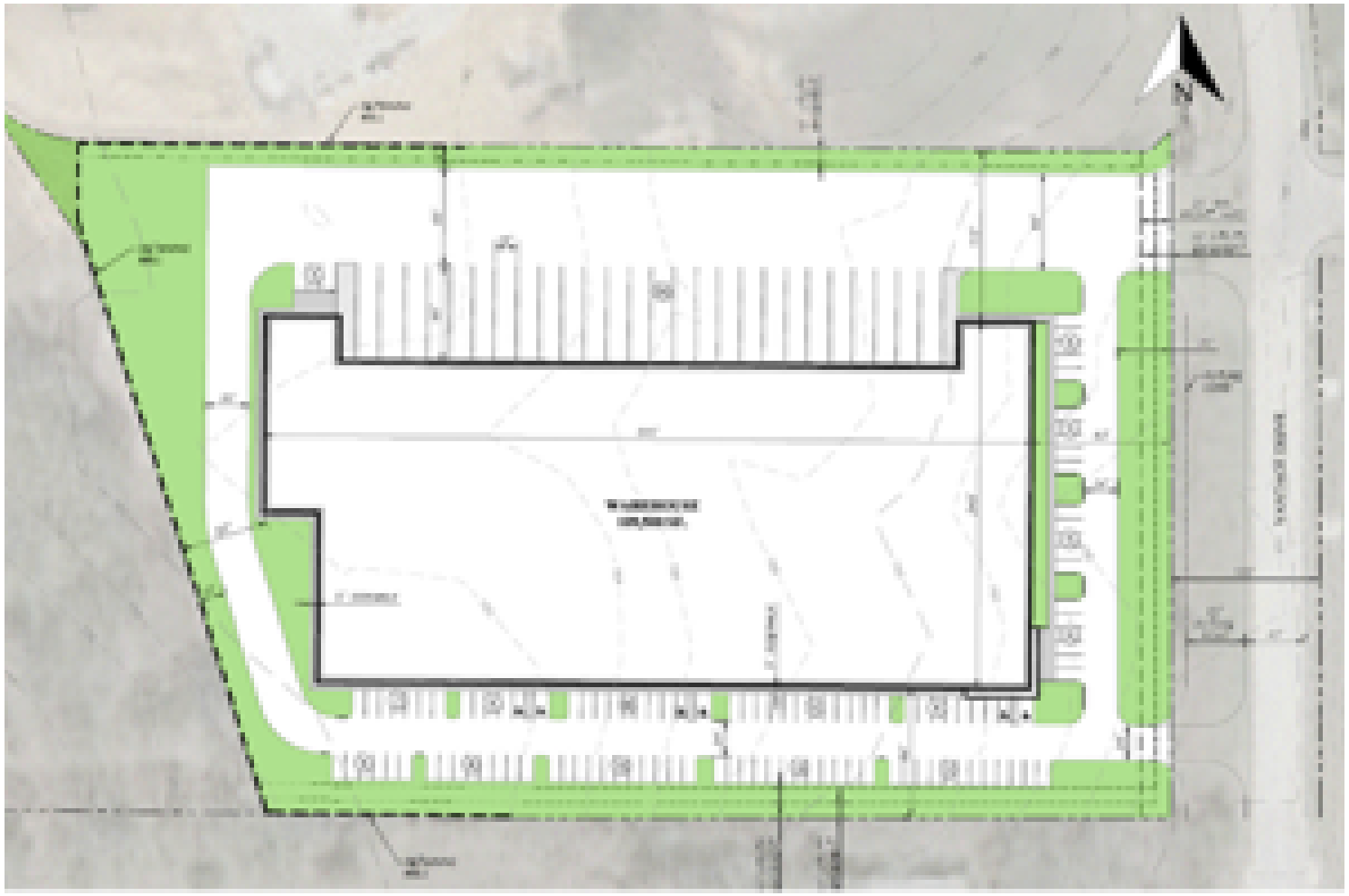
The sales price is $2.50/ft. - **$630,531.00**

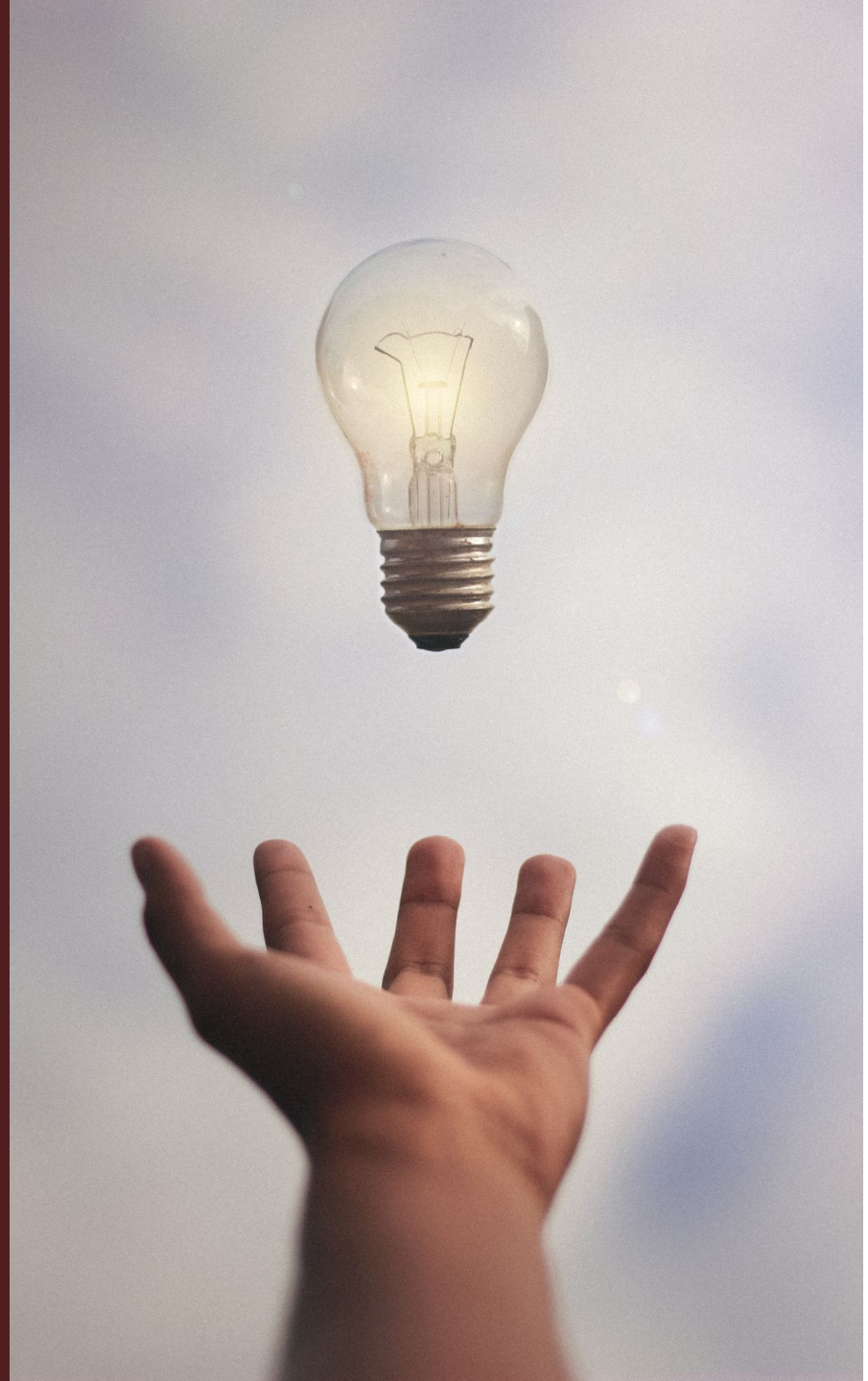
No incentives are being offered for the project



Requested Extension

- IV3 Logistics Acquisitions, LLC has requested a 45-day extension to the land sale contract for more time to conduct due diligence
- The 4A board should expect a subsequent amendment to the contract to resolve any issues discovered during the due diligence period.
- New due diligence period extended to August 5, 2022
- No other contract terms will be changed at this time





Questions/Comments

RESOLUTION 4A062022IV3

A RESOLUTION OF THE BURLESON 4A ECONMIC DEVELOPMENT CORPORATION AUTHORIZING THE BOARD PRESIDENT TO EXECUTE THE FIRST AMENDMENT TO THE CONTRACT BETWEEN THE TYPE A CORPORATION, AS SELLER, AND PISCES HIGHPOINT COMMERCE CENTER LP, AS SUCCESSOR-IN-INTEREST TO IV3 LOGISTICS ACQUISITION, LLC, AS BUYER, TO SELL FEE SIMPLE TITLE TO A 5.79 ACRE TRACT OF LAND SITUATED IN HIGHPOINT BUSINESS PARK, BURLESON, JOHNSON COUNTY, TEXAS, GENERALLY LOCATED AT THE INTERSECTION OF CIRRUS DRIVE AND VANTAGE DRIVE (THE "PROPERTY") FOR THE SALES PRICE OF $630,500.00, AND OTHER CONSIDERATION, AS PRESCRIBED IN THE REAL ESTATE CONTRACT AS AMENDED ATTACHED IN EXHIBIT "A" (THE "CONTRACT"); AUTHORIZING THE BOARD PRESIDENT TO EXECUTE ALL DOCUMENTS NECESSARY TO CLOSE ON THE CONTRACT; AUTHORIZING THE EXPENDITURE OF FUNDS; REQUEST FOR BURLESON CITY COUNCIL RATIFICATION; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the Type A Corporation entered into a real estate contract with IV3 Logistics Acquisition LLC to sell the Property on April 20, 2022 (the "Original Agreement"); and

WHEREAS, IV3 Logistics Acquisition LLC, assigned their rights as the as purchaser under the Original Agreement to Pisces Highpoint Commerce Center LP on May 9, 2022; and

WHEREAS, the Type A Corporation and Pisces Highpoint Commerce Center LP desire to amend the Original Agreement as provided in the First Amendment to Real Estate Purchase and Sale Agreement, attached hereto as Exhibit "A" and incorporated herein by reference for all purposes (the "Contract"); and

WHEREAS, the Type A Corporation desires that the Board President, Dan McClendon, execute the Contract on behalf of the Type A Corporation with the Buyer; and

WHEREAS, the Type A Corporation desires to close the real estate transaction described in the Contract; and

WHEREAS, the Type A Corporation desires the Board President, Dan McClendon, execute all

documents necessary to close the real estate transaction described in the Contract; and

WHEREAS, the Type A Corporation desires to sell the Property pursuant to the Contract; and

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

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

Section 1.

The Board President, Dan McClendon, is authorized: (a) to execute on behalf of the Type A Corporation (i) the Contract between the Type A Corporation and the Buyer, substantially in the form attached as Exhibit "A", with the purchase price of $630,500.00 and other consideration, and (ii) any other documents necessary for closing the transaction contemplated by the Contract; and (b) to make expenditures in accordance with the terms of the Contract and in closing the transaction contemplated by the Contract.

Section 2.

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

Section 3.

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

PASSED, APPROVED, AND SO RESOLVED by the Board of Directors of the Burleson 4A Economic Development Corporation on the___day of_____, 20___.

_____
Dan McClendon, Board President
Burleson 4A Economic Development Corporation

ATTEST:

_____
Amanda Campos, Secretary

FIRST AMENDMENT TO
REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO REAL ESTATE PURCHASE AND SALE AGREEMENT (this "First Amendment") is made and entered into as of June [14], 2022, by and between **BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION**, a Texas economic development corporation ("Seller"), and **PISCES HIGHPOINT COMMERCE CENTER LP**, a Delaware limited partnership (together with its permitted assigns, "Purchaser"), as successor-in-interest to **IV3 LOGISTICS ACQUISITION LLC**, a Delaware limited liability company ("Original Purchaser").

R E C I T A L S:

A. Seller and Original Purchaser entered into that certain Real Estate Purchase and Sale Agreement dated as of April 20, 2022 (the "Agreement"), relative to the purchase and sale of certain real property located near the intersection of Vantage Drive and Cirrus Drive in the City of Burleson, Johnson County, Texas, as being more particularly described in the Agreement.

B. Original Purchaser assigned all of its right, title and interest in and to the Agreement to Purchaser pursuant to that certain Assignment and Assumption of Real Estate Purchase and Sale Agreement dated as of May 9, 2022, by and between Original Purchaser, as assignor, and Purchaser, as assignee.

C. Seller and Purchaser desire to amend the Agreement as hereinafter provided.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Purchaser hereby agree as follows:

1. **Definitions**. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Agreement.

2. **Due Diligence Period**. The definition of "Due Diligence Period" as defined in Section 3.3 of the Agreement is hereby amended to mean August 5, 2022 (the "Updated Due Diligence Period Expiration Date"). All references in the Agreement to the expiration of the Due Diligence Period shall hereinafter be deemed to refer to the Updated Due Diligence Period Expiration Date.

3. **Entire Agreement**. The entire agreement of the parties with respect to the Property is as set forth in this First Amendment and the Agreement (as amended hereby).

4. **Agreement in Full Force and Effect**. Except as expressly amended hereby, the terms and conditions of the Agreement are hereby ratified and confirmed, and shall continue in full force and effect. In the event of any conflict or inconsistency between the terms set forth herein and the terms of the Agreement, the terms contained in this First Amendment shall govern and control.

5. **Counterparts; Facsimile; E-Mail**. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. For purposes of this First Amendment, any signature transmitted by facsimile or electronically via e-mail shall be considered to have the same legal and binding effect as any original signature.

6. **Successors and Assigns**. This First Amendment shall inure to the benefit of and be binding upon the parties hereto, and their successors and assigns.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, Seller and Purchaser have entered into this First Amendment effective as of the day and year first above written.

SELLER:

BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION, a Texas Economic Development Corporation

By:_____
Name:_____
Title:_____

PURCHASER:

PISCES HIGHPOINT COMMERCE CENTER LP, a Delaware limited partnership

By: **PISCES HIGHPOINT COMMERCE CENTER GP LLC,** a Delaware limited liability company
Its: General Partner

By: _____
Name: Andrew Smith
Title: Global Head of Investments

RESOLUTION 4A041822IV3

A RESOLUTION OF THE BURLESON 4A ECONMIC DEVELOPMENT CORPORATION AUTHORIZING THE BOARD PRESIDENT TO EXECUTE THE CONTRACT BETWEEN THE TYPE A CORPORATION, AS SELLER, AND IV3 LOGISTICS ACQUISITION, LLC., AS BUYER, TO SELL FEE SIMPLE TITLE TO A 5.79 ACRE TRACT OF LAND SITUATED IN HIGHPOINT BUSINESS PARK, BURLESON, JOHNSON COUNTY, TEXAS, GENERALLY LOCATED AT THE INTERSECTION OF CIRRUS DRIVE AND VANTAGE DRIVE (THE "PROPERTY") FOR THE SALES PRICE OF $630,500.00, AND OTHER CONSIDERATION, AS PRESCRIBED IN THE REAL ESTATE CONTRACT AS AMENDED ATTACHED IN EXHIBIT "A" (THE "CONTRACT"); AUTHORIZING THE BOARD PRESIDENT TO EXECUTE ALL DOCUMENTS NECESSARY TO CLOSE ON THE CONTRACT; AUTHORIZING THE EXPENDITURE OF FUNDS; REQUEST FOR BURLESON CITY COUNCIL RATIFICATION; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the Type A Corporation desires that the Board President, Dan McClendon, execute the Contract on behalf of the Type A Corporation with the Buyer; and

WHEREAS, the Type A Corporation desires to close the real estate transaction described in the Contract; and

WHEREAS, the Type A Corporation desires the Board President, Dan McClendon, execute all documents necessary to close the real estate transaction described in the Contract; and

WHEREAS, the Type A Corporation desires to sell the Property pursuant to the Contract; and

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

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

Section 1.

The Board President, Dan McClendon, is authorized: (a) to execute on behalf of the Type A Corporation (i) the Contract between the Type A Corporation and the Buyer, substantially in the

form attached as Exhibit "A", with the purchase price of $630,500.00 and other consideration, and (ii) any other documents necessary for closing the transaction contemplated by the Contract; and (b) to make expenditures in accordance with the terms of the Contract and in closing the transaction contemplated by the Contract.

Section 2.

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

Section 3.

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

PASSED, APPROVED, AND SO RESOLVED by the Board of Directors of the Burleson 4A Economic Development Corporation on the 18th day of April, 2022.

Dan McClendon, Board President
Burleson 4A Economic Development Corporation

ATTEST:

Amanda Campos, Secretary

4A041822IV3

EXECUTION VERSION

REAL ESTATE PURCHASE AND SALE AGREEMENT

BETWEEN

BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION, a Texas economic development corporation

(as Seller)

AND

IV3 LOGISTICS ACQUISITION LLC, a Delaware limited liability company

(as Purchaser)

CONCERNING CERTAIN PROPERTY

LOCATED

NEAR THE INTERSECTION OF VANTAGE DRIVE AND CIRRUS DRIVE IN , BURLESON, JOHNSON COUNTY, TEXAS

Schedules and Exhibits

Schedule 1.1	-	Defined Terms
Schedule 2.4	-	Escrow Provisions
Exhibit A	-	Description of Land
Exhibit B	-	Permitted Exceptions
Exhibit C	-	Reserved
Exhibit D	-	Reserved
Exhibit E	-	Form of Special Warranty Deed
Exhibit F	-	Form of Title Affidavit

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into as of April [20], 2022 (the "Effective Date") by and between BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION, a Texas economic development corporation ("Seller"), and IV3 LOGISTICS ACQUISITION LLC, a Delaware limited liability company (together with its permitted assigns, "Purchaser"), and is joined in by the Title Company (defined below) in accordance with Schedule 2.4.

In consideration of the mutual promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1

Definitions

Section 1.1 Definitions. For purposes of this Agreement, capitalized terms not otherwise defined herein have the meaning set forth in Schedule 1.1.

ARTICLE 2

Agreement; Purchase Price; Closing Date; Deposit

Section 2.1 Agreement to Sell and Purchase. Subject to the terms and provisions hereof, Seller agrees to sell the Property to Purchaser, and Purchaser agrees to purchase the Property from Seller. The Property consists of approximately 5.79 acres located near the intersection of Vantage Drive and Cirrus Drive in Burleson, Johnson County, Texas.

Section 2.2 Purchase Price. The purchase price for the Property shall be Six Hundred Thirty Thousand Five Hundred and No/100 Dollars ($630,500.00) (the "Purchase Price"). Subject to the adjustments and apportionments as hereinafter set forth, the Purchase Price shall be paid on the Closing Date by wire transfer of immediately available federal funds.

Section 2.3 Closing Date. The transaction contemplated hereby shall close on the date that fifteen (15) days following the expiration of the Due Diligence Period (as such date may be extended pursuant to the terms of this Agreement, the "Closing Date").

Section 2.4 Deposit. No later than the sixth (6th) Business Day following the Effective Date, Purchaser shall deposit Fifty Thousand and No/100 Dollars ($50,000.00) with the Title Company (the "Deposit"). The Deposit shall be held in a segregated account in accordance with the provisions of Schedule 2.4 hereto. The Deposit shall be applied to the Purchase Price if the Closing occurs. If the Closing does not occur or if this Agreement otherwise terminates, the Deposit shall be disbursed as provided herein; provided, that, in all instances where the Deposit shall be returned to Purchaser, Seller shall receive the Independent Consideration therefrom.

ARTICLE 3

Inspection

Section 3.1 Title and Survey.

(a) At the Closing, Seller shall deliver to Purchaser a special warranty deed conveying the Land comprising the Property free and clear of all encumbrances, liens and title defects except for the Permitted Exceptions. At or prior to the execution of this Agreement, or promptly thereafter, Purchaser shall order a title commitment for a title policy for the Property (the "Title Commitment") from the Title Company and an ALTA survey of the Land (the "Survey") and, prior to the Effective Date, Seller has provided Purchaser with copies of Seller's most recent (i) title policy and (ii) survey to expedite Purchaser's ordering process. Purchaser shall have until 6:00 p.m. Eastern Time on the day that is ten (10) Business Days prior to the Due Diligence Period Notice Deadline to give Seller and the Title Company a written notice ("Purchaser's Title Notice") that sets forth any objections that Purchaser has to the Title Commitment or the Survey based on its review thereof (the "Purchaser Title Objections"). Seller shall have five (5) days after receipt of Purchaser's Title Notice to notify Purchaser that Seller (i) will cause or (ii) elects not to cause any or all of the Purchaser Title Objections disclosed therein to be removed. Seller's failure to notify Purchaser within such five (5) day period as to any Purchaser Title Objection shall be deemed an election by Seller not to remove such Purchaser Title Objection. If Seller notifies or is deemed to have notified Purchaser that Seller shall not remove any or all of the Purchaser Title Objections, Purchaser shall have five (5) days thereafter (A) to waive such Purchaser Title Objections, in which case such Purchaser Title Objections shall be deemed Permitted Exceptions, or (B) terminate this Agreement, in which event the Deposit and all interest accrued thereon shall be returned to Purchaser without any further action or approval required from Seller, and the rights and obligations of Purchaser and Seller (other than the those which expressly survive termination of this Agreement pursuant to the terms hereof (the "Surviving Obligations")) shall terminate. Purchaser's failure to waive such Purchaser Title Objections or terminate this Agreement within the prescribed time period shall constitute Purchaser's termination of this Agreement.

(b) Purchaser may, prior to the Closing Date, notify Seller in writing of any objection to title or survey (excluding objections to title or survey which have been waived by Purchaser as hereinabove provided or that are or are deemed to be Permitted Exceptions) disclosed after the delivery of the initial Title Commitment and/or Survey ("New Title Matters"). With respect to any objections to title or survey set forth in such notice, Seller shall have the same options to cure pursuant to Section 3.1(a) above and Purchaser shall have the same option to accept title subject to such matters or to terminate this Agreement, *mutatis mutandis*.

(c) If any of the objection or response periods set forth in this Section 3.1 shall coincide with the then scheduled Closing Date, then the Closing shall automatically be adjourned (unless waived by both Purchaser and Seller) by the number of days necessary to provide such party with the same amount of time set forth in this Section to so object or respond.

Section 3.2 Due Diligence Materials; Access; Seller Approval.

(a) Seller shall direct its property manager, agents and employees to promptly cooperate with the reasonable requests of the Purchaser to obtain information concerning the Property, including any material documentation concerning the Property to the extent in Seller's or its property manager, agents and employees' possession or control.

(b) Purchaser, personally or through its authorized agents or representatives, shall be entitled, upon reasonable advance notice to Seller, to enter upon the Property during normal business hours, and shall have the right to make such investigations, including appraisals, engineering studies, soil tests, environmental studies, inquiry of governmental officials, and underwriting analyses, as Purchaser deems necessary or advisable, subject to the following limitations: (i) Purchaser shall give Seller telephonic notice to Alex Philips at 817-426-0399 or written notice via email to Alex Philips at bphilips@burlesontx.com at least one (1) Business Day before conducting any inspections on the Property, and a representative of Seller shall have the right to be present when Purchaser or its representatives conducts its or their investigations on the Property; (ii) intentionally omitted; (iii) neither Purchaser nor its agents shall damage the Property or any portion thereof, except for any immaterial damage caused by environmental or geotechnical tests, all of which shall promptly be repaired by Purchaser; and (iv) Purchaser shall indemnify, hold harmless and defend Seller against all costs (including reasonable attorneys' fees) and damage to the Property caused by the activities of Purchaser or its agents under this paragraph, provided; however, that such indemnity shall not include any costs or damages caused by (x) the acts of Seller or its agents or representatives, (y) any claims of diminution in the value of the Property as a consequence of the results revealed by such tests and inspections or (z) any pre-existing condition of the Property.

(c) Purchaser acknowledges that Seller must obtain final approval of this Agreement and the transaction contemplated hereby by both the City Council of the City of Burleson, Texas and the Board of Directors of the Burleson 4A Economic Development Corporation (together with any other parties for which approval or consent may be required, collectively, the "Seller Approval Parties"). On or before April 22, 2022 (the "Transaction Approval Date"), Seller shall provide Purchaser with reasonably acceptable evidence that Seller has obtained final unappealable approvals from the Seller Approval Parties, fully authorizing the Seller to enter into this Agreement and consummate the transaction contemplated hereby (the "Transaction Approval"). In the event Seller provides to Purchaser reasonably acceptable evidence that Seller has obtained the Transaction Approval prior to the Transaction Approval Date, the Transaction Approval Date shall be the date upon which evidence of the Transaction Approval was provided and reasonably accepted by Purchaser.

Section 3.3 Due Diligence Period. At all times during the term of this Agreement, including the period ending at 6:00 p.m. Eastern Time on the date that is sixty (60) days from the Transaction Approval Date (the "Due Diligence Period"), Purchaser shall have the right to physically inspect the Property, review economic data and market conditions, conduct appraisals, make inquiry of governmental officials, perform examinations of the physical condition of the Land, examine the Land for the presence of Hazardous Materials, and to otherwise conduct such due diligence and underwriting as Purchaser, in its sole and absolute discretion, deems appropriate. At any time before 6:00 p.m. Eastern Time on the last day of the Due Diligence Period (the "Due Diligence Period Notice Deadline"), Purchaser may, in its sole discretion, terminate this Agreement by giving written notice thereof to Seller (the "Termination Notice") for any reason or

no reason. Such Termination Notice may be given by Purchaser solely by email to Alex Philips at bphilips@burlesontx.com. In such event, this Agreement shall automatically terminate, the Deposit promptly shall be returned to Purchaser, with no further action needed from either Purchaser or Seller, and Seller and Purchaser shall have no further obligations or liabilities to each other hereunder other than the Surviving Obligations.

Section 3.4 Termination of Contracts. In all events, all management and leasing agreements that Seller is a party to shall be terminated on or before the Closing at no cost or liability to Purchaser.

ARTICLE 4

Conditions Precedent, Condemnation

Section 4.1 Conditions Precedent Favoring Purchaser. In addition to any other conditions precedent in favor of Purchaser set forth elsewhere in this Agreement, Purchaser's obligations under this Agreement are subject to the timely fulfillment of the conditions set forth in this Section 4.1 on or before the Closing Date, or such earlier date as is set forth below. Each condition may be waived in whole or in part only by written notice of such waiver from Purchaser to Seller.

(a) Seller shall have performed and complied in all material respects with all of the terms of this Agreement to be performed and complied with by Seller prior to or at the Closing;

(b) On the Closing Date, the Seller Representations shall be true, complete and accurate in all material respects, evidenced by the delivery by Seller of a certificate of compliance ("Seller's Representation Certificate") to Purchaser at Closing; and

(c) On the Closing Date, title to the Property shall be conveyed to Purchaser subject only to the Permitted Exceptions and the Title Company shall be irrevocably committed to issue to Purchaser an extended coverage owner's title insurance policy (on the current ALTA Form) in the amount of the Purchase Price, together with the endorsements for Purchaser's owner's title insurance policy, insuring good and indefeasible fee simple title to the Land in Purchaser, subject only to the Permitted Exceptions.

Section 4.2 Conditions Precedent Favoring Seller. In addition to any other condition precedent in favor of Seller set forth elsewhere in this Agreement, Seller's obligations under this Agreement are expressly subject to the timely fulfillment of the conditions set forth in this Section 4.2 on or before the Closing Date, or such earlier date as is set forth below. Each condition may be waived in whole or part only by written notice of such waiver from Seller to Purchaser.

(a) Purchaser shall have performed and complied in all material respects with all of the terms of this Agreement to be performed and complied with by Purchaser prior to or at the Closing; and

(b) On the Closing Date, the representations of Purchaser set forth in Section 5.2 shall be true, accurate and complete in all material respects, evidenced by the delivery

by Purchaser of a certificate of compliance ("Purchaser's Representation Certificate") to Seller at Closing.

Section 4.3 Casualty. Unless and until the Closing is completed, the risk of loss to the Property from casualty shall be borne by Seller. If all or a portion of the Property is damaged or destroyed by casualty prior to Closing such that: (1) Purchaser's reasonable estimate of the cost to repair or restore the same exceeds an amount equal to ten percent (10%) of the Purchase Price; (2) the Property cannot be developed for industrial uses as contemplated by Purchaser and disclosed to Seller, and otherwise in compliance with applicable zoning laws (including parking requirements); or (3) access to or egress from the Property is materially impaired (any such casualty, a "Material Casualty"), Purchaser may, at Purchaser's sole option, elect to either:

(a) terminate this Agreement, upon which neither Purchaser nor Seller shall have any further obligation under this Agreement, except for the obligations which expressly survive the termination of this Agreement, and the Purchaser shall immediately receive the Deposit from the Escrow Agent; or

(b) purchase the Property subject to and in accordance with the terms of this Agreement.

Purchaser shall be deemed to have elected to terminate this Agreement under Section 4.3(a) unless, within fifteen (15) Business Days from reasonably detailed written notice to Purchaser of such casualty, Purchaser provides Seller with written notice that Purchaser elects to proceed pursuant to Section 4.3(b). If the Closing Date would otherwise occur sooner, it shall automatically be extended to the date that is twenty (20) Business Days after written notice to Purchaser of the casualty.

In the event of a casualty that is not a Material Casualty, and in connection with any Material Casualty as to which Purchaser elects to proceed pursuant to Section 4.3(b), Purchaser shall purchase the Property in accordance with the terms hereof and Purchaser shall receive a credit against the Purchase Price in an amount equal to the cost to repair the damage caused by such other casualty as estimated by a third party consultant selected by Purchaser and reasonably approved by Seller.

Section 4.4 Condemnation. If, at any time before completion of the Closing, a taking or condemnation (or proceeding in lieu thereof) is commenced or threatened in writing: (i) of all or substantially all of the Property; or (ii) of less than all or substantially all of the Property that: (a) affects more than ten percent (10%) of the Land; (b) impacts the ability of the Property to be developed for industrial uses as contemplated by Purchaser and disclosed to Seller and otherwise in compliance with all Legal Requirements; or (c) access to or egress from the Property is materially impaired (any of the foregoing, a "Material Taking"), Purchaser may, at Purchaser's sole option, elect either to:

(a) terminate this Agreement, upon which neither Purchaser nor Seller shall have any further obligation under this Agreement, except for the Surviving Obligations, and the Purchaser shall immediately receive the Deposit from the Escrow Agent; or

(b) purchase the Property subject to and in accordance with this Agreement.

Purchaser shall be deemed to have elected to terminate this Agreement under Section 4.4(a) unless, within fifteen (15) Business Days from written notice to Purchaser of the condemnation, Purchaser provides Seller with written notice that Purchaser elects to proceed pursuant to Section 4.4(b). If the Closing Date would otherwise occur sooner, it shall automatically be extended to the date that is twenty (20) Business Days after written notice to Purchaser of the Material Taking.

In the event of condemnation or taking that does not constitute a Material Taking, or if there is a Material Taking but Purchaser elects to proceed under Section 4.4(b), (1) Purchaser shall purchase the Property in accordance with the terms hereof (without reduction in the Purchase Price), (2) Seller shall assign to Purchaser at Closing all condemnation proceeds paid or payable from and after the Closing as a result of such condemnation and, in the event Seller fails to effectuate such assignment, Seller shall be obligated to provide Purchaser a credit at Closing in the amount of such condemnation and insurance proceeds, (3) Purchaser shall have the right to be present with Seller at any hearings or negotiations with respect thereto, and (4) Seller shall not settle or compromise and such matter without Purchaser's prior written consent.

If any of the response periods set forth in this Section 4.4 shall coincide with the then scheduled Closing Date, then the Closing shall automatically be adjourned (unless waived by both Purchaser and Seller) by the number of days necessary to provide such party with the same amount of time set forth in this Section to so respond.

Section 4.5 Leasing and Other Activities Prior to Closing.

(a) At all times prior to Closing, Seller shall: (i) (a) maintain the Property as it existed on the Effective Date, except for reasonable wear and tear and casualty damage; (b) use the Property in the same manner as it was used on the Effective Date; and (c) not encumber, transfer, or dispose of any of the Property, except to sell inventory, replace equipment, and use supplies in the normal course of operating the Property, and (ii) promptly give Purchaser a reasonably detailed written notice of: (1) any fire, flood or other material adverse change with respect to the Property of which Seller obtains actual knowledge; (2) any actual or proposed condemnation (or proceeding in lieu thereof) of which Seller obtains actual knowledge; (3) any written notice received by Seller claiming that the Property or the use and operation thereof fails to comply with any Legal Requirements; and (4) any written notice received by Seller concerning any pending or threatened litigation or administrative proceeding affecting the Property. If Seller becomes aware during the term of this Agreement of any matters that render any of its representations or warranties untrue, Seller shall promptly disclose such matters to Purchaser in writing.

(b) At all times prior to Closing, Seller will not, without Purchaser's prior written consent, which may be withheld or denied in Purchaser's sole discretion, (i) enter into any new leases, licenses, occupancy agreements, service contracts, or other agreements demising space in or providing for the use or occupancy of the Property or services for the Property for a term that extends beyond the Closing Date, or (ii) amend, renew, or extend any existing Leases or service contracts, if any, in a manner by which the term of the amended, renewed, or extended Lease or service contract extends beyond the Closing Date.

(c) Seller (i) shall not during the term of this Agreement offer, promise, give or agree to give to any person or entity any bribe on behalf of Purchaser or its affiliates or otherwise with the object of obtaining a business advantage for Purchaser or its affiliates or otherwise; (ii) will not engage in any activity or practice which would constitute an offense under any applicable anti-bribery and/or anti-corruption laws, including but not limited to the *United States Foreign Corrupt Practices Act of 1977*; (iii) will ensure that any person or entity who performs or has performed services for or on its behalf in connection with this Agreement complies with the provisions of this Section 4.5(c), Section 5.3(a)(v) and Section 5.3(a)(vi); and (iv) shall notify Purchaser as soon as practicable of any breach of any of the undertakings contained in this Section 4.5(c), Section 5.3(a)(v) and Section 5.3(a)(vi) of which it becomes aware.

The provisions of this Section 4.5 shall survive the Closing.

ARTICLE 5

As-Is Sale; Representations and Warranties

Section 5.1 As-Is Sale.

(a) Purchaser acknowledges that it is an experienced and sophisticated purchaser of commercial real estate projects such as the Property and that, prior to the Closing, it will have a full and complete opportunity to conduct such investigations, examinations, inspections and analysis of the Property and market conditions as Purchaser, in its absolute discretion, may deem appropriate. Purchaser further acknowledges that, except for Seller Representations, Purchaser has not relied upon any statements, representations or warranties by Seller or any agent of Seller.

Except for the Seller Representations, Purchaser agrees that the Property shall be sold and that Purchaser shall accept possession of the Property on the Closing Date strictly on an "as is, where is, with all faults" basis, and that, except for the Seller Representations, such sale shall be without representation or warranty of any kind by Seller, express or implied. The deed conveying the Property to Purchaser at Closing will contain the following, which accurately reflects the agreement of the parties:

> Grantor sells and conveys the Property to Grantee and Grantee accepts the Property "AS IS", "WHERE IS, WITH ALL FAULTS." Except as to Grantor's warranty of title expressly set forth in this Special Warranty Deed and the express representations and warranties in the Real Estate Purchase and Sale Contract dated _____, 2022 between Grantor and Grantee regarding this conveyance ("Contract"), Grantor is not making, has not made, and does not make, expressly or implicitly, any warranties or representations of any kind or character, with respect to the Property, including, but not limited to, any warranties or representations as to any existing or potential future structural soundness, foundation, habitability, suitability, merchantability, fitness for a particular purpose, title, zoning, physical or environmental condition(s), hazardous materials contamination, or any other matter or thing regarding the Property. Grantor had, and shall have, no duty or obligation to inspect the physical or environmental condition of the Property in connection with the

execution of the Contract or this conveyance. Grantee acknowledges that Grantor has made no independent inspection and has conducted no environmental or other studies of the physical condition of the Property in connection with the execution or performance of the Contract or this conveyance. By accepting this Special Warranty Deed, Grantee affirms to and agrees with Grantor that, except as to Grantor's warranty of title expressly set forth in this Special Warranty Deed and the express representations and warranties in the Contract: (1) Grantor had no duty or obligation, express or implied, to inspect the physical or environmental condition of the Property in connection with the execution of any contract of sale or the closing of the conveyance evidenced by this Special Warranty Deed, and any express or implied duty to the contrary is hereby negated, and (2) Grantee acknowledges that Grantor has made no independent inspection and has conducted no environmental or other studies of the physical condition of the Property in connection with the execution or performance of the Contract and/or this Special Warranty Deed. Prior delivery of this Special Warranty Deed, Grantee was provided a reasonable opportunity to conduct such investigations of the physical and environmental conditions of the Property. All of the matters and exceptions set forth above in this paragraph are and shall be construed as Permitted Exceptions to the conveyance and warranties of Grantor in this Special Warranty Deed and conveyance.

Section 5.2 **Purchaser Representations**. Purchaser hereby represents and warrants to Seller as follows:

(a) Purchaser is a limited liability company, duly formed, validly existing and in good standing under the laws of the State of Delaware. Purchaser has full right, power and authority and is duly authorized to enter into this Agreement, to perform each of the covenants on its part to be performed hereunder and to execute and deliver, and to perform its obligations under all documents required to be executed and delivered by it pursuant to this Agreement including, without limitation, the Purchaser Deliveries to which it is a party.

(b) There are no actions, suits or proceedings pending or, to the knowledge of Purchaser, threatened, against or affecting Purchaser which, if determined adversely to Purchaser, would adversely affect its ability to perform its obligations hereunder.

(c) Neither the execution, delivery or performance of this Agreement nor compliance herewith conflicts or will conflict with or results or will result in a breach of or constitutes or will constitute a default under (1) the organizational documents of Purchaser, (2) to the best of Purchaser's knowledge, any law or any order, writ, injunction or decree of any court or governmental authority, or (3) any agreement or instrument to which Purchaser is a party or by which it is bound.

(d) No authorization, consent, or approval of any governmental authority (including courts) is required for the execution and delivery by Purchaser of this Agreement or the performance of its obligations hereunder.

(e) Purchaser is not and Purchaser has no actual knowledge that its partners, members, shareholders, owners, employees, officers, directors, representatives, or agents is a person or entity

with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control of the Department of the Treasury or under any statute, executive order, or other governmental action.

Section 5.3 Seller's Representations. Seller warrants and represents to Purchaser as follows (the "Seller Representations"):

(a) **Representations Concerning Seller**.

(i) Seller is a duly organized Texas economic development corporation and authorized to enter into this agreement, subject to the Transaction Approval, with the full right, power and authority and is duly authorized to enter into this Agreement, to perform each of the covenants on its part to be performed hereunder, without contractual conflict, and to execute and deliver, and to perform its obligations under all documents required to be executed and delivered by it pursuant to this Agreement including, without limitation, the Seller Deliveries.

(ii) Seller has not received written notice and has no actual knowledge of any litigation pending or threatened against the Property or Seller that might adversely affect the Property or Seller's ability to perform its obligations under this contract.€

(iii) Neither the execution, delivery or performance of this Agreement nor compliance herewith will, to the best of Seller's knowledge, result in a breach of or constitutes or will constitute a default of any law or any order, writ, injunction or decree of any court or governmental authority. No authorization, consent, or approval of any governmental authority (including courts) is required for the execution and delivery by Seller of this Agreement or the performance of its obligations hereunder, save and except, the City Council of the City of Burleson, a Texas home-rule municipal corporation, must ratify the Seller's action to enter into this Agreement before the Seller can execute and deliver this Agreement and perform its obligations hereunder.

(iv) Seller is not a "foreign person" as defined in Section 1445 of the Code.

(v) Seller is not and Seller has no actual knowledge that its partners, members, shareholders, owners, employees, officers, directors, representatives, or agents is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control of the Department of the Treasury or under any statute, executive order, or other governmental action.

(b) **Representations Concerning the Property**.

(i) Contracts and Leases. Seller represents and warrants there are no Contracts, Leases, licenses, occupancy agreements, service contracts, or other agreements demising space in or providing for the use or occupancy of the Property or services for the Property, other than potential gas and mineral leases to which Seller is not a party.

(ii) Legal Requirements. (A) Seller has not received any written notice of violation of any Legal Requirement, (B) to the best of Seller's knowledge, the Property is in

compliance in all material respects with all Legal Requirements (including, without limitation, all payment and performance obligations), and (C) the Seller has no actual knowledge of any claim of violation of any Legal Requirement (including, without limitation, all payment and performance obligations);

(iii) Takings. No condemnation or eminent domain proceedings are pending or, to Seller's knowledge, threatened against the Property or any part thereof, and the Seller has not made any commitments to or received any written notice of the desire of any public authority or other entity to take or use the Property or any part thereof whether temporarily or permanently, for easements, rights-of-way, or other public or quasi-public purposes;

(iv) Litigation. There are no pending, or to Seller's knowledge, threatened, judicial or administrative proceedings or investigations affecting or relating to the development, construction, use, operation or ownership of the Property;

(v) Personal Property. There is no Personal Property related to the ownership, operation or develop of the Land;

(vi) Hazardous Materials. Except as disclosed in writing to Purchaser before the date hereof, (a) the Seller has not received any written notice that (i) the Property is in violation of any Environmental Law or (ii) there has occurred any release of Hazardous Materials on, in, beneath the surface of or about the Property in violation of any Environmental Law and (b) the Seller has not been required by any governmental agency to undertake any remediation activity with respect to Hazardous Materials on, in, beneath the surface of or about the Property. Except as disclosed in writing to Purchaser before the date hereof, to the Seller's knowledge, there are no storage tanks or wells (whether existing or abandoned) located on, under or about the Property;

(vii) Employees. Seller has no employees;

(viii) Disclosures. The operating statements furnished by Seller to Purchaser relative to the Property fairly reflect the financial condition, the financial results or other subject matter thereof as of the dates thereof, and there have been no material adverse changes since the date of such statements; and

(ix) Tax Appeals. There are no existing or pending tax appeals filed by Seller or any other person with respect to the Property.

ARTICLE 6

Closing

Section 6.1 Closing. The Closing shall take place on the Closing Date through a customary escrow arrangement with the Title Company and, on or before the Closing Date, the Seller shall deliver to the Title Company or Purchaser the documents listed in Section 6.2 and the Purchaser shall deliver to the Title Company the documents and funds described in Section 6.3.

Section 6.2 **Seller's Deliveries**. At the Closing, Seller shall deliver or cause to be delivered to Purchaser (or its nominee), at Seller's sole expense, each of the following items (collectively, the "Seller Deliveries"):

(a) Closing Documents:

(i) A Special Warranty Deed in the form attached hereto as Exhibit E, conveying good and clear record and marketable title to the Land, subject only to the Permitted Exceptions applicable to the Land, in proper form for recording and executed and acknowledged by Seller;

(ii) Seller's Representation Certificate, executed by Seller;

(iii) the Closing Statement, executed by Seller;

(iv) a non-foreign person affidavit sworn to by Seller as required by Section 1445 of the Code, executed by Seller; and

(v) Such evidence or documents as may be reasonably required by the Title Company or Purchaser (including, without limitation a title affidavit in the form attached hereto as Exhibit F (the "Title Affidavit"), executed (and, if required by the Title Company, acknowledged by Seller) relating to: (i) mechanics' or materialmen's liens; (ii) parties in possession; (iii) the status and capacity of Seller and the authority of the Person or Persons who are executing the various documents on behalf of Seller in connection with the sale of the Property, and all other entities in such executing entity's chain of authority; and (iv) gap indemnity coverage;

(b) To the extent not previously delivered to Purchaser, copies of any documents in the possession or control of Seller material to Purchaser's ownership or operation of the Property;

(c) Such other documents as are consistent with the terms of this Agreement and reasonably required to close the transaction contemplated hereby.

Section 6.3 **Purchaser's Deliveries**. At the Closing, Purchaser shall deliver the following items (collectively, the "Purchaser Deliveries"):

(a) Immediately available federal funds sufficient to pay the Purchase Price (less the Deposit) and Purchaser's share of all escrow costs and closing expenses as required hereunder;

(b) Duly executed copies of each of the Purchaser's Representation Certificate and the Closing Statement, each of which may be delivered via facsimile transmission or via electronic mail to the other party, which facsimile or electronic copies shall be deemed to be an original executed signature page binding on the party that so delivered the executed signature page by facsimile or electronic mail; and

(c) Such other documents as are consistent with the terms of this Agreement and reasonably required to close the transaction contemplated hereby.

Section 6.4 **Costs and Prorations**.

(a) **Proration of Income and Other Property Expenses**. The following shall be prorated between Seller and Purchaser with respect to the Property as of 11:59 p.m. Central Standard Time on the date immediately preceding Closing (with the day of Closing belonging to Purchaser): any taxes and any other expenses payable by the fee owner of the Property if any, and such other items as are usually and customarily prorated between purchasers and sellers of commercial properties in the area where the Property is located. In the event the taxes for the year of Closing are unknown, the tax proration will be based upon the 2021 tax assessments and the 2021 tax rate (to the extent those are the most recent available), and the taxes for the year of Closing shall be reprorated and adjusted when the tax bill for such year is received and the actual amount of taxes is known. The terms of this section shall survive the Closing and not be merged therein.

(b) **Closing Costs**. Purchaser and Seller shall each pay their own legal fees related to the preparation of this Agreement and all documents required to settle the transaction contemplated hereby. Each party shall pay one-half (1/2) of the charges for the escrow services of the Title Company. Seller shall pay (i) all recording fees in connection with the release of any encumbrances on the Property (including a Mandatory Cure Item), (ii) all transfer taxes and documentary stamp charges (except for Roll Back Taxes (defined below), which shall be paid by Purchaser), (iii) all costs associated with any existing debt secured by or against the Property, and (iv) all title insurance premiums. Purchaser shall pay (i) all costs associated with its due diligence, including the cost of a current ALTA survey for the Property, and the appraisals, architectural, engineering, credit and environmental reports, and any zoning or environmental opinions obtained by or on behalf of Purchaser, (ii) the cost of recording the Deed, and (iii) the costs of any requested endorsements to Purchaser's title policy (except for such endorsements as may be required to remove a Mandatory Cure Item, which shall be borne by Seller). All other customary purchase and sale closing costs shall be paid by Seller or Purchaser in accordance with the custom in the jurisdiction where the Property is located.

(c) **Closing Statement**. Purchaser and Seller shall cooperate to produce prior to the Closing Date a schedule of prorations to be made as of the Closing Date in accordance with the terms of this Agreement (the "Closing Statement"). Any adjustments to estimated figures on the Closing Statement shall be made by the parties with due diligence and cooperation within ninety (90) days following the Closing Date, or such later time as may be required to obtain necessary information for proration, by prompt cash payment to the party yielding a net credit from such prorations from the other party.

(d) The provisions of this Section 6.4 shall survive the Closing.

Section 6.5 **Possession**. Possession of the Property shall be delivered to Purchaser by Seller at the Closing, subject only to the Permitted Exceptions.

ARTICLE 7

Real Estate Commission

Section 7.1 **Commissions**.

(a) Seller represents, warrants and covenants with Purchaser that Seller has not dealt with any real estate agent or broker in connection with the transaction contemplated hereby. Seller shall indemnify Purchaser against all claims, costs and liability arising from any broker or other Person claiming any commission or similar compensation by, through or under Seller.

(b) Purchaser represents, warrants and covenants with Seller that Purchaser has not dealt with any real estate agent or broker in connection with the transaction contemplated hereby. Purchaser shall indemnify Seller against all claims, costs and liability arising from any broker or other Person claiming any commission or similar compensation by, through or under Purchaser.

The provisions of this Section 7.1 shall survive the Closing.

ARTICLE 8

Termination and Default

Section 8.1 Termination without Default. If the sale of the Property is not consummated because of the failure of any condition precedent to Purchaser's obligations expressly set forth in this Agreement or for any other reason except a default by Purchaser in its obligation to purchase the Property in accordance with the provisions of this Agreement (which shall be governed by Section 8.2) or any default by Seller of its obligations under this Agreement (which shall be governed by Section 8.3), the Deposit shall promptly be returned to Purchaser subject to the terms of Section 9.10 and neither party shall have any further obligations hereunder.

Section 8.2 Purchaser's Default. If the sale contemplated hereby is not consummated because of a default by Purchaser of its obligation to deliver the Purchase Price to Seller on the Closing Date and Seller has satisfied all of Purchaser's conditions precedent to Closing and is not otherwise in default hereunder, then: (a) this Agreement shall terminate; (b) the Deposit shall be paid to and retained by Seller as liquidated damages; and (c) Seller and Purchaser shall have no further obligations to each other. PURCHASER AND SELLER ACKNOWLEDGE THAT THE DAMAGES TO SELLER IN THE EVENT OF A BREACH OF THIS AGREEMENT BY PURCHASER WOULD BE DIFFICULT OR IMPOSSIBLE TO DETERMINE, THAT THE AMOUNT OF THE DEPOSIT REPRESENTS THE PARTIES' BEST AND MOST ACCURATE ESTIMATE OF THE DAMAGES THAT WOULD BE SUFFERED BY SELLER IF THE TRANSACTION SHOULD FAIL TO CLOSE AND THAT SUCH ESTIMATE IS REASONABLE UNDER THE CIRCUMSTANCES EXISTING AS OF THE DATE OF THIS AGREEMENT AND UNDER THE CIRCUMSTANCES THAT SELLER AND PURCHASER REASONABLY ANTICIPATE WOULD EXIST AT THE TIME OF SUCH BREACH. PURCHASER AND SELLER AGREE THAT SELLER'S RIGHT TO RETAIN THE DEPOSIT SHALL BE SELLER'S SOLE REMEDY, AT LAW AND IN EQUITY, FOR PURCHASER'S FAILURE TO PURCHASE THE PROPERTY IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT.

Section 8.3 Seller's Default.

(a) If Seller fails to perform any its obligations under the terms of this Agreement, and if such default is not cured within three (3) days from written notice thereof from Purchaser to Seller, then Purchaser may, as its sole and exclusive remedy at law or in equity: (a) terminate this Agreement by giving written notice thereof to Seller, in which event the Deposit will promptly be returned to Purchaser, Seller promptly shall reimburse Purchaser for the actual out-of-pocket third party costs that Purchaser has incurred in connection with this Agreement in an amount not to exceed Fifty Thousand and No/100 Dollars ($50,000.00) and the transaction contemplated hereby, and the parties shall have no further obligation to each other except for the Surviving Obligations; (b) waive such default and consummate the transactions contemplated hereby in accordance with the terms of this Agreement; or (c) specifically enforce this Agreement. Purchaser hereby irrevocably waives any other right or remedy for such default

(b) Nothing in this Agreement will be construed as a waiver or relinquishment by Seller of its right to claim such exemptions, privileges, and immunities as may be provided by law, except as set forth in Section 271.152 of the Texas Local Government Code. Neither the execution of this Agreement by Seller nor any other conduct, action, or inaction of any representative of Seller relating this Agreement constitutes or is intended to constitute a waiver of Seller's governmental immunity to suit, except as set forth in Section 271.152 of the Texas Local Government Code. The terms of this Section 8.3(b) shall survive Closing or any prior termination of this Agreement.

Section 8.4 Breach of Representations; Survival. All representations, warranties and covenants of Seller and Purchaser set forth in this Agreement or in any document or certificate delivered by Seller or Purchaser in connection herewith shall survive the Closing for a period of twelve (12) months (the "Survival Period"), and no action or proceeding thereon shall be valid or enforceable, at law or in equity, unless within such time, written notice thereof is given to the other party.

ARTICLE 9

Miscellaneous

Section 9.1 Entire Agreement; Successors and Assigns; Miscellaneous Provisions. This Agreement constitutes the entire agreement between the parties hereto with respect to the transactions contemplated herein, and it supersedes all prior discussions, understandings or agreements. All Exhibits and Schedules attached hereto are a part of this Agreement and are incorporated herein by reference. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be executed in any number of counterparts and it shall be sufficient that the signature of each party appear on one or more such counterparts, and all counterparts shall collectively constitute a single agreement. A party may deliver executed signature pages to this Agreement by facsimile transmission or via electronic mail to the other party, which facsimile or electronic copies shall be deemed to be an original executed signature page binding on the party that so delivered the executed signature page by facsimile or electronic mail. No modification of this Agreement shall be deemed effective unless in writing and signed by both Seller and Purchaser. In the event the time for performance of any obligation hereunder expires on a day that is not a Business Day, the time for performance shall be extended to the next Business Day. The descriptive headings of the paragraphs of this

Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any provisions of this Agreement. Words such as "herein", "hereinafter", "hereof" and "hereunder" when used in reference to this Agreement, refer to this Agreement as a whole and not merely to a subdivision in which such words appear, unless the context otherwise requires. The singular shall include the plural and the masculine gender shall include the feminine and neuter, and vice versa, unless the context otherwise requires. The word "including" shall not be restrictive and shall be interpreted as if followed by the words "without limitation." This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared primarily by counsel for one of the parties, it being recognized that both Purchaser and Seller have contributed substantially and materially to the preparation of this Agreement.

Section 9.2 **Assignment**. Purchaser may not assign its rights or obligations under this Agreement without the prior written consent of Seller (in Seller's absolute discretion); provided that Purchaser may assign this Agreement without Seller's consent to one or more entity or entities that controls, is controlled by, or is under common control with Purchaser. Any assignment of rights and assumption of obligations under this Agreement shall be subject to all the provisions, terms, covenants and conditions of this Agreement and the assignee shall assume all of Purchaser's obligations hereunder.

Section 9.3 **Waiver; Governing Law; Venue**. The excuse or waiver of the performance by a party of any obligation of the other party under this Agreement shall only be effective if evidenced by a written statement signed by the party so excusing or waiving. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by Seller or Purchaser of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement. This Agreement shall be construed and the rights and obligations of Seller and Purchaser hereunder determined in accordance with the internal laws of the State of Texas, without regard to the principles of conflict of laws. Any disputes arising from or relating to this Agreement shall be resolved in a court of competent jurisdiction located in Johnson County, Texas, or the federal courts for the United States for the Northern District of Texas. The parties hereto irrevocably waive any right to object to the jurisdiction of such courts in any dispute arising from or relating to this Agreement.

Section 9.4 **Notices**. All notices or other communications required or provided to be sent by either party shall be in writing and shall be sent by: (i) by United States Postal Service, certified mail, return receipt requested, (ii) by any nationally recognized overnight delivery service for next day delivery, (iii) delivered in person, or (iv) sent by electronic mail. All notices delivered in accordance with clauses (i), (ii) or (iii) above shall also be sent by electronic mail. Notices delivered by (i) above shall be deemed to have been given upon receipt, all notices delivered by (ii) shall be deemed given one (1) business day following deposit, and all notices delivered by (iii) and/or (iv) shall be deemed given on the same day (if sent prior to 6:00 p.m. Eastern Time) (or, if after such time, shall be deemed delivered on the next Business Day). All notices shall be addressed to the parties at the addresses below:

To Seller: BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION

Attn: Economic Development Director
141 W Renfro St
Burleson, TX 76028
Email: bphilips@burlesontx.com

With a copy to:

Taylor, Olson, Adkins, Sralla & Elam, LLP
Attn: E. Allen Taylor, Jr., City Attorney
6000 Western Place, Ste 200
Fort Worth, Texas 76107
Email: ataylor@toase.com

To Purchaser:

IV3 LOGISTICS ACQUISITION LLC
Brookfield Property Group
Brookfield Place
250 Vesey Street
New York, New York 10281
Attn: Andrew Smith
Email: Andy.smith@brookfield.com

With a copy to:

c/o Brookfield Property Group
Attn: Legal Department
Email: realestatenotices@brookfield.com

with a copy to:

Morris, Manning & Martin, LLP
1600 Atlanta Financial Center
3343 Peachtree Road NE
Atlanta, Georgia 30326
Attn: Christina Graham, Esq.
Email: cgraham@mmmlaw.com

Morris, Manning & Martin, LLP
1600 Atlanta Financial Center
3343 Peachtree Road NE
Atlanta, Georgia 30326
Attn: Lindsey Taylor Vance, Esq.
Email: lvance@mmmlaw.com

To Title Company/Escrow Agent:

MBL Title
1022 E 15th Street
Plano, Texas 75074
Attn: Jeremy Reed
Email: jeremy.reed@mbl-title.com

Any address or name specified above may be changed by notice given to the addressee by the other party in accordance with this Section 9.4. The inability to deliver notice because of a changed address of which no notice was given as provided above, or because of rejection or other refusal

to accept any notice, shall be deemed to be the receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept. Any notice to be given by any party hereto may be given by the counsel for such party.

Section 9.5 **Attorneys' Fees**. In the event of a judicial or administrative proceeding or action by one party against the other party with respect to the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover reasonable costs and expenses including reasonable attorneys' fees and expenses, whether at the investigative, pretrial, trial or appellate level.

Section 9.6 **IRS Real Estate Sales Reporting**. Purchaser and Seller hereby agree that the Title Company shall act as "the person responsible for closing" the transaction which is the subject of this Agreement pursuant to Section 6045(e) of the Code and shall prepare and file all informational returns, including IRS Form 1099-S, and shall otherwise comply with the provisions of Section 6045(e) of the Code.

Section 9.7 **Further Instruments**. Each party, promptly upon the request of the other, shall execute and have acknowledged and delivered to the other or to Title Company, as may be appropriate, any and all further instruments reasonably requested or appropriate to evidence or give effect to the provisions of this Agreement and which are consistent with the provisions of this Agreement.

Section 9.8 **Severability**. The parties hereto intend and believe that each provision in this Agreement comports with all applicable local, state and federal laws and judicial decisions. If, however, any provision in this Agreement is found by a court of law to be in violation of any applicable local, state, or federal law, statute, ordinance, administrative or judicial decision, or public policy, or if in any other respect such a court declares any such provision to be illegal, invalid, unlawful, void or unenforceable as written, then it is the intent of all parties hereto that, consistent with and with a view towards preserving the economic and legal arrangements among the parties hereto as expressed in this Agreement, such provision shall be given force and effect to the fullest possible extent, and that the remainder of this Agreement shall be construed as if such illegal, invalid, unlawful, void, or unenforceable provision were not contained herein, and that the rights, obligations, and interests of the parties under the remainder of this Agreement shall continue in full force and effect.

Section 9.9 **Exclusivity**. In consideration of the significant time and expense to be devoted by Purchaser to its potential acquisition of the Property, Seller agrees that, during the term of this Agreement, neither Seller, nor its and its affiliates' employees, advisors, representatives and agents (collectively, "Representatives") shall directly or indirectly: (i) solicit, initiate, engage, encourage or participate in any discussions or negotiations with respect to any potential sale or transfer of all or any portion of the Property to a person or entity other than Purchaser (any such transaction, a "Competing Transaction"), and it will negotiate exclusively with Purchaser concerning a potential sale of the Property, (ii) supply any information or accept or consummate any offer or inquire from any person or entity, other than Purchaser, in furtherance of a potential Competing transaction, and it will not market the Property for sale or allow other potential purchasers to inspect or tour the Property, (iii) enter into any agreement, arrangement or understanding relating to any potential Competing transaction with any person or entity other than

Purchaser, and it has not and will not enter into any agreement to sell the Property to any party other than Purchaser, and (iv) take any action to encourage or facilitate the foregoing or the making of any proposals or inquiries that may reasonably be expected to lead to a Competing Transaction. Seller shall and shall cause its Representatives to immediately discontinue any existing discussions with our parties relating to a potential Competing transaction. If Seller breaches its obligations under this Section, Purchaser shall have the right to damages and, at Purchaser's election, injunctive or other equitable relief.

Section 9.10 Independent Consideration. If Purchaser elects to terminate this Agreement for any reason and is entitled to receive a return of the Deposit pursuant to the terms of this Agreement, the Escrow Agent shall first disburse to Seller $5,000.00 as independent consideration for Seller's performance under this Agreement ("Independent Consideration"), which shall be retained by Seller in all instances.

Section 9.11 1031 Exchanges. Either party (such party, the "Exchanging Party") may consummate the transaction contemplated in this Agreement as part of a so-called like kind exchange (the "Exchange") pursuant to §1031 of the Code, provided that: (i) the other, non-exchanging party (such party, the "Non-Exchanging Party") shall be provided no less than ten (10) days prior written notice of such Exchange and the Closing shall not be delayed or affected by reason of the Exchange, nor shall the consummation or accomplishment of the Exchange be a condition precedent or condition subsequent to the Exchanging Party's obligations under this Agreement; (ii) the Exchanging Party shall effect the Exchange through an assignment of this Agreement, or its rights under this Agreement, to a qualified intermediary; (iii) the Non-Exchanging Party shall not be required to take an assignment of this Agreement for the relinquished property or be required to acquire or hold title to any real property (other than the Property) for purposes of consummating the Exchange; and (iv) the Exchanging Party shall pay all costs (including legal fees, escrow costs, brokerage commissions, title charges, survey costs, recording costs and other charges) incurred with respect to the Exchange. The Non-Exchanging Party shall not by this agreement or acquiescence to the Exchange (1) have its rights under this Agreement affected or diminished in any manner, (2) be responsible for compliance with or be deemed to have warranted to the Exchanging Party that the Exchange in fact complies with §1031 of the Code, (3) have any responsibility or liability to any third party involved in the Exchange, or (4) be required to make any representations or warranties, assume any obligations, spend any sum, or incur any personal liability whatsoever in connection with the Exchange. For the avoidance of doubt, all representations, warranties, covenants and indemnification obligations of the Exchanging Party set forth in this Agreement shall not be affected or limited by the Exchanging Party's use of an exchange accommodator and shall survive the Exchange and shall continue to inure directly from the Exchanging Party for the benefit of the Non-Exchanging Party. In other words, Exchanging Party shall not be released from any obligations or liability under this Agreement.

Section 9.12 Confidentiality. Except as otherwise provided herein, Seller and Purchaser covenant and agree each to the other to keep confidential the Confidential Information and economic terms of the transaction contemplated hereby and not disclose it to any person in any matter whatsoever without the prior written consent of the other party; provided, that (a) such information may be disclosed to such other party's officers, directors, employees, capital partners and advisors who need to know such information for the sole purpose of evaluating the transaction,

and who are advised of the confidentiality obligations herein, and (b) the parties may disclose that information which, on the advice of its counsel, is required to be disclosed by law or the rules of any exchange to which it is subject or pursuant to any demand of any judicial, administrative, legislative regulatory or self-regulatory body. Seller and Purchaser further covenant and agree each to the other to keep confidential and not to disclose to any third party (other than as aforesaid) the results of any environmental investigation of the Property by Purchaser, except as may be required by law. Seller and Purchaser shall advise each person to whom disclosure is permitted as provided in this paragraph of the confidential nature of the transaction contemplated hereby and shall instruct such persons to abide by the provisions of this paragraph. Notwithstanding anything contained herein to the contrary, Purchaser acknowledges and agrees that Seller is obligation to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.

Section 9.13 Seller Disclosures.[1] The following disclosures are made with respect to any Property located in Texas for the purpose of complying with the provisions of Section 5.010(d) of the Texas Property Code and is not intended to and does not alter or affect the rights and obligations of Purchaser and Seller:

Notice Regarding Possible Liability for Additional Taxes.

If for the current ad valorem tax year the taxable value of the land that is the subject of this Agreement is determined by a special appraisal method that allows for the appraisal of the land at less than its market value, the person to whom the land is transferred may not be allowed to qualify the land for that special appraisal in a subsequent tax year and the land may then be appraised at its full market value. In addition, the transfer of the land or a subsequent change in the use of the land may result in the imposition of an additional tax plus interest as a penalty for the transfer or the change in use of the land. The taxable value of the land and the applicable method of appraisal for current tax year is public information and may be obtained from the tax appraisal district established for the county in which the Property is located.

Notwithstanding any provision of this Agreement to the contrary, Purchaser shall be solely responsible for any and all roll back or change of use taxes assessed against the Property (together with any accrued interest thereon ("Roll Back Taxes"), and shall indemnify and hold Seller harmless from and against any liability for such Roll Back Taxes.

Section 9.14 Seller's Right to Re-acquire the Property. Subject to the terms and conditions set forth below, at Closing, Purchaser grants to Seller, and Seller shall have the right and option, but not the obligation, to repurchase the Property (the "Repurchase Right") after the occurrence of a Triggering Event, if Purchaser fails to cure such Triggering Event within thirty (30) days after receiving notice from Seller of the Triggering Event. As used herein, "Triggering Event" shall mean Purchaser or its successor has not Commenced Construction of improvements at the Property within twelve (12) months after Closing Date; provided, however, that the twelve (12) month period for Commencement of Construction shall be extended one day for each day of

[1] Subject to review by local counsel.

delay caused by Force Majeure (as defined below). "Commenced Construction, Commencement of Construction, or Construction Commencement" means that: (i) the construction plans for the Improvements have been prepared and all approvals thereof required by applicable governmental authorities have been obtained; (ii) all necessary permits permitting construction of the Improvements have been issued by all applicable governmental authorities; and (iii) mobilization and grading or excavation of the Property has begun. "Force Majeure" means war, civil commotion, acts of God, strike, extreme weather events such as tornedos, blizzards, floods, hail storms or ice storms, severe and unforeseeable shortages or unavailability of labor or materials, or unreasonable delays by the City of Burleson, Texas (based on the then-current workload of the city department(s) responsible for undertaking the activity in question) in issuing any permits, consents, or certificates of occupancy or conducting any inspections of or with respect to the Property; provided, however, upon the happening of the event that caused the delay, Purchaser must notify Seller in writing of the delay within fifteen (15) business days of such event and specify Purchaser's reasonable estimate of the number of days that Construction Commencement will be delayed, together with supporting data; otherwise, such delay will be waived by Purchaser. In order to exercise the Repurchase Right, Seller must deliver written notice to Purchaser of its intent to do so within sixty (60) days after Seller's delivery of notice to Purchaser of the occurrence of a Triggering Event and Purchaser's failure to cure same within the required thirty (30) day time period, with the closing to be held on a date designated by Seller no later than the ninetieth (90th) day after the date of such notice of intent to exercise the Repurchase Right. If Seller fails to provide such written notice within such sixty (60) day period or if Seller timely provided such written notice but thereafter fails to timely pay the Repurchase Price or consummate the closing of the reconveyance of the Property, then Seller shall have irrevocably waived its Repurchase Right and the Repurchase Right shall be there after null and void. If Seller timely exercises the Repurchase Right, Purchaser shall reconvey the Property to Seller by special warranty deed free and clear of all liens and encumbrances (but subject to applicable law), with no title exceptions other than those existing on the date Seller conveyed the Property to Purchaser and those reasonably required in connection with Seller's proposed development of the Property, and which are not monetary liens, and except the lien for ad valorem taxes which shall be limited to the year of reconveyance and subsequent years. Taxes shall be prorated for the year of reconveyance as of the date of the repurchase. Purchaser shall be responsible for all closing costs, including, but not limited to, the cost of a title policy insuring fee simple ownership of the Property in Seller subject to no exceptions other than those existing on the date Seller conveyed the Property to Purchaser. If Seller exercises its Repurchase Rights the purchase price (the "Repurchase Price") to be paid by the Seller or its successors to Purchaser or its successor (as the case may be) shall be the Purchase Price paid by Purchaser in the conveyance of the Property from Seller to Purchaser, plus Purchaser's verified out of pocket third party expenses paid in connection with the Property not to exceed One Hundred Thousand Dollars ($100,000), payable in cash or other current funds on the date of repurchase. If Purchaser shall have timely Commenced Construction such that a Triggering Event shall not have occurred, then Seller shall promptly, and in any event within ten (10) days after Purchaser's request, execute, in recordable form, a confirmation of the release of the Repurchase Right. THE PARTIES AGREE SELLER'S RIGHT TO RE-ACQUIRE THE PROPERTY IN STRICT ACCORDANCE WITH THESE PROVISIONS SURVIVES CLOSING.

IN WITNESS WHEREOF, Seller and Purchaser hereto have executed this Agreement as of the Effective Date.

SELLER:

BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION, a a Texas Economic Development Corporation

By: _____
Name: Dan McClendon
Title: President

PURCHASER:

IV3 LOGISTICS ACQUISITION LLC,
a Delaware limited liability company

By: _____
Name: Andrew Smith
Title: Head of Global Investments

Schedule 1.1
Defined Terms

"Agreement" has the meaning set forth in the first paragraph of this document.

"Applicable Laws" shall mean all federal, state and local laws, ordinances, statutes, codes, rules, regulations, agreements, judgments, orders, and decrees applicable to Seller, Purchaser or the Property.

"Business Day" shall mean any day of the week other than (i) Saturday and Sunday, or (ii) a day on which banking institutions in New York, New York are obligated or authorized by law or executive action to be closed to the transaction of normal banking business.

"Closing" shall mean the consummation of the purchase and sale of the Property pursuant to the terms of this Agreement.

"Closing Date" has the meaning set forth in Section 2.3.

"Closing Statement" has the meaning set forth in Section 6.4(c).

"Code" shall mean the Internal Revenue Code of 1986, and all amendments thereto and all regulations issued thereunder.

"Confidential Information" shall mean any proprietary information concerning the Property provided to Purchaser by Seller, excluding information that is available to the general public or from sources other than Seller.

"Contracts" shall mean all development, construction, service, management, leasing, operation, maintenance, repair and other contracts (other than Leases) affecting the Land and all amendments and modifications thereto.

"Deposit" has the meaning set forth in Section 2.4.

"Due Diligence Period" has the meaning set forth in Section 3.3.

"Due Diligence Period Notice" has the meaning set forth in Section 3.3.

"Due Diligence Period Notice Deadline" has the meaning set forth in Section 3.3.

"Effective Date" shall have the meaning set forth in the first paragraph of this Agreement.

"Environmental Law" shall mean any federal, state, local or administrative agency ordinance, law, rule, regulation, order or requirement relating to environmental conditions, human health or Hazardous Material, including the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601 et seq), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. §1251 et seq.), the Clean Air Act (42 U.S.C. §7401 et seq.), the Emergency Planning and Community Right-To-Know Act (42 U.S.C. §1101 et seq.), The Endangered Species Act

(16 U.S.C. §1531 et seq.), the Toxic Substances Control Act (15 U.S.C. §2601 et seq.), the Occupational Safety and Health Act (29 U.S.C. §651 et seq.) and the Hazardous Materials Transportation Act (49 U.S.C. §1801 et seq.), and the regulations promulgated pursuant to such laws, all as amended from time to time.

"Escrow Agent" shall mean the Title Company.

"Exchange" has the meaning set forth in Section 9.11.

"Exchanging Party" has the meaning set forth in Section 9.11.

"Governmental List" has the meaning set forth in Section 5.3(a)(v).

"Hazardous Materials" shall mean any substance or material which is or contains: (i) any substance, waste or material now or hereafter defined in and/or regulated under any Environmental Law; (ii) gasoline, diesel fuel or other petroleum hydrocarbons; (iii) asbestos and asbestos containing materials, in any form, whether friable or nonfriable; (iv) polychlorinated biphenyls; (v) radon gas; or (vi) mold, mildew or other biological agents but does not include: (i) any janitorial or other building maintenance, supplies in quantities and strengths normal and necessary for the maintenance of property similar to the Property, if sold, kept, and used in accordance with all Environmental Laws, or (ii) any building construction supplies or materials kept or stored on the Property, if kept, and used in accordance with all Environmental Laws.

"Land" shall mean the land locatednear the intersection of Vantage Drive and Cirrus Drive in, Burleson, Johnson County, Texas, consisting of approximately 5.79 acres and having Parcel Identification Numbers: Johnson County Appraisal District 126.2593.07010, as further described on Exhibit A attached hereto, together with all privileges, rights, easements and appurtenances belonging to such land and all right, title and interest (if any) of Seller in and to any streets, alleys, passages or other rights-of-way or appurtenances included in, adjacent to or used in connection with such land and all right, title and interest (if any) of Seller in all mineral rights appurtenant to such land.

"Leases" or "Lease" shall mean any and all leases, licenses or other occupancy agreements, including all amendments thereto and guaranties thereof, affecting the Land or any portion thereof.

"Legal Requirements" means all applicable zoning, building, health and safety, environmental and all other laws, legislation, rules, codes, by-laws, ordinances, resolutions, regulations, orders and decrees and all requirements of the Board of Fire Underwriters and any other insurance underwriters relating in any way to the Property or the development, construction, ownership, use and occupancy thereof.

"Mandatory Cure Items" has the meaning set forth in Section 3.1(a).

"Material Taking" has the meaning set forth in Section 4.4.

"New Title Matters" has the meaning set forth in Section 3.1(b).

"Non-Exchanging Party" has the meaning set forth in Section 9.11.

"Permitted Exceptions" shall mean the matters set forth in Section 5.1 and on Exhibit B attached hereto.

"Person" shall mean any individual, estate, trust, partnership, limited liability company, limited liability partnership, corporation, governmental agency or other legal entity.

"Property" shall mean the Land.

"Purchase Price" shall have the meaning set forth in Section 2.2.

"Purchaser" means the Person named as the Purchaser in the first paragraph of this Agreement, together with any assignee of the originally named Purchaser.

"Purchaser Deliveries" has the meaning set forth in Section 6.3.

"Purchaser Title Objections" shall have the meaning set forth in Section 3.1(a).

"Purchaser's Representation Certificate" has the meaning set forth in Section 4.2(b).

"Purchaser's Title Notice" has the meaning set forth in Section 3.1(a).

"Purchaser Title Objections" has the meaning set forth in Section 3.1(a).

"Seller" has the meaning set forth in the first paragraph of this Agreement.

"Seller Deliveries" has the meaning set forth in Section 6.2.

"Seller Representations" shall mean the representations and warranties of Seller expressly set forth in Section 5.3 of this Agreement and the Seller Deliveries.

"Seller's Representation Certificate" has the meaning set forth in Section 4.1(b).

"Survey" has the meaning set forth in Section 3.1(a).

"Survival Period" has the meaning set forth in Section 8.4(a).

"Termination Notice" has the meaning set forth in Section 3.3.

"Title Affidavit" has the meaning set forth in Section 6.2(c).

"Title Commitment" has the meaning set forth in Section 3.1(a).

"Title Company" shall mean MBL Title, 1022 E 15th Street, Plano, Texas 75074, Attn: Jeremy Reed, jeremy.reed@mbl-title.com.

Schedule 2.4

Escrow Provisions[2]

[Attached to and a Part of Real Estate Purchase and Sale Agreement]

1. Purchaser and Seller have agreed to select Escrow Agent to serve as escrow agent with respect to the Deposit to be made by Purchaser to be made by Seller (collectively, the "Escrow"), each pursuant to the Real Estate Purchase and Sale Agreement (the "Agreement"). The purpose of this Schedule 2.4 is to prescribe instructions governing the services of Escrow Agent with respect to the Escrow and the Closing. The Escrow Agent shall not be bound by any modification of Schedule 2.4, unless the same is in writing and signed by Purchaser, Seller and Escrow Agent.

2. Seller and Purchaser hereby engage Escrow Agent to serve as escrow agent with respect to the Deposit to be made by Purchaser to be made by Seller pursuant to the terms of the Agreement. A copy of the Agreement has been delivered to Escrow Agent. Escrow Agent hereby accepts such engagement.

3. Upon receipt of the Deposit, as applicable, Escrow Agent agrees to place same into an interest-bearing escrow account and to notify Purchaser and Seller of the location and number of such interest-bearing account or otherwise invest the Escrow in a manner approved by the parties. Interest shall be maintained in the escrow account as a part of the Deposit and credited to Purchaser for tax purposes. Purchaser's Federal Taxpayer Identification Number is 27-1018280.

4. Escrow Agent shall disburse the Deposit together with any interest earned on the Deposit in accordance with the terms and conditions of the Agreement.

5. If there is a dispute regarding the disbursement or disposition of the Deposit, the interest earned on the Deposit, or if Escrow Agent shall receive conflicting written demands or instructions with respect to the Escrow, then Escrow Agent shall withhold such disbursement or disposition until notified by Purchaser and Seller that such dispute is resolved or Escrow Agent may file a suit of interpleader, and the cost and expense of filing such interpleader action shall be divided equally between Seller and Purchaser.

6. Escrow Agent shall not be liable for any damage, liability or loss arising out of or in connection with the services rendered by Escrow Agent pursuant to this Agreement unless the same results from the gross negligence, or willful misconduct of Escrow Agent.

7. Copies of all notices given by any party under the Agreement regarding the Escrow or this Schedule 2.4 shall be delivered in accordance with the provisions of Section 9.4 of the Agreement to all other parties to the Agreement and the Escrow Agent.

8. Escrow Agent shall not be liable or responsible for and has no liability in the event of failure, insolvency, or inability of a depositary reasonably approved by Purchaser and Seller (the

[2] Subject to the review of Escrow Agent.

"Depository") to pay said funds or for any failure, refusal or inability of the Depository into which the Escrow is deposited to pay the Escrow at Escrow Agent's direction, or for levies by taxing authorities based upon the taxpayer identification number used to establish the interest bearing account with Depository. Escrow Agent shall not be responsible for any interest except for such interest as is actually received (which interest received shall be added to and considered part of the Deposit), nor shall Escrow Agent be responsible for the loss of any interest arising from the closing of any account with the Depository.

JOINDER BY THE ESCROW AGENT

By its execution hereof, the Escrow Agent hereby (i) covenants and agrees to hold the Escrow in accordance with the above provisions, and (ii) acknowledges receipt of a copy of the Real Estate Purchase and Sale Agreement to which this Schedule 2.4 is attached.

MBL TITLE

Name:_____
By:_____
Title:_____

EXHIBIT A

DESCRIPTION OF LAND

The Land is approximately 5.79 acres of land, situated in Burleson, Johnson County, Texas, and being particularly described as follows:

> Lot 1R1, Block 7, HighPoint Business Park of Burleson, an addition in the City of Burleson, Johnson County, Texas, according to the Replat thereof recorded at Volume 10, Page 734, Drawer F, Plat Records, Johnson County Real Property Records.

EXHIBIT B

PERMITTED EXCEPTIONS

[To be added from Seller's Existing Title Policy]

EXHIBIT C

Reserved

EXHIBIT D

RESERVED

EXHIBIT E

SPECIAL WARRANTY DEED

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

THE STATE OF TEXAS §
§ **KNOW ALL PERSONS BY THESE PRESENTS:**
COUNTY OF DALLAS §

THIS SPECIAL WARRANTY DEED (this "Deed") is made as of the ____ day of _____, 2022 from [_____], a[n] [_____] (hereinafter referred to as "Grantor") to [_____], a[n] [_____], having an address at [_____], Attention: [_____] (hereinafter referred to as "Grantee").

IN CONSIDERATION of the sum of Ten Dollars ($10.00) and other good and valuable consideration paid by Grantee to Grantor, the receipt and sufficiency of which are hereby acknowledged, Grantor has SOLD, CONVEYED and GRANTED and does hereby SELL, CONVEY and GRANT unto Grantee, with special warranty, that certain tract or tracts of land lying and being situated in Johnson County, Texas and described on Exhibit A attached hereto and incorporated herein by reference (the "Land"), and all and singular, the rights and appurtenances pertaining to the Land, including, but not limited to, any right, title and interest of Grantor in and to adjacent streets, roads, alleys, easements and rights-of-way (collectively, the "Property").

Grantor sells and conveys the Property to Grantee and Grantee accepts the Property "AS IS", "WHERE IS, WITH ALL FAULTS." Except as to Grantor's warranty of title expressly set forth in this Special Warranty Deed and the express representations and warranties in the Commercial Contract – Unimproved Property dated _____ , 2021 between Grantor and Grantee regarding this conveyance ("Contract"), Grantor is not making, has not made, and does not make, expressly or implicitly, any warranties or representations of any kind or character, with respect to the Property, including, but not limited to, any warranties or representations as to any existing or potential future structural soundness, foundation, habitability, suitability, merchantability, fitness for a particular purpose, title, zoning, physical or environmental condition(s), hazardous materials contamination, or any other matter or thing regarding the Property. Grantor had, and shall have, no duty or obligation to inspect the physical or environmental condition of the Property in connection with the execution of the Contract or this conveyance. Grantee acknowledges that Grantor has made no independent inspection and has conducted no environmental or other studies of the physical condition of the Property in connection with the execution or performance of the Contract or this conveyance. By accepting this Special Warranty Deed, Grantee affirms to and agrees with Grantor that, except as to Grantor's warranty of title expressly set forth in this Special Warranty Deed and the express representations and warranties in the Contract: (1) Grantor had no duty or obligation, express or implied, to inspect the physical or environmental condition of the Property in connection with the execution of any contract of sale or the closing of the conveyance evidenced by this Special Warranty Deed, and

any express or implied duty to the contrary is hereby negated, and (2) Grantee acknowledges that Grantor has made no independent inspection and has conducted no environmental or other studies of the physical condition of the Property in connection with the execution or performance of the Contract and/or this Special Warranty Deed. Prior delivery of this Special Warranty Deed, Grantee was provided a reasonable opportunity to conduct such investigations of the physical and environmental conditions of the Property. All of the matters and exceptions set forth above in this paragraph are and shall be construed as Permitted Exceptions to the conveyance and warranties of Grantor in this Special Warranty Deed and conveyance.

This Deed and conveyance are made subject to: 1) the matters set forth on Exhibit B attached hereto and incorporated herein by reference but only to the extent they affect the Property and are in force and effect, and 2) the matters set forth in the paragraph above (collectively, the "Permitted Exceptions")

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee and its successors and assigns forever, and Grantor does hereby bind itself, its successors and assigns to WARRANT and FOREVER DEFEND all and singular the title to the Property unto the said Grantee and its successors and assigns, against the lawful claims and demands of all persons claiming by, under or through Grantor, but not otherwise, subject however, to the Permitted Exceptions.

Grantee, by its acceptance hereof, does hereby assume and agree to pay any and all ad valorem taxes and special assessments pertaining to the Property for calendar year 2022 and subsequent years, there having been a proper proration of such taxes and assessments for the current calendar year between Grantor and Grantee.

[*Remainder of page intentionally left blank. Signature pages follows.*]

IN WITNESS WHEREOF, Grantor has caused this Deed to be executed and delivered as of the date first written above.

GRANTOR:

[_____],
a [_____]

By: _____
[Name], [Title]

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This Special Warranty Deed was acknowledged before me on the _____ day of _____, 2022 by [_____], the [_____] of [_____], a [_____], on behalf of said entity.

_____
Notary Public in and for said County and State

_____
Printed Name of Notary

My Commission Expires: _____

[NOTARY SEAL]

After Recording, Return to:

[_____]
[_____]
[_____]
[_____]

EXHIBIT A

TO SPECIAL WARRANTY DEED

LEGAL DESCRIPTION OF THE LAND

[Add from the Proforma].

EXHIBIT B

TO SPECIAL WARRANTY DEED

PERMITTED EXCEPTIONS

[To be determined based on an updated Title Commitment delivered prior to the Closing, but subject in all respects to the terms of the Agreement.]

EXHIBIT F

FORM OF TITLE AFFIDAVIT

AFFIDAVIT AS TO DEBTS AND LIENS AND PARTIES IN POSSESSION (ENTITY OWNER)

GF#:

SUBJECT PROPERTY: SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES

OWNER: BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION, a Texas economic development corporation

SALE TO: [_____] ("Purchaser")

STATE OF TEXAS
COUNTY OF JOHNSON

BEFORE ME, the undersigned authority, on this day personally appeared the undersigned Affiant, personally known to me to be the person whose name is subscribed hereto and upon oath deposes and says that:

1. To the best knowledge and belief of Affiant:

   a. Except as described on Exhibit B attached hereto and made a part hereof for all purposes, the charges for all labor and materials that may have been furnished to the property or to the improvements thereon have been fully paid.
   b. Except as described on Exhibit B attached hereto and made a part hereof for all purposes, all contracts for the furnishing of labor or materials to the property or for improvements thereon have been completed and fully paid.
   c. There are no security agreements or leases affecting any goods or chattels that have become attached, or that will at any later date become attached, to the property or improvements thereon as fixtures that have not been fully performed and satisfied, which are not shown on the referenced title commitment.
   d. There are no loans of any kind on the property, which are not shown on the referenced title commitment.
   e. There are no brokers that have a signed commission agreement with Owner under which a commission is claimed or earned and has not been paid, which are not shown on the settlement statements.

2. Affiant has no knowledge of a notice of change of use nor has Owner received a written notice of change of use by the appraisal district.

3. The property is currently being used for the following purposes, and to the best knowledge and belief of Affiant, without inquiry or investigation, the improvements, if any, and such use does not violate any restrictive covenants affecting the property: "vacant lot in business park".

4. There are no proceedings involving Owner, or written notice to Owner of any proceedings, by any agency or authority, public or private, that levies taxes or assessments, which may result in taxes or assessments affecting the property and which are not shown by the referenced title commitment.

5. There are no Judgments, Federal Tax Liens, or State Tax Liens against Owner and/or the property; Owner is not indebted to the State of Texas for any penalties or wages pursuant to a final order of the Texas Work Force Commission; and neither Owner nor the Property is subject to a claim under the Medicaid Estate Recovery Program.

6. (a) All ad valorem and personal property taxes (if any), all "use" type business taxes (if any), including but

not limited to hotel use and occupancy taxes, and all association/ maintenance type taxes or assessments (if any) that are currently due and payable have been paid or will be paid at closing and are shown on the settlement statements. (b) Any of the above referenced taxes which are the obligation of Owner and which have been prorated on the settlement statements are based on information approved by Owner.

7. Owner is the only occupant of the property and there are no leases impacting the property.

8. There are no unrecorded contracts, deeds, mortgages, mechanic's liens, options to lease, options to purchase, rights of first refusal, rights of reentry, rights of reverter or rights of forfeiture affecting the property or improvements thereon, which are not shown on the referenced title commitment.

9. No proceedings in bankruptcy or receivership have ever been instituted by or against Owner, and Owner has never made an assignment for the benefit of creditors.

THIS affidavit is made to the Purchaser, as an inducement to it to complete the above referenced transaction, and Affiant realizes that Title Company and Underwriter are relying upon the representations contained herein; and Affiant does hereby swear under the penalties of perjury that the foregoing information is true and correct in all respects, to the best knowledge and belief of Affiant, and that Affiant is authorized to make this affidavit on behalf of Owner.

EXECUTED effective as of _____, 2022

[Signature appears on following page]

SELLER:

BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION, a Texas Economic Development Corporation

By: _____
Name: Dan McClendon
Title: President

THE STATE OF Texas §
§
COUNTY/PARISH OF Johnson §

This instrument was acknowledged before me on April 18, 2022, by Dan McClendon as President of BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION, a Texas economic development corporation.

(SEAL)

MONICA M. SOLKO
Notary Public, State of Texas
Comm. Expires 03-12-2026
Notary ID 124127863

_____
Notary Public

My Commission Expires:
3-12-26

Print Name of Notary:
Monica M. Solko

EXHIBIT "A"
LEGAL DESCRIPTION

EXHIBIT "B"

City of Burleson

City Council

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

AGENDA INFORMATION SHEET

DEPARTMENT:	**Finance**
DIRECTOR:	**Martin Avila**
DATE:	**06/20/2022**

SUBJECT

Consider an ordinance amending the City budget for fiscal year 2021-2022 by increasing appropriations in the Equipment Services Fund in the amount of $200,000 due to increase in fuel cost, Hidden Creek Golf Fund in the amount of $115,000 for operational and capital outlay cost, Information Technology Support Services Fund in the amount of $478,666 for technology infrastructure upgrades, and finding that this ordinance may be considered and approved at only one meeting because time is of essence. (First and Final Reading) *(Staff Contact: Martin Avila, Director of Finance)*

Fiscal Impact

Budgeted Y/N:	
Fund Name:	Equipment Services Fund
Full Account #s:	501-4051-542-6403
Amount:	
Project (if applicable):	
Financial Considerations:	

Attachments

Dept Memo Budget Amendment_6.20.2022
Budget Amendment Presentation_ 6.20.2022
Budget Amendment Ordinance 6.20.22

Respectfully submitted:

MARTIN AVILA, CPA
Finance Department
Director
817-426-9651

DEPARTMENT MEMO

DEPARTMENT: **Finance**

FROM: **Martin Avila, Finance Director**

MEETING: **June 20, 2022**

SUBJECT:

Consider an ordinance amending the City budget for fiscal year 2021-2022 by increasing appropriations in the Equipment Services Fund in the amount of $200,000 due to increase in fuel cost, Hidden Creek Golf fund in the amount of $115,000 for operational and capital outlay cost, Information Technology Support Services Fund in the amount of $478,666 for technology infrastructure upgrades and finding that this ordinance may be considered and approved at only one meeting because time is of essence. (First and Final Reading) *(Staff Presenter: Martin Avila, Director of Finance)*

SUMMARY:

The City's policy is to ensure appropriations are within the approved budgets at the fund level. Budget amendment is due to increase in fuel cost. Budget amendment will align the budget with year-end estimates for the Equipment Services, Hidden Creek Golf fund and Information Technology Support Services Fund.

OPTIONS:

Approve or Not approve the amended budget ordinance

RECOMMENDATION:

Staff recommends approval of amended budget ordinance

FISCAL IMPACT:

Budgeted Y/N: Budget amendment ordinance – Equipment Services Fund, Hidden Creek Golf Fund and Information Technology Support Services Fund.

Account number:
501-4051-542.64-03 $200,000 (fuel)
402-8012-521.66-03 $4,200 (range ball washer replacement
402-8013-521.41-01 $21,000 (pump house paint, roof, door)
402-8013-521.41-02 $66,000 (various maintenance & repair cost)
402-8015-521.41-01 $2,800 (kitchen floor refinish and seal
402-8015-521.72-05 $21,000 (Overage for new pump station)
504-1511-412.74-31 $478,666 (Information technology infrastructure upgrades)

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

NA

STAFF CONTACT:

Martin Avila
Finance Director
mavila@burlesontx.com
817-426-9651

THE CITY OF BURLESON TEXAS

Budget Amendment

Budget Amendment Summary

- Equipment Services Fund – 200,000
  - Increase in fuel cost
  - Funding – increase contributions from departments in FY2023
- Hidden Creek Golf Course - $115,000
  - Maintenance and improvements
  - Funding – Projecting an increase of $180,000 in revenues from initial projection of $1,620,000 presented in April 2022
- Information Technology Fund - $478,600
  - Technology infrastructure upgrades
  - Funding – available fund balance

Options

- Approve or Deny Budget Amendment
- Staff recommends approval of Budget Amendment

QUESTIONS/COMMENTS

ORDINANCE

AN ORDINANCE AMENDING THE CITY BUDGET FOR FISCAL YEAR 2021-2022 BY INCREASING APPROPRIATIONS IN THE EQUIPMENT SERVICES FUND IN THE AMOUNT OF $200,000 FOR FUEL, BY INCREASING APPROPRIATIONS IN THE GOLF FUND IN THE AMOUNT OF $115,000 FOR VARIOUS MAINTENANCE AND REPAIR COSTS, OVERAGE FOR A NEW PUMP STATION, KITCHEN FLOOR REFINISH AND SEAL, PUMP HOUSE PAINT, DOOR, AND ROOF REPAIRS, AND RANGE BALL WASHER REPLACEMENT, AND BY INCREASING APPROPRIATIONS IN THE IT SUPPORT SERVICES FUND IN THE AMOUNT OF $478,666 FOR INFORMATION TECHNOLOGY INFRASTRUCTURE UPGRADES; FINDING THAT TIME IS OF THE ESSENCE AND THAT THIS ORDINANCE MAY BE CONSIDERED AND APPROVED AT ONLY ONE MEETING; INCORPORATING THE RECITALS INTO THE BODY OF THE ORDINANCE; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC; AND, PROVIDING FOR A REPEALER CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

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

WHEREAS, the City desires to increase the appropriations in the Equipment Services Fund in the amount of $200,000 for fuel; and

WHEREAS, the City desires to increase the appropriations in the Golf Fund in the amount of $115,000 for various maintenance and repair costs, overage for a new pump station, kitchen floor refinish and seal, pump house paint, door, and roof repairs, and range ball washer replacement; and

WHEREAS, the City desires to increase the appropriations in the IT Support Services Fund in the amount of $478,666 for information technology infrastructure upgrades; and

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

WHEREAS, the City Council finds that this ordinance may be considered and approved in only one meeting because the provisions of this ordinance supplements the adopted budget by appropriating additional funds, because this ordinance is not considered as part of the consent agenda, and because time is of the essence;

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

Section 1.

In addition to those amounts appropriated from the various City departments for Fiscal Year 2021-2022 in the Budget of the City Manager, there shall also be increased estimated appropriations:

1) in the Equipment Services Fund in the amount of $200,000 for fuel;
2) appropriations in the Golf Fund in the amount of $115,000 for various maintenance and repair costs, overage for a new pump station, kitchen floor refinish and seal, pump house paint, door, and roof repairs, and range ball washer replacement; and
3) in the IT Support Services Fund in the amount of $478,666 for information technology infrastructure upgrades.

Section 2.

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 3.

All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 4.

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 5.

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 6.

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

PASSED AND APPROVED:

First and Final Reading: the _____ day of _____, 20_____.

_____
Mayor
City of Burleson, Texas

ATTEST:

_____
City Secretary

APPROVED AS TO FORM & LEGALITY:

_____
City Attorney

City of Burleson

City Council

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

AGENDA INFORMATION SHEET

DEPARTMENT: **Legal**

DATE: **06/20/2022**

SUBJECT

Consider approval of an amended employment agreement with Amanda Campos to serve as City Secretary. *(Staff Contact: Matt Ribitzki, Deputy City Attorney)*

Attachments

Department Memo
Contract

Respectfully submitted:

Matt Ribitzki
x9664

THE CITY OF BURLESON TEXAS

City Council

DEPARTMENT MEMO

DEPARTMENT: **Legal**

FROM: **Matt Ribitzki, Deputy City Attorney/Compliance Manager**

MEETING: **June 20, 2022**

SUBJECT:

Consider approval of an amended employment agreement with Amanda Campos to act as City Secretary. *(Staff Contact: Matt Ribitzki, Deputy City Attorney)*

SUMMARY:

Section 29 of the City's Charter requires that the City Council appoint a City Secretary. Amanda Campos has served as the City Secretary for a number of years. On June 14, 2022, the City Council conducted a performance review with Ms. Campos. The proposed employment agreement incorporates the modifications discussed during the performance review.

OPTIONS:

1) Approve the employment agreement; or
2) Deny the employment agreement.

RECOMMENDATION:

N/A

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

The City Council conducted a performance review with Ms. Campos on June 14, 2022.

FISCAL IMPACT:

Budgeted: Y
Fund Name: General Fund
Full Account No: 001-1411-412-1001

STAFF CONTACT:

Matt Ribitzki, Deputy City Attorney
Legal Department
mribitzki@burlesontx.com
817-426-9664

EMPLOYMENT AGREEMENT
FOR CITY SECRETARY

This Agreement for Professional Services and Employment as City Secretary (this "Agreement"), is made and entered into effective as of the 20th day of June, 2022, by and between the City of Burleson, Texas, a municipal corporation (the "City"), and Amanda J. Campos, (the "Secretary"), to establish and set forth the terms and conditions of the employment of Secretary as the City Secretary of the City.

W I T N E S S E T H:

WHEREAS, the City Council of the City of Burleson ("the Council") and the Secretary believe that employment agreements negotiated between city councils and city secretaries can be mutually beneficial to the City organization, the Secretary, and the community they serve;

WHEREAS, when appropriately structured, the Council and Secretary believe employment agreements can strengthen the Council-Secretary relationship by enhancing the excellence and continuity of the position for the benefit of its citizens;

WHEREAS, the Council and Secretary believe it is important to thoughtfully consider guidelines that will be consistent with both the letter and the spirit of state law, and to the extent applicable the personnel policies, that will uphold the principle of serving "at the will and pleasure of the City Council," that will clearly define and incorporate the benefits to the community and organization, and that will address the protection of the Secretary through provisions that are reasonable in nature and scope when compared to professional practices and local/regional market conditions and appropriately funded within the City's budget;

WHEREAS, City desires to continue to employ the services of the Secretary as the City Secretary of the City, pursuant to the terms, conditions, and provisions of this Agreement;

WHEREAS, it is the desire of the Council to provide compensation and benefits, establish conditions of employment, and to set the working conditions of the Secretary as provided in this Agreement;

WHEREAS, the Council desires to retain the services of the Secretary, to encourage full work productivity by assuring the Secretary's morale and peace of mind with respect to future security, and to provide a proper means for termination, resignation, or retirement of the Secretary;

WHEREAS, except as otherwise specifically provided herein, the Secretary shall have and be eligible for the same benefits as are provided to all employees of the City; and

WHEREAS, the Secretary has agreed to continue employment as the City Secretary of the City, subject to and on the terms, conditions, and provisions agreed to and set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the City and the Secretary hereby contract, covenant, and agree as follows:

SECTION I
DUTIES

The Council hereby agrees to the employment of Secretary as City Secretary of Burleson and Secretary agrees to perform the functions and duties specified in the Burleson City Charter, city ordinances, and state law, and to perform such other duties and functions as the City Council shall from time to time assign.

SECTION II
TERM

The term of this Agreement shall be indefinite and the Agreement shall be and remain in full force and effect until terminated by the Secretary or by the Council as herein provided (the "Term").

The Secretary shall serve at the will and pleasure of the Council and nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Council, or the Secretary, to terminate the services of the Secretary at any time, subject only to applicable provisions of the City personnel policies and the provisions set forth hereinafter in the section titled "Termination and Severance Pay".

SECTION III
SALARY

The City agrees to pay the Secretary an annual base salary of One Hundred Eighty-Two Thousand Nine Hundred and Seventy and 90/100s Dollars ($182,970.90), effective April 1, 2022, payable in installments at the same time as other employees of the City are paid. The City further agrees to review the base salary and other benefits of the Secretary at least annually through a formal evaluation, and consideration shall be given to adjust Secretary's compensation in conjunction with such performance evaluation. Secretary may receive cost of living salary increases, if any, that are received by other City employees. This agreement shall be automatically amended to reflect any salary adjustments provided in accordance with this Agreement and the City's personnel policy.

SECTION IV
DEFERRED COMPENSATION

City agrees to pay deferred compensation on behalf of Secretary in the amount of Twenty Thousand Dollars ($20,000.00) to a deferred compensation plan in accordance with City policy.

SECTION V
DISABILITY AND RETIREMENT BENEFITS

The Secretary shall be covered and governed by the same retirement system as are all other employees. Retirement contributions shall be paid as required by the retirement system's plan documents. The City agrees to provide a stipend to the Secretary equivalent to the Secretary's

contribution required by TMRS. Such stipend shall include the salary and other benefits treated as compensation for TMRS purposes.

The Secretary shall be eligible for the same disability plan as all other employees of the City. In the event of a disability, the Secretary shall be entitled to the use of accrued leave benefits pursuant to City policy in the same manner as other employees of the City.

If Secretary is permanently disabled or is otherwise unable to perform Secretary's duties because of sickness, accident, injury, mental incapacity or health for a period of four (4) successive weeks beyond any leave available under the Family Medical Leave Act, if any, City shall have the option to terminate this Agreement, without being subject to the severance pay requirements of Section XIII.

SECTION VI
INSURANCE

A. **Health Insurance.** The Secretary shall be covered by the same health, dental, and vision plans as all other employees.

B. **Life Insurance.** The Secretary shall be eligible for life insurance from the City. The multiple, type of policy, and policy terms will be pursuant to the same policies and conditions as are available to other employees of the City. The Secretary shall designate the beneficiary or beneficiaries of such policy.

SECTION VII
MONTHLY ALLOWANCES

A. **Vehicle Allowance.** The Secretary's duties require exclusive and unrestricted use of a vehicle. The City agrees to pay to the Secretary, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of Six Thousand Dollars ($6,000.00) per year, payable per pay period same as all other applicable employees of the City, as a vehicle allowance. The Secretary shall acquire and maintain a vehicle during the term of this Agreement, which shall be available for the Secretary's exclusive and unrestricted use in performance of his duties hereunder. The Secretary shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses, including gasoline, attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle.

B. **Cellular Telephone Allowance.** Secretary shall receive a cellular phone allowance of One Thousand Two Hundred Dollars ($1,200.00), payable per pay period same as all other applicable employees of the City and shall be responsible for obtaining a cellular phone for use in use in the performance of Secretary's duties. Secretary shall accept responsibility for payment of any taxes on this benefit that may apply now or throughout the duration of this Agreement.

SECTION VIII
LEAVE BENEFITS

All provisions of the rules and regulations of the City applicable to fringe benefits, leave and working conditions as they now exist or hereafter may be amended, shall also apply to the Secretary as they apply to all other employees of the City, in addition to the benefits enumerated specifically for the benefit of the Secretary herein. Secretary shall be considered a director-level employee for all purposes. Additionally, City and Secretary recognize that Secretary has been employed by the City since May of 2001. Nothing in this Agreement is meant to reduce the amount of accrued leave and other benefits currently accrued by or credited to Secretary as of the Effective Date of this Agreement.

SECTION IX
PROFESSIONAL AND CIVIC DEVELOPMENT

City agrees to budget and to pay the dues of Secretary for membership in the following professional and civic organizations and subscriptions of Secretary necessary for continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for continued professional participation, certification, growth, and advancement, for the good of the City:

- Texas Registered Municipal Clerk designation
- Certified Municipal Clerk designation
- Master Municipal Clerk designation
- International Institute of Municipal Clerks
- Texas Municipal Clerks Association

City also agrees to budget and to pay for the travel and subsistence expenses of Secretary for short courses, institutes, conferences, association meetings, and seminars that are necessary for professional and civic development, for the good of the City.

SECTION X
BUSINESS EXPENSES

Certain expenses of a non-personal and job-related nature will necessarily be incurred by the Secretary in the performance of the Secretary's duties; the City will pay or reimburse such business expenses upon receipt or proof of such expenditures in accordance with relevant City policy. In addition, the City will provide and pay for the techonology necessary for Secretary to work from home.

SECTION XI
INDEMNIFICATION

To the fullest extent permitted by law, City shall defend, save harmless and indemnify Secretary against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Secretary's

duties, and shall obtain and keep in full force and effect liability insurance, or risk pool coverage, including errors and omissions coverage on a "per occurrence" basis, in sufficient amounts to assure accomplishment of such hold harmless and indemnification; provided that this section shall not be construed as creating any right, cause of action, or claim of waiver or estoppel for or on behalf of any third party, nor shall it be construed as a waiver or modification of the availability of the defense of governmental immunity or any other legal defense available to either City or the Secretary as to any third party; and provided further that City shall not indemnify and hold harmless the Secretary from and with respect to any claim or liability for which the conduct of the Secretary is found by the courts to have been grossly negligent or intentional wrongful conduct.

City will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon; provided, however, that this indemnification shall be limited to the conditions and coverages of the liability insurance or risk pool coverage. This indemnification shall extend beyond and survive the termination of employment and the expiration of this Agreement.

SECTION XII
HOURS OF WORK

The Secretary is an exempt employee who is expected to engage in the hours of work that are necessary to fulfill the obligations of the position, must be available at all times, and must devote a great deal of time outside the normal office hours to the business of the City.

The Secretary acknowledges the proper performance of the duties of the City Secretary of the City will require the Secretary to generally observe normal business hours, that most work weeks involve a minimum of forty (40) hours, and will also often require the performance of necessary services outside of normal business hours. The Secretary agrees to devote such additional time as is necessary for the full and proper performance of the Secretary's duties and that the compensation herein provided includes compensation for the performance of all such services.

The City agrees that reasonable time off be permitted the Secretary, such as is customary for exempt employees, so long as the time off does not interfere with the normal conduct of the office of the City Secretary. Provided, however, the Council shall have the right to review Secretary's use of time off, and abuse of such use shall be grounds for discipline, up to and including termination.

The Secretary will devote full time and effort to the performance of the duties of the City Secretary of the City, and shall remain in the exclusive employment of the City during the term of this Agreement; provided that, subject to City Council approval, the Secretary may accept temporary, outside professional employment which will not in any way limit the performance of, or the Secretary's availability for the performance of, the Secretary's duties hereunder. The term "outside professional employment" shall be construed to include occasional teaching, writing or consulting performed on the Secretary's time off.

SECTION XIII
TERMINATION AND SEVERANCE PAY

A. The Secretary serves at the pleasure of the Council, and the Secretary's employment may be terminated by the Council at any time for any reason.

B. In the event Secretary is terminated by the Council and Secretary is then willing and able to perform all the duties of the City Secretary under this Agreement, then, in that event, the City agrees to pay the Secretary twelve (12) months full salary and three (3) months Health Insurance, payable in monthly installments at the same time as employees of the City are paid. Additionally, City agrees to pay Secretary the value of all accrued leave accrued by, or credited to, the Secretary prior to the termination as follows: Secretary shall be compensated for ninety percent (90%) of all accrued vacation leave and for one hundred percent (100%) of up to five hundred (500) hours of accrued sick leave. Secretary will be entitled to any other benefits (excluding accrued leave) on the same basis as any other employee of the City.

C. The City will not be obligated to pay the payment set forth in paragraph B of this section if:

1. Secretary is terminated for willful breach, disregard, or habitual neglect of duties or failure to follow directions of the Council that have been formally communicated to Secretary. As used in this paragraph, the terms "disregard or habitual neglect of duties" shall mean regular neglect of, disregard of, ignoring of or overlooking of duties of the job for which the Secretary is hired. As used in this paragraph, the term "willful breach" shall mean the intentional doing of some act with the knowledge that it is contrary to or in violation of formally communicated directions of the Council, save and except for directions, which the Secretary reasonably believes would require him to violate a law, ordinance or regulation from a governmental body or agency;

2. Secretary is terminated for misconduct involving an act of moral turpitude or of illegality. As used in this paragraph the term "moral turpitude" shall mean an act of baseness, vileness or depravity in the private and social duties which a person owes to another person in society and contrary to accepted and customary actions; and as used in this paragraph, the term "illegality" shall mean any action by Secretary in violation of any criminal statute, law, charter, regulation or ordinance of any governmental body or agency, save and except for class "C" misdemeanors under Texas State law; or

3. Secretary voluntary resigns the position of City Secretary.

D. A determination under paragraph C of this section that the City is not obligated to pay Secretary the severance amount shall require a majority vote of the Council, after an opportunity for a hearing.

E. In the event the Council, during the term of this Agreement, reduces the authority of the Secretary, or reduces the salary or other financial benefits of Secretary in a greater percentage than an applicable across-the-board reduction for all employees of the City, or in the event the City refuses, following written notice, to comply with any other provision

benefiting the Secretary herein, or the Secretary resigns following a suggestion, whether formal or informal, by the Council that the Secretary resign, then in that event, the Secretary may, at the Secretary's option, be deemed to have been terminated as of the date of such reduction, or as of the date the Secretary resigns at the Council's suggestion; provided that, notice having first been given, the suspension of the Secretary with pay pending the investigation and resolution of any charges against the Secretary described in paragraph C. of this section shall not constitute a termination, or a reduction under this section. The Council shall be deemed to have suggested the resignation of the Secretary at any time when a majority of the members of the Council shall at a Council meeting, or in writing, suggest that the Secretary resign.

F. If the Secretary terminates this Agreement by voluntary resignation of the position of City Secretary, the Secretary shall give forty-five (45) days' notice in advance unless the Council agrees otherwise; unless, however, the Secretary shall retire, and in such case, Secretary shall give ninety (90) days' notice in advance unless the Council agrees otherwise. In the event of resignation, Secretary will be entitled to compensation for accrued leave as follows: Secretary shall be compensated for one hundred percent (100%) of up to four hundred (400) hours of accrued vacation leave and for one hundred percent (100%) of up to seven hundred twenty (720) hours of accrued sick leave. Secretary will be entitled to any other benefits (excluding accrued leave) on the same basis as any other employee of the City.

SECTION XIV
NOTICES

All notices, demands, and other writings may be delivered by either party hereto to the other by United States Mail, or by a reliable commercial courier at the following address:

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

Secretary: Amanda J. Campos
(Address on file with the City's Human Resources Department.)

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service, or three (3) days after the date the notice is deposited in the United States Mail or with a commercial courier.

SECTION XV
CONFLICT OF INTEREST PROHIBITION

The Secretary shall not, during the Term of this Agreement, individually, as a partner, joint venture, officer or shareholder, invest or participate in any business venture conducting business

in the corporate limits of the City, except for stock ownership in a company whose capital stock is publicly held and regularly traded on any stock exchange, without the prior written approval of the Council. For and during the Term of the Agreement, the Secretary shall, except for a personal residence or residential property acquired or held for future use as the Secretary's personal residence, not invest in any other real estate or property improvements within the City, without the prior written consent of the Council. Additionally, Secretary shall abide by all City Charter provisions.

SECTION XVI
GENERAL PROVISIONS

A. **Section Headings.** All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

B. **Governing Law.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of Texas. Venue shall lie exclusively in Johnson County, Texas.

C. **Mediation.** The parties shall, in good faith, attempt to settle any controversy or claim by any party hereto arising out of or relating to this Agreement by mediation in accordance with the laws and rules of the State of Texas. Such mediation shall be held within thirty (30) days after demand therefor by any party. If one party fails or refuses to mediate within such thirty (30) day period, the other party may proceed to enforce such party's rights in a court of competent jurisdiction.

D. **Severability.** In the event any one or more of the sections, provisions or clauses contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

E. **Entire Agreement.** This Agreement incorporates all the agreements, covenants and understandings between the City and the Secretary concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No other prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement, including but not limited to previous employment agreements between the parties. It is the intent of the parties that this Agreement modify, replace, and supersede all prior employment agreements between the parties.

F. **Amendment.** This Agreement shall not be modified or amended except by a written instrument executed by the Secretary and the duly authorized representative of the Council.

G. **Effective Date.** This Agreement shall be and become in full force and effect as of the date above first written upon the adoption and approval of the Council, and the execution and delivery hereof by the authorized officer of the City and the Secretary.

H. Counterparts. This Agreement may be executed in duplicate original counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one in the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City and the Secretary have executed this Agreement effective as of the date first written above.

CITY OF BURLESON

_____	_____
Chris Fletcher, Mayor	Victoria Johnson, Place 1
_____	_____
Rick Green, Place 2	Jimmy Stanford, Place 3
_____	_____
Tamara Payne, Place 4	Dan McClendon, Place 5
_____	
Ronnie Johnson, Place 6	

ATTEST:

_____

Monica Solko, Deputy City Secretary (City Seal)

SECRETARY

AGREED AND ACCEPTED this the _____ day of _____, 20____.

_____

Amanda J. Campos, City Secretary

City of Burleson

City Council

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

AGENDA INFORMATION SHEET

DEPARTMENT: **Development Services**

DATE: **06/20/2022**

SUBJECT

3808 S Burleson Blvd, Lot 11, of Spring Valley (Case 22-039): Hold a public hearing and consider approval of an ordinance amending ordinance B-582, the zoning ordinance of the City of Burleson, Texas, by amending the official zoning map and changing the zoning on approximately 2.07 acres of land, addressed as 3808 S Burleson Blvd, known as Lot 11, Spring Valley an addition to Johnson County, Texas, from SP, Site Plan (D-094-08) to I, Industrial, making this ordinance cumulative of prior ordinances, providing a severability clause; providing a penalty clause, and providing for an effective date. *(First and Final Reading) (Staff Presenter: Tony McIlwain, Director of Development Services) (The Planning and Zoning Commission recommended approval unanimously)*

Attachments

Department Memo
Staff Presentation
Draft Ordinance
Survey
Old SP Ordinance

Respectfully submitted:

Tony McIlwain
Development Services Director
817-246-9684

DEPARTMENT MEMO

DEPARTMENT: **Development Services**

FROM: **Tony McIlwain**

MEETING: **June 20, 2022**

SUBJECT

3808 S Burleson Blvd, Lot 11, of Spring Valley (Case 22-039): Hold a public hearing and consider approval of an ordinance amending ordinance B-582, the zoning ordinance of the City of Burleson, Texas, by amending the official zoning map and changing the zoning on approximately 2.07 acres of land, addressed as 3808 S Burleson Blvd, known as Lot 11, Spring Valley an addition to Johnson County, Texas, from SP, Site Plan (D-094-08) to I, Industrial, making this ordinance cumulative of prior ordinances, providing a severability clause; providing a penalty clause, and providing for an effective date. *(First and Final Reading) (Staff Presenter, Tony McIlwain, Director of Development Services) (The Planning and Zoning Commission recommended approval unanimously)*

SUMMARY:

On March 28, 2022, an application was submitted by Larry Pool (Owner/Applicant) requesting to rezone a 2.07 acre parcel of land to I, Industrial zoning district to allow for future uses to operate on the subject lot. The subject site is currently zoned SP, Site Plan (D-094-08) which was approved by City Council on October 23, 2008. The original SP, Site Plan zoning request was initiated in order to allow for the storage of metal containers on site. According to the Site Plan ordinance, the only permitted land use was the storage of 8 foot x 40 foot x 8 foot metal containers. The ordinance also established that the use authorized by the site plan zoning district shall only operate for a duration of 10 years. Subsequently, the permitted use established by the Site Plan zoning district expired in October of 2018. In March of 2022, the owner submitted a certificate of occupancy proposing to operate a parking yard at the subject site. Upon review, staff denied the certificate of occupancy as the proposed use did not conform to the expired Site Plan ordinance. Rather than renew the previously approved site plan zoning, the owner is now requesting to rezone the subject site to I, Industrial. According to the owner, there is not a tenant lined up to occupy the site. A draft ordinance for this zoning change request is included in this packet.

Planning Analysis

The City's Imagine Burleson 2030 Midpoint Update Comprehensive Plan designates this site as **Employment Growth Center** that provides the following description:

> "Employment Growth Centers offer important employment opportunities, occupy large areas of land, and are generally located near major roads. The City's Highpoint Business Park has been a

great start to diversifying the economy and bringing world-class industries to the City. This future land use category focuses on the opportunities to expand the development.

This land use category should include a mix of low and medium density industrial buildings and industrial yards and have ample surface parking for cars and trucks. Design standards should be implemented to protect the image from the IH-35W corridor – specifically quality building materials and screening for outside storage. Success of the Employment Growth Center relies on quality road access with wide street lanes and large intersections and may be linked to rail for freight purposes. Transit, sidewalks and other pedestrian features should be limited.

The Employment Growth Center area in Burleson should be marketed to industries with potential for upward mobility of skilled workers such as logistics and warehousing. Limited residential uses focused on workforce housing may be considered."

Per the Employment Growth Center description, the Industrial zoning district is a corresponding district. Staff supports the zoning change as the proposed zoning will generally conform to the Comprehensive Plan by permitting additional industrial options and eliminating the outdated Site Plan zoning ordinance. This property is within the IH35 Overlay District – and all future development must meet the requirements of the City's design standards for the area. These design standards will be evaluated during commercial site plan processes.



	Zoning	**Use**
Subject Site	SP, Site Plan Zoning	Undeveloped, Used for parking
North	C, Commercial	Developed, Commercial
East	A, Agricultural	Developed, Industrial
South	A, Agricultural	Undeveloped
West	N/A, ETJ	Undeveloped

OPTIONS:

1. Approve the zoning change request; or

2. Deny the zoning change request.

RECOMMENDATION:

Staff recommends approval of a zoning change from SP, Site Plan district (D-094-08) to I, Industrial district for 3808 S Burleson Blvd, Lot 11, of Spring Valley (Case 22-039):

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

May 24, 2022: The Planning and Zoning Commission recommended approval unanimously of zoning change case 22-039.

October 23, 2008: The SP, Site Plan zoning district was approved by City Council.

PUBLIC NOTIFICATION:

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

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

FISCAL IMPACT:

None

STAFF CONTACT:

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

3808 S Burleson Blvd ZC

Location:

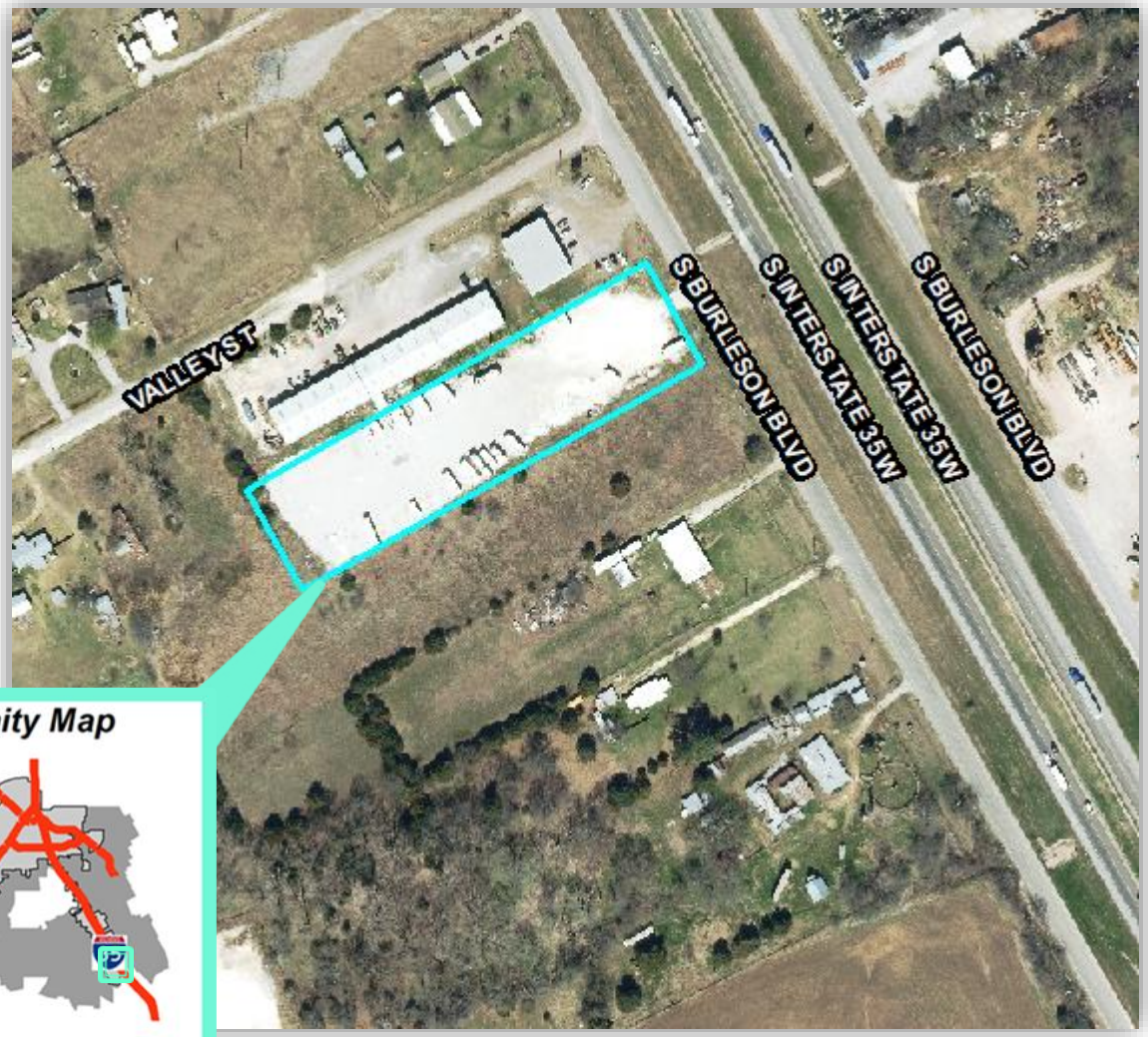
- 2.07 acres
- 3808 S Burleson Blvd

Applicant/Owner:

Larry Pool

Item for approval:

Zoning Change (Case 22-039)



3808 S Burleson Blvd ZC

Zoning Information

- Current zoning is SP, Site Plan (D-094-08)
  - Initiated to allow for the storage of metal containers on site as the only permitted land use.
  - Ordinance established 10 year duration of use (Expired in October 2018).
- Applicant is requesting a zone change to I, Industrial.
  - Allow for future uses to occupy and operate on the subject lot.

Subject site is approximately 2.07 acres



3808 S Burleson Blvd ZC

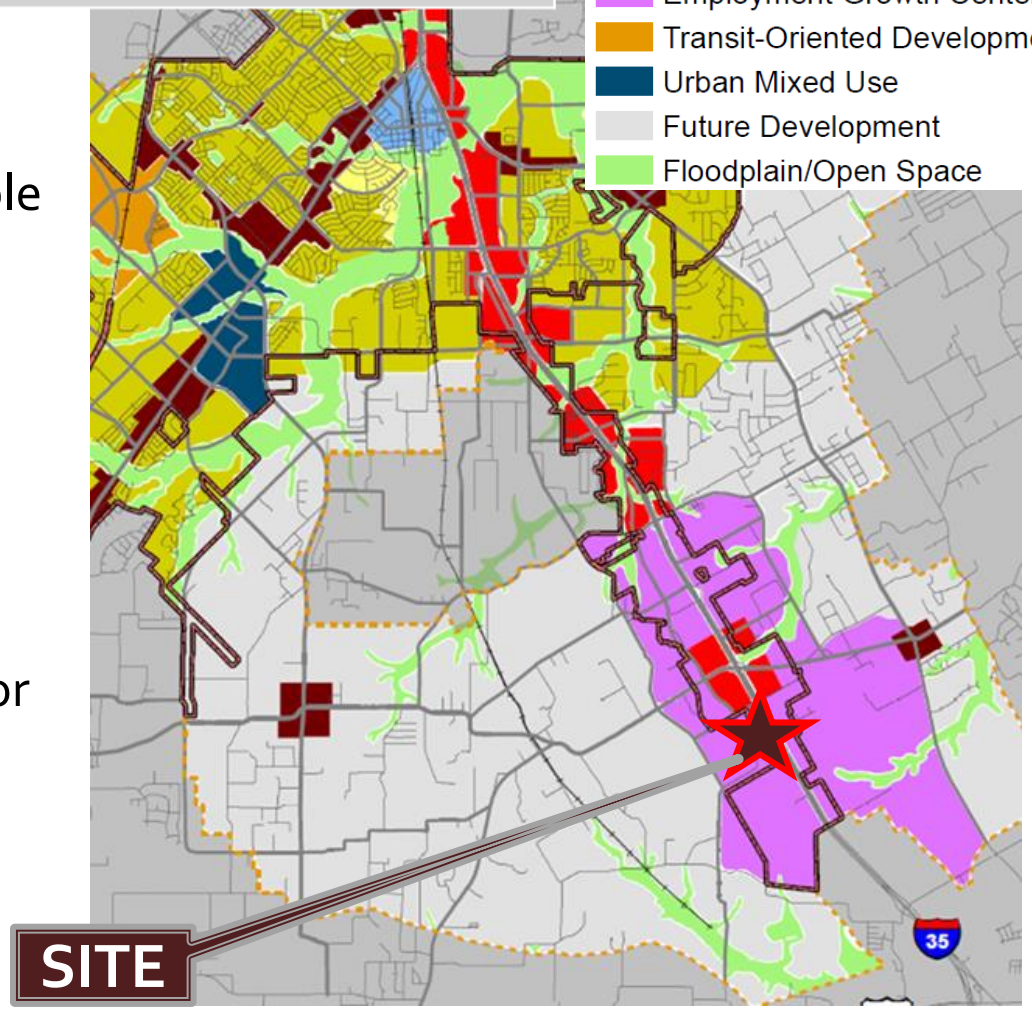
Conformance

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

Employment Growth Center

- This land use category should incorporate a mix of low and medium density industrial buildings and yards that have ample parking and loading for cars and trucks.
- Sites should have quality road access with wide street lanes and large intersections.
- Buildings and screening materials for outdoor storage should be of a quality that is reflective of Burleson and protects our image as seen from the IH-35W gateway.
- Industries should have upward mobility as well as potential for skilled workers to include logistics and warehousing.

<u>Corresponding Zoning Districts:</u>
C, I, BP



3808 S Burleson Blvd ZC

	Zoning	Use
Subject Site	SP, Site Plan	Undeveloped
North	C, Commercial	Developed, Commercial
East	A, Agricultural	Developed, Industrial
South	A, Agricultural	Undeveloped
West	N/A, ETJ	Undeveloped



Existing Surrounding Zoning

3808 S Burleson Blvd ZC

Public Hearing Notice

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

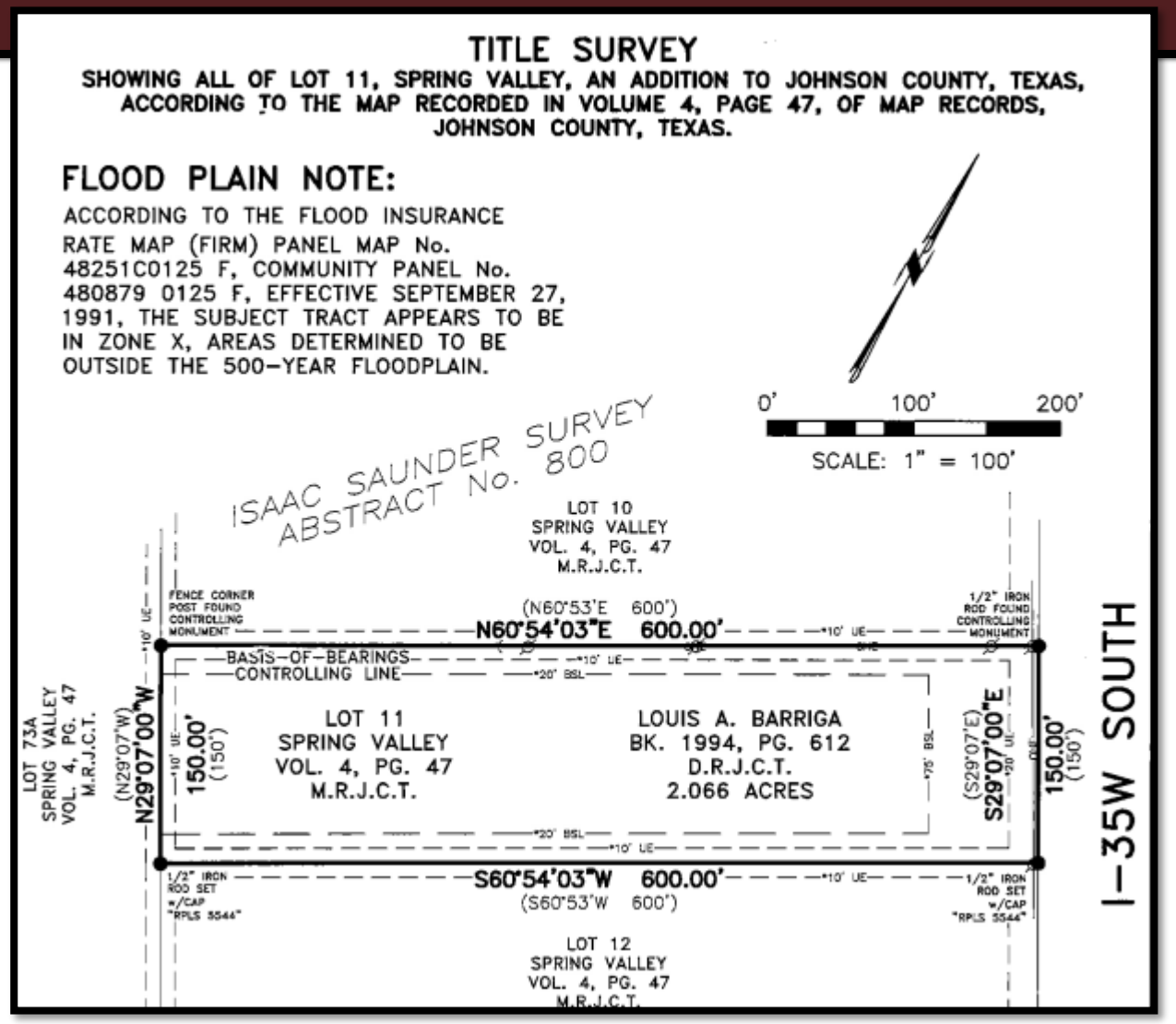
Staff has received no inquiries concerning this request.



3808 S Burleson Blvd ZC

Staff's Recommendation

Staff recommends approval of a zoning change from SP, Site Plan district (D-094-08) to I, Industrial district for 3808 S Burleson Blvd, Lot 11, of Spring Valley (Case 22-039):



3808 S Burleson Blvd ZC

P&Z Summary

Vote
Approved Unanimously

Discussion
Discussion was held regarding limiting some of the industrial uses permitted in the Industrial Zoning District.

Speaker
Larry Pool (Owner/Applicant)



ORDINANCE

AN ORDINANCE AMENDING ORDINANCE B-582, THE ZONING ORDINANCE OF THE CITY OF BURLESON, TEXAS, BY AMENDING THE OFFICIAL ZONING MAP AND CHANGING THE ZONING ON APPROXIMATELY 2.07 ACRES OF LAND, ADDRESSED AS 8308 S BURLESON BLVD, KNOWN AS LOT 11, SPRING VALLEY AN ADDITION TO JOHNSON COUNTY, TEXAS, FROM SP, SITE PLAN DISTRICT (D-094-08) TO I, INDUSTRIAL, MORE PARTICULALY DESCRIBED IN EXHIBIT A, JOHNSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING A CLAUSE STATING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND PROVIDING A CUMULATIVE CLAUSE, A SEVERABILITY CLAUSE, A SAVINGS CLAUSE, A PENALTY CLAUSE, AND AN EFFECTIVE DATE.

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

WHEREAS, on October 23, 2008, City Council approved Ordinance D-094-08 creating a SP, Site Plan Zoning District for 3808 S Burleson Blvd: and

WHEREAS, an application for a zoning change from Site Plan District D-094-08 to I, Industrial was filed by Larry Pool, Applicant, on March 28, 2022, under Case Number 22-039; and

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

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

WHEREAS, the City Council has determined that the proposed zoning ordinance amendment is in the best interest of the City of Burleson; and

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

WHEREAS, the City Council finds that this ordinance may be considered and approved in only one meeting because the provisions of this ordinance concern an individual zoning case that does not propose a change to the language to the Code of Ordinances of the City of Burleson.

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

Section 1.

The Official Zoning Map is hereby amended insofar as it relates to certain land described as Lot 11, Spring Valley, City of Burleson, Johnson County, Texas, more particularly described in Exhibit "A" and illustrated in Exhibit "B", all exhibits being attached hereto and incorporated herein by reference for all purposes, by changing the zoning of said property from Site Plan (SP) to Industrial zoning district (I).

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

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

Section 7.

Any person, firm, association of persons, company, corporation, or their agents, its servants, or

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

Section 8.

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

PASSED AND APPROVED:

First and Final Reading: the _____ day of _____, 20_____.

_____
Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

_____
Amanda Campos, City Secretary

APPROVED AS TO FORM & LEGALITY:

_____
E. Allen Taylor, Jr., City Attorney

Exhibit A- Legal Description

A survey of a 2.066 acre tract or parcel of land being all of Lot 11, Spring Valley Addition located within the City of Burleson, Johnson County, Texas recorded in Volume 4, Page 47, Map Records of Johnson County, Texas, said Lot 11 being more particularly described by metes and bounds as follows:

BEGINNING at a ½ inch iron rod found in the westerly right-of-way (R-O-W) of I-35W South (A 300 foot R-O-W), said iron being the southeasterly corner of Lot 10 of said Spring Valley Addition;

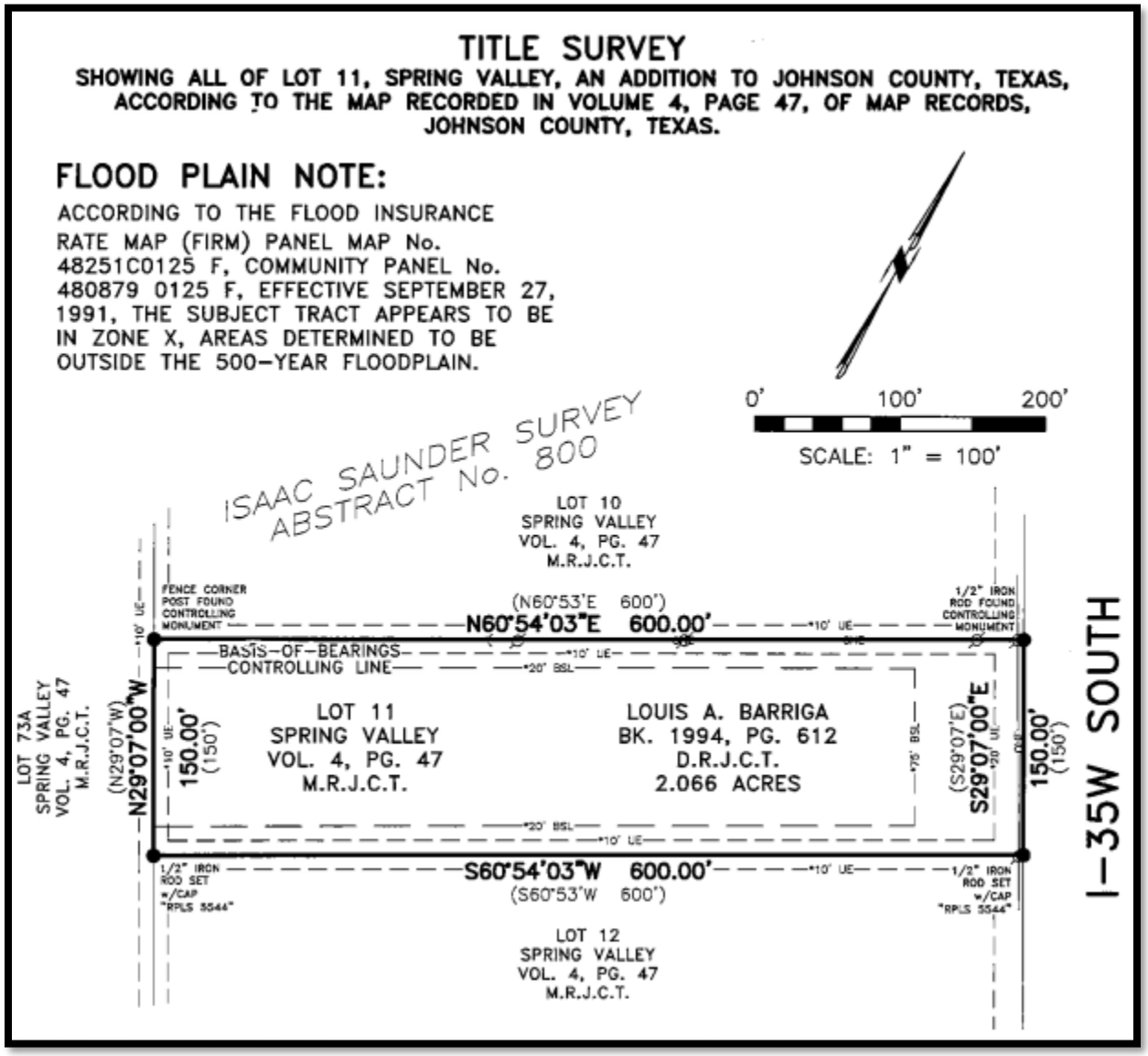
THENCE South 29°07'00" East, along said westerly R-O-W, a distance of 150.00 feet to a ½ inch iron rod found with a cap marked "RPLS 5544" being the northeasterly corner of Lot 12, of said Spring Valley Addition;

THENCE South 60°54'03" West, along said northerly property line of said Lot 12, a distance of 600.00 feet to a ½ inch iron rod found with cap marked "RPLS 5544" for the northwesterly corner of said Lot 12, said iron also being located in the Easterly line of Lot 73A, of said Spring Valley Addition;

THENCE North 29°07'00" West, along said easterly line, a distance of 150.00 feet to a fence corner post found being the southwesterly corner of aforementioned Lot 10;

THENCE North 60°54'03" East along the southerly line of said Lot 10, a distance of 600.00 feet to the point of beginning and containing 2.066 acres, more or less.

Exhibit B

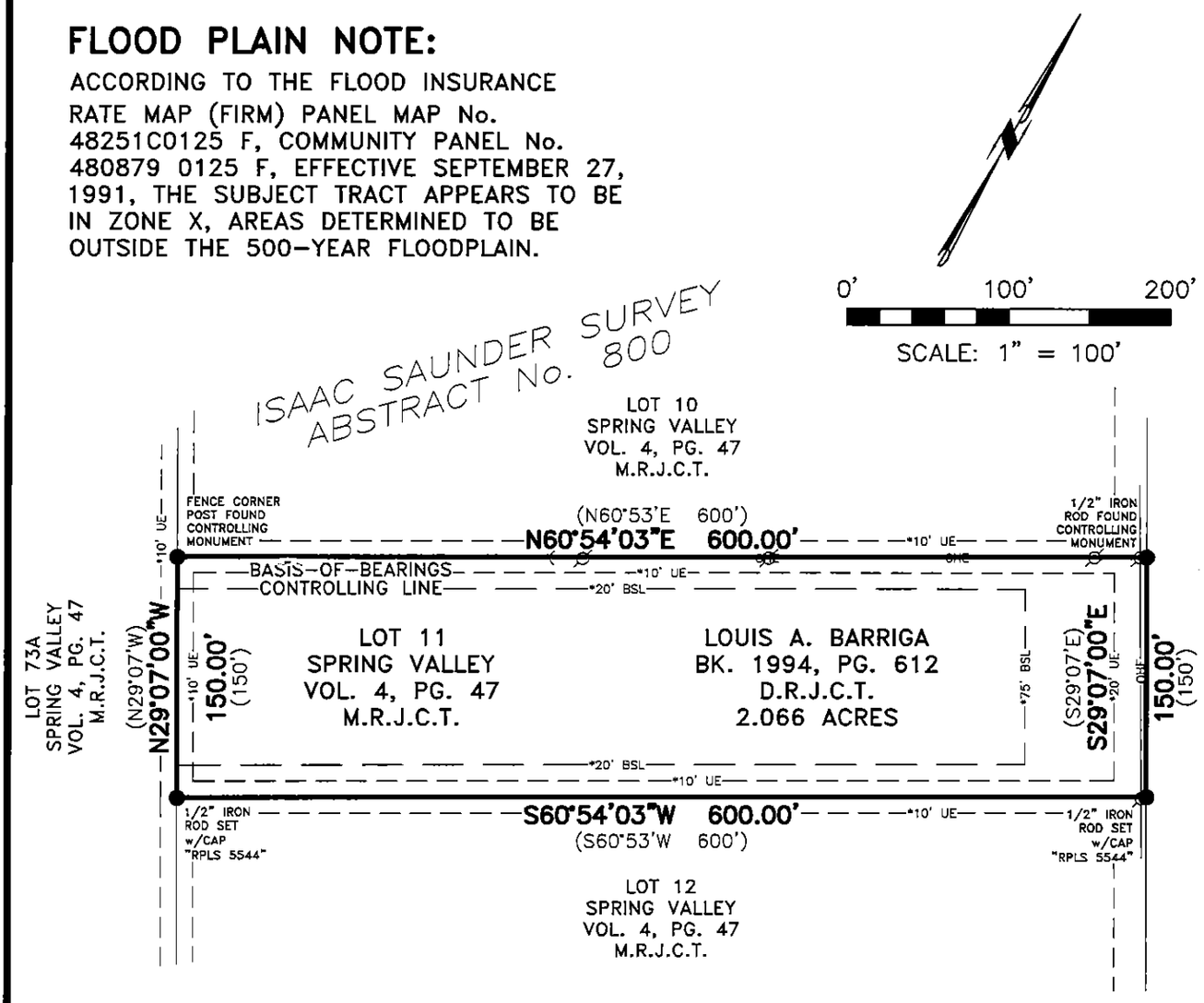

TITLE SURVEY
SHOWING ALL OF LOT 11, SPRING VALLEY, AN ADDITION TO JOHNSON COUNTY, TEXAS, ACCORDING TO THE MAP RECORDED IN VOLUME 4, PAGE 47, OF MAP RECORDS, JOHNSON COUNTY, TEXAS.
FLOOD PLAIN NOTE:
ACCORDING TO THE FLOOD INSURANCE RATE MAP (FIRM) PANEL MAP No. 48251C0125 F, COMMUNITY PANEL No. 480879 0125 F, EFFECTIVE SEPTEMBER 27, 1991, THE SUBJECT TRACT APPEARS TO BE IN ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN.
0'
100'
200'
SCALE: 1" = 100'
ISAAC SAUNDER SURVEY
ABSTRACT No. 800
LOT 10
SPRING VALLEY
VOL. 4, PG. 47
M.R.J.C.T.
FENCE CORNER POST FOUND CONTROLLING MONUMENT
(N60°53'E 600')
N60°54'03"E 600.00'
1/2" IRON ROD FOUND CONTROLLING MONUMENT
BASIS-OF-BEARINGS
CONTROLLING LINE
LOT 73A
SPRING VALLEY
VOL. 4, PG. 47
M.R.J.C.T.
(N29°07'W)
N29°07'00"W
150.00'
(150')
LOT 11
SPRING VALLEY
VOL. 4, PG. 47
M.R.J.C.T.
LOUIS A. BARRIGA
BK. 1994, PG. 612
D.R.J.C.T.
2.066 ACRES
(S29°07'E)
S29°07'00"E
150.00'
(150')
1/2" IRON ROD SET w/CAP "RPLS 5544"
S60°54'03"W 600.00'
(S60°53'W 600')
1/2" IRON ROD SET w/CAP "RPLS 5544"
LOT 12
SPRING VALLEY
VOL. 4, PG. 47
M.R.J.C.T.
I-35W SOUTH

TITLE SURVEY

SHOWING ALL OF LOT 11, SPRING VALLEY, AN ADDITION TO JOHNSON COUNTY, TEXAS, ACCORDING TO THE MAP RECORDED IN VOLUME 4, PAGE 47, OF MAP RECORDS, JOHNSON COUNTY, TEXAS.

FLOOD PLAIN NOTE:

ACCORDING TO THE FLOOD INSURANCE RATE MAP (FIRM) PANEL MAP No. 48251C0125 F, COMMUNITY PANEL No. 480879 0125 F, EFFECTIVE SEPTEMBER 27, 1991, THE SUBJECT TRACT APPEARS TO BE IN ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN.



GF No. 08R08278 BU3
SCHEDULE B NOTES:

1. RESTRICTIVE COVENANTS FILED 07-05-1979, VOLUME 801, PAGE 604, REAL PROPERTY RECORDS, JOHNSON COUNTY, TEXAS (R.P.R.J.C.T.) - DOES NOT AFFECT.
2. *RESTRICTIVE COVENANTS FILED 04-06-1981, VOL.. 862, PG.. 418, R.P.R.J.C.T., AMENDMENTS FILED 03-06-2000, VOL. 2446, PG. 465, 11-13-2000 VOL. 2550, PG. 532, R.P.R.J.C.T., AS AFFECTED BY INSTRUMENT FILED 04-29-2005, VOL. 3523, PG. 377, R.P.R.J.C.T. - AFFECTS AS SHOWN.
3. ITEM 10a - UTILITY EASEMENT FILED 06-04-1971, VOL. 588, PG. 582, R.P.R.J.C.T. - DOES NOT AFFECT.
4. ITEM 10b - UTILITY EASEMENT FILED 06-20-1991, VOL. 1570, PG. 245, R.P.R.J.C.T. - MAY AFFECT, NOT LOCATABLE BY DESCRIPTION.
5. ITEM 10c - UTILITY EASEMENT FILED 02-23-1974, VOL. 631, PG. 660, R.P.R.J.C.T. - MAY AFFECT, RECORD DOCUMENT NOT READABLE.
6. ITEM 10d - R-O-W EASEMENT FILED 01-12-2001, VOL. 2575, PG. 402, R.P.R.J.C.T. - MAY AFFECT, NOT LOCATABLE BY DESCRIPTION.
7. ITEM 10e - ROAD EASEMENT FILED 07-30-1981, VOL. 873, PG. 344, R.P.R.J.C.T. - DOES NOT AFFECT.
8. ITEM 10f - EASEMENT FOR HIGHWAY PURPOSES FILED 05-16-1962, VOL. 448, PG. 466, R.P.R.J.C.T. - DOES NOT AFFECT.

LEGEND

BSL	BUILDING SETBACK LINE
UE	UTILITY EASEMENT
——OHE——	OVERHEAD POWER LINE
⌀	POWER POLE
↙	GUY WIRE
●	CORNER MONUMENT

SURVEYOR'S CERTIFICATE:

I, MATT POWELL, REGISTERED PROFESSIONAL LAND SURVEYOR No. 5544, DO HEREBY CERTIFY THAT THE PLAT SHOWN HEREON ACCURATELY REPRESENTS THE PROPERTY AS DETERMINED BY AN ON THE GROUND SURVEY MADE UNDER MY DIRECTION AND SUPERVISION. THERE ARE NO ENCROACHMENTS OR PROTRUSIONS, EXCEPT AS SHOWN, AND ALL CORNERS ARE AS SHOWN.



Matt Powell

MATT POWELL
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 5544
DATED: 03-28-08

DFW Geodesy
1108 SOUTH DOBSON STREET
BURLESON, TX 76028
817-447-4122

( ) DENOTES RECORD DATA.

DATE: 03-28-2008	DRAWN: A.D.G	CHECKED: M.P.	DFW JOB No. 2008018-01	3808 I-35W SOUTH BURLESON, TEXAS	SHT. NO. 1 OF 1

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ORDINANCE D-094-08

AN ORDINANCE AMENDING ORDINANCE B-582, THE ZONING ORDINANCE OF THE CITY OF BURLESON, TEXAS, BY AMENDING THE OFFICIAL ZONING MAP AND CHANGING THE ZONING OF 2.066 ACRES, BEING ALL OF LOT 11, SPRING VALLEY ADDITION, LOCATED WITHIN THE CITY OF BURLESON, JOHNSON COUNTY, TEXAS, FROM THE A AGRICULTURAL DISTRICT TO THE SP SITE PLAN DISTRICT, WITHIN THE IH 35 OVERLAY ZONING; MAKING THIS ORDINANCE CUMULATIVE OF PRIOR ORDINANCES; PROVIDING FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING A SAVINGS CLAUSE; AUTHORIZING PUBLICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, an application for a zoning change was filed by Larry Pool on July 8, 2008, under Case Number 08-102; and

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

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

WHEREAS, the City Council has determined that the proposed zoning ordinance amendment is in the best interest of the City of Burleson.

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

SECTION 1

The Official Zoning Map is hereby amended insofar as it relates to certain land located in Burleson, Texas, as shown on the Conceptual Site Plan attached as Exhibit A and described by metes and bounds within Exhibit B by changing the zoning of said property from the (A) Agricultural district to the (SP) Site Plan district, within the IH 35 overlay district.

SECTION 2

The site plan district, as defined by Exhibit A, shall be subject to the following conditions:

1. GENERAL

    a. The purpose of this SP district is for storage of metal storage containers rented to gas well companies.

    b. This property is subject to all the regulations contained in the City of Burleson development codes, except where amended by this Ordinance.

2. PERMITTED LAND USES

The following land uses shall be permitted within this SP district provided the site layout and uses are consistent with the conceptual site plan as shown on Exhibit A.

    a. Storage of 8 foot x 40 foot x 8 foot metal storage containers.

3. GENERAL DEVELOPMENT CRITERIA

    a. No new buildings shall be erected as part of this site plan zoning district.

    b. Landscaping shall be installed generally as shown in Exhibit A and shall be chosen from the City of Burleson approved plant list.

    c. The front yard shall remain as open space and landscaped as depicted in Exhibit A.

    d. The ground surface covering in the areas used for and adjacent to storage areas for 10 feet in any direction are to be gravel and be kept free of grass, debris, weeds etc.

    e. There shall be no stacking of metal storage containers.

    f. At any given time there shall be no more than 50 metal storage containers within the property.

4. DURATION

    a. The uses authorized by site plan zoning district shall operate under the above criteria for a period of 10 years from the date of approval of this ordinance and shall be required to be renewed through the zoning process upon lease renewal.

b. Upon approval of the renewal of any use, the City Council may impose such safeguards, requirements and conditions as it deems are necessary to properly protect any surrounding property, surrounding use, or neighborhood character and to insure the appropriate conduct of the special permitted use, including, without limitation, imposing development standards, requiring public facility improvements and means of ingress and egress of public streets, establishing conditions of operation, establishing time limits, establishing location, arrangement and construction of any uses or structures, adopting regulations to protect the general welfare and adjacent property from excessive noise, vibration, dust, dirt, smoke, fumes, gas, odor, explosion, glare, offensive view of other undesirable or hazardous conditions. All conditions imposed by the City Council shall be complied with prior to the issuance of a Certificate of Occupancy.

c. Denial of the renewal of any use by the City Council shall cause said use to be invalid, and said use shall cease operations within a time period set by the City Council.

d. In the event the building, premises or land uses authorized by this Site Plan zoning district are terminated or abandoned for a period of six (6) months or longer, the use of the same shall thereafter conform to the regulations applicable to the zoning district, unless a new and separate use is approved by the City Council.

5. SIGNAGE

a. Existing signage shall remain on the site. No additional signage (detached from the existing building) may be erected without special exception from the City of Burleson.

SECTION 3
CUMULATIVE CLAUSE

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 4
SEVERABILITY CLAUSE

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared

unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the city council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 5
PENALTY CLAUSE

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.

SECTION 6
EFFECTIVE DATE

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

PASSED AND APPROVED this the 23rd day of October 2008

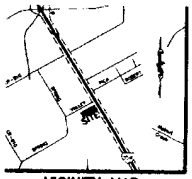
MAYOR

ATTEST:

Cathy Bowers
City Secretary - Deputy

First Reading: 10-9-08

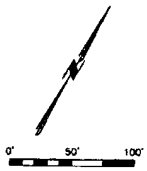
EXHIBIT A –Conceptual Site Plan



VICINITY MAP
N.T.S.

LEGEND

- EXISTING BETHANY WATER
- EXISTING OVERHEAD ELECTRIC
- PROPOSED CHAIN LINK FENCE
- TREE
- SHRUB LINE
- DIRECTION OF DRAINAGE FLOW



SCALE: 1" = 50'

LEGAL DESCRIPTION:
BEING ALL OF LOT 11, SPRING VALLEY, AN ADDITION TO JOHNSON COUNTY, TEXAS, ACCORDING TO THE MAP RECORDED IN VOLUME 4, PAGE 47, MAP RECORDS, JOHNSON COUNTY, TEXAS (M.R.J.C.T.), SAID LOT 11 BEING MORE PARTICULARLY DESCRIBED, BY METES AND BOUNDS, AS FOLLOWS:

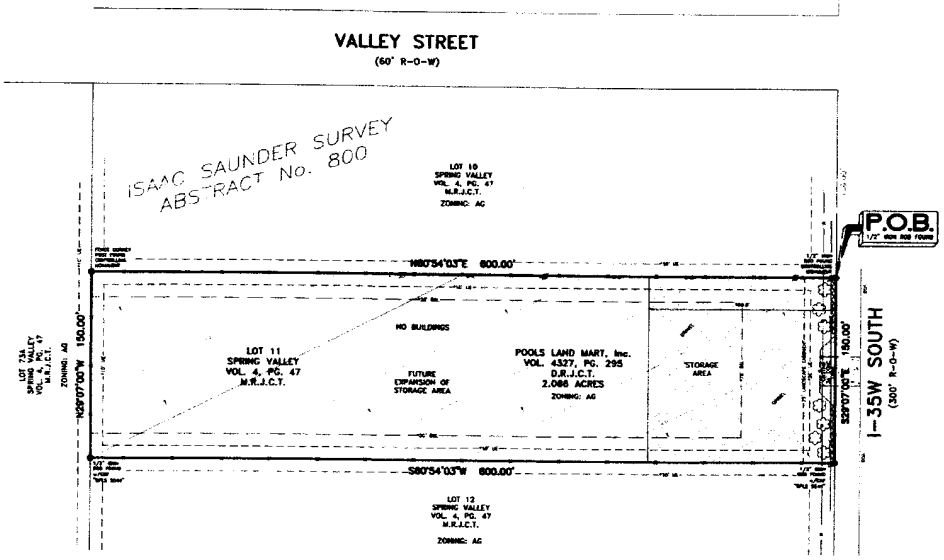
BEGINNING AT A 1\2 INCH IRON ROD FOUND IN THE WESTERLY RIGHT-OF-WAY (R-O-W) OF I-35W SOUTH (A 300' R-O-W), SAID IRON BEING THE SOUTHEASTERLY CORNER OF LOT 10, OF SAID SPRING VALLEY ADDITION;

THENCE SOUTH 29°07'00" EAST, ALONG SAID WESTERLY R-O-W, A DISTANCE OF 150.00 FEET TO A 1/2 INCH IRON ROD FOUND WITH CAP MARKED "RPLS 5544" BEING THE NORTHEASTERLY CORNER OF LOT 12, OF SAID SPRING VALLEY ADDITION;

THENCE SOUTH 60°54'03" WEST, ALONG THE NORTHERLY PROPERTY LINE OF SAID LOT 12, A DISTANCE OF 600.00 FEET TO A 1/2 INCH IRON ROD FOUND WITH CAP MARKED "RPLS 5544" FOR THE NORTHWESTERLY CORNER OF SAID LOT 12, SAID IRON ALSO BEING LOCATED IN THE EASTERLY LINE OF LOT 73A, OF SAID SPRING VALLEY ADDITION;

THENCE NORTH 29°07'00" WEST, ALONG SAID EASTERLY LINE, A DISTANCE OF 150.00 FEET TO A FENCE CORNER POST FOUND BEING THE SOUTHWESTERLY CORNER OF AFOREMENTIONED LOT 10;

THENCE NORTH 60°54'03" EAST, ALONG THE SOUTHERLY LINE OF SAID LOT 10, A DISTANCE OF 600.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING 2.066 ACRES, MORE OR LESS.



UTILITIES:
WATER SERVICE:
1. N/A
ELECTRIC SERVICE:
1. N/A
FIRE EQUIPMENT
1. N/A
PHONE EQUIPMENT
1. N/A

SITE/BUILDING LIGHTING:
1. N/A

SITE IRRIGATION:
1. N/A

FENCING:
1510 LINEAR FEET OF CHAIN LINK FENCING. FENCE CONSTRUCTION PROVIDED WILL BE IN ACCORDANCE WITH ORDINACE B-582(A0508).

SITE USE SPECIFICATIONS:
1. SITE WILL BE USED FOR METAL STORAGE CONTAINERS MAXIMUM SIZE: HEIGHT = 8'; WIDTH = 8'; LENGTH = 30'
2. MAXIMUM NUMBER OF CONTAINERS WILL BE 40 FOR THE ENTIRE LOT 11.
3. NO CONTAINER SHALL BE STACKED ONSITE.
4. LANDSCAPING AND TREE PLACEMENT WILL BE PROVIDED TO SCREEN CONTAINERS FROM ROAD FRONTAGE IN ACCORDANCE IN 35 OVERLAY ORDINANCE B-767-07.
5. TREES PLANTED WILL BE A MINIMUM OF 3" CALIPER. FOR EVERY 30' OF FRONTAGE ON IH 35, 15 FIVE GALLON SHRUBS WILL BE PLANTED, WITH A MINIMUM OF 2' IN HEIGHT.

SITE TABULATION DATA:
LOT AREA = 90000 SQ. FT.
LANDSCAPE AREA = 3750 SQ. FT.
GRAVEL AREA = 18750 SQ. FT.

FILE COPY

SEP 04 2008

A SITE PLAN SHOWING

LOT 11
SPRING VALLEY ADDITION

CITY OF BURLESON, JOHNSON COUNTY, TEXAS

SHOWING ALL OF LOT 11, SPRING VALLEY, AN ADDITION TO JOHNSON COUNTY, TEXAS, ACCORDING TO THE MAP RECORDED IN VOLUME 4, PAGE 47, OF MAP RECORDS, JOHNSON COUNTY TEXAS.
AUGUST 26, 2008

SURVEYOR:
DFW Geodesy

OWNER/DEVELOPER:
POOL LAND MART, Inc.
LARRY POOL
2816 SO. 135W
BURLESON, TX. 76028
(817) 426-1551

FLOOD PLAIN NOTE:
ACCORDING TO THE FLOOD INSURANCE RATE MAP (FIRM) PANEL MAP No. 48251C0125 F, COMMUNITY PANEL No. 480679 0125 F, EFFECTIVE SEPTEMBER 27, 1991, THE SUBJECT TRACT APPEARS TO BE IN ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN.

EXHIBIT B

Metes and Bounds Description

A survey of a 2.066 acre tract or parcel of land being all of Lot 11, Spring Valley Addition located within the City of Burleson, Johnson County, Texas recorded in Volume 4, Page 47, Map Records of Johnson County, Texas, said Lot 11 being more particularly described by metes and bounds as follows:

BEGINNING at a ½ inch iron rod found in the westerly right-of-way (R-O-W) of I-35W South (A 300 foot R-O-W), said iron being the southeasterly corner of Lot 10 of said Spring Valley Addition;

THENCE South 29°07'00" East, along said westerly R-O-W, a distance of 150.00 feet to a ½ inch iron rod found with a cap marked "RPLS 5544" being the northeasterly corner of Lot 12, of said Spring Valley Addition;

THENCE South 60°54'03" West, along said northerly property line of said Lot 12, a distance of 600.00 feet to a ½ inch iron rod found with cap marked "RPLS 5544" for the northwesterly corner of said Lot 12, said iron also being located in the Easterly line of Lot 73A, of said Spring Valley Addition;

THENCE North 29°07'00" West, along said easterly line, a distance of 150.00 feet to a fence corner post found being the southwesterly corner of aforementioned Lot 10;

THENCE North 60°54'03" East along the southerly line of said Lot 10, a distance of 600.00 feet to the point of beginning and containing 2.066 acres, more or less.

AFFIDAVIT OF PUBLICATION

THE STATE OF TEXAS
COUNTY OF JOHNSON
CITY OF BURLESON

BEFORE ME, a notary public in and for the above named County, on this day personally appeared the person whose name is subscribed below, who having been duly sworn, says upon oath that he or she is a duly authorized officer or employee of the *Burleson Star*, which is a newspaper of general circulation in the above named County, devoting not less than 25% of its total column lineage to the carrying of items of general interest, published not less frequently than once each week, entered as periodical permit postal matter in the county where published, and having been published regularly and continuously for not less than 12 months prior to the making of any publication. The clipping attached to this Affidavit was published in said newspaper on the following date(s):

October 29, 2008 and November 2, 2008

C. K.
Authorized Officer or Employee

SUBSCRIBED AND SWORN TO BEFORE ME on this 10th day of Nov., 2008

J. Allyne Middleton
J. Allyne Middleton
Notary Public

NOTARY PUBLIC * STATE OF TEXAS *
J. ALLYNE MIDDLETON
Notary Public
STATE OF TEXAS
My Comm. Exp. 02/17/2009

ORDINANCE
D-094-08

AN ORDINANCE AMENDING ORDINANCE B-582, THE ZONING ORDINANCE OF THE CITY OF BURLESON, TEXAS, BY AMENDING THE OFFICIAL ZONING MAP AND CHANGING THE ZONING OF 2.066 ACRES, BEING ALL OF LOT 11, SPRING VALLEY ADDITION, LOCATED WITHIN THE CITY OF BURLESON, JOHNSON COUNTY, TEXAS, FROM THE A AGRICULTURAL DISTRICT TO THE SP SITE PLAN DISTRICT, WITHIN THE IH 35 OVERLAY ZONING; MAKING THIS ORDINANCE CUMULATIVE OF PRIOR ORDINANCES; PROVIDING FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING A SAVINGS CLAUSE; AUTHORIZING PUBLICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, an application for a zoning change was filed by Larry Pool on July 8, 2008, under Case Number 08-102; and

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

SECTION 5
PENALTY CLAUSE

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 this the 23rd day of October 2008.

/s/Ken Shetter, Mayor

Attest: Amanda McCrory, City Secretary

B - Oct 29, Nov 2 - Ord D-094-08

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:	**06/20/2022**

SUBJECT

2227 SW Wilshire Blvd (Oncor) (Case 22-047 & 22-048): Hold a public hearing and consider approval of an ordinance zoning change request from “A”, Agricultural, to “SFE" Single-family estate dwelling district (Case 22-048) and associated commercial site plan (Case 22-047) for an electrical substation. *(First and Final Reading) (Staff Presenter: Tony Mcilwain, Director of Development Services) (The Planning and Zoning Commission recommended approval unanimously)*

Attachments

Department Memo
Staff Presentation
Site Plan
Draft Ordinance

Respectfully submitted:

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

DEPARTMENT MEMO

DEPARTMENT: **Development Services**

FROM: **Tony McIlwain**

MEETING: **June 20, 2022**

SUBJECT

2227 SW Wilshire Blvd (Oncor) (Case 22-047 & 22-048): Hold a public hearing and consider a zoning change request from "A", Agricultural, to "SFE" Single-family estate dwelling district (Case 22-048) and associated commercial site plan (Case 22-047) for an electrical substation. *(First and Final Reading) (Staff Presenter, Tony Mcilwain, Director of Development Services) (The Planning and Zoning Commission recommended approval unanimously)*

SUMMARY:

On April 4, 2022, an application for a commercial site plan (Case 22-047) and a rezone (Case 22-048) from "A" Agricultural to "SFE" Single-family estate dwelling district was submitted by Rob Myers with Kimley-Horn on behalf of Oncor for an electrical substation on approximately 3.673 acres. The commercial site plan conforms to all city ordinances and no waivers have been requested by the applicant. The commercial site plan is required to be approved by the Planning and Zoning Commission and City Council because it is associated with a zoning change request (Case 22-048). The site consists of an electrical substation that will be screened with an 8 foot wall. The perimeter of the site will be landscaped with 69 Nellie Stevens Hollies.

Planning Analysis

The proposed development will be an electrical substation which is not permitted in the current A, Agriculture zoning. The applicant has proposed SFE, Single-family estate dwelling district which permits an electrical substation by-right and is compatible with the comprehensive plan and surrounding zoning. The applicant submitted a concurrent Commercial Site Plan (Case 22-047) and Final Plat (Case 22-046) for consideration with this zoning request.

Zoning and Land Use Table

	Zoning	Use
Subject Site	SF7, Single family -7	Undeveloped
North	SF7, Single family -7	Undeveloped
East	SF7, Single family -7 & SFA, Single family attached	Undeveloped

South	SF7, Single family -7	Undeveloped
West	SF7, Single family -7	Undeveloped

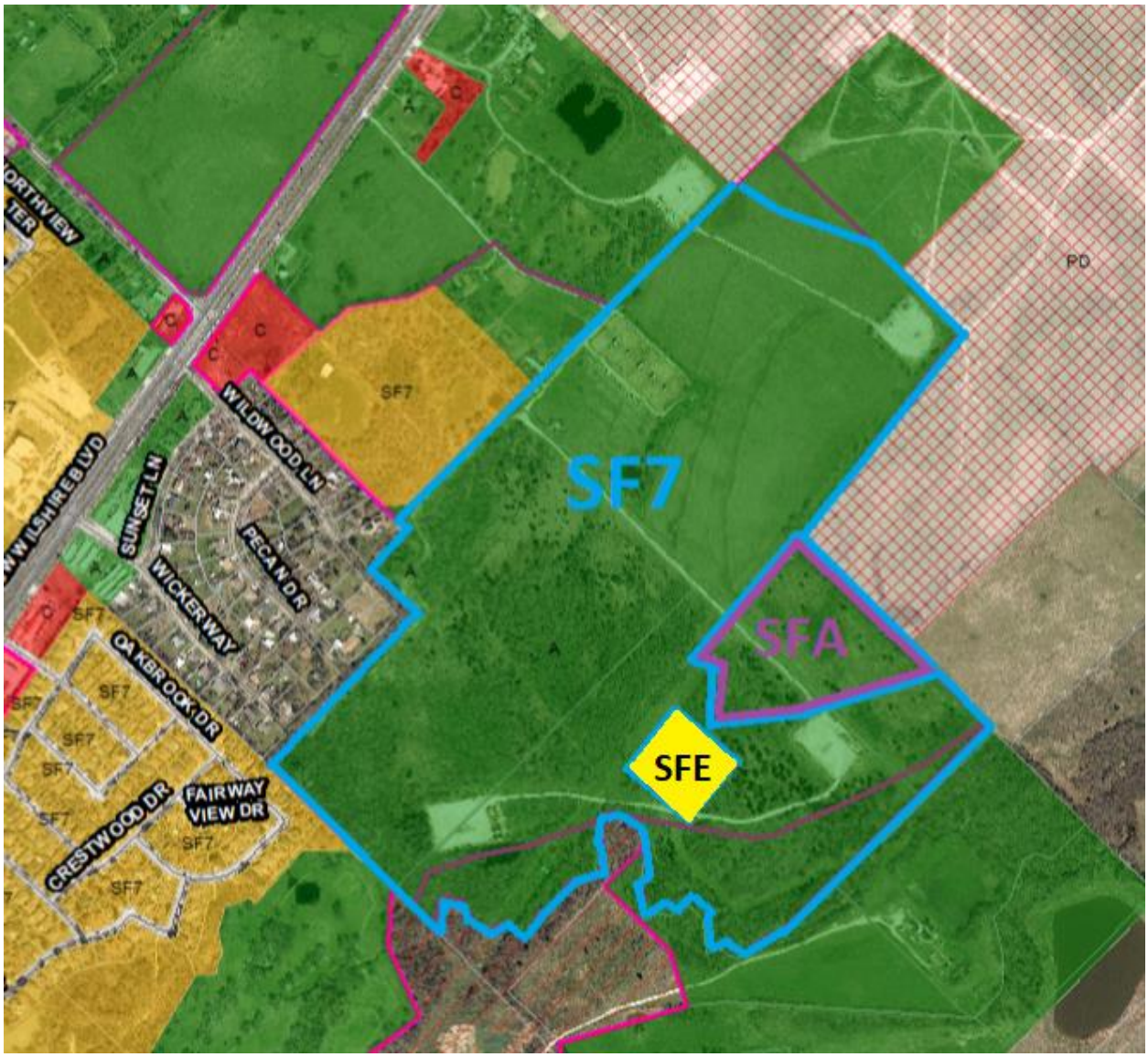


Exhibit A. (Yellow represents proposed SFE zoning and substation location)

This site is designated in the Comprehensive Plan as Neighborhoods.

Neighborhoods is predominantly residential with traditional development patterns but should allow for a mix of densities, lot sizes, housing types, and styles. The primary uses in this category include single-family residences, including a range of densities from large, agricultural lots to suburban neighborhood lots. Patio homes, and townhomes may be appropriate in certain locations, especially when part of a master planned community. Multi-family dwelling units as part of a mixed-use development may be

appropriate. Supporting and complementary uses, such as open space, schools and other public or civic uses, and limited small-scale neighborhood commercial uses, are also encouraged in this category.

Traffic:

The site will be accessed from existing crushed stone roads used for a gas well site until the Bear Ridge subdivision streets have been constructed. No new entrance to Wilshire Blvd (SH174) is proposed.

Utilities/ Drainage:

A detention study was submitted for the Bear Ridge subdivision indicating that detention is not required for the proposed substation due to the proximity of the Village Creek floodplain.

Water trucks will be used to maintain landscaping until the Bear Ridge subdivision infrastructure has been constructed.

OPTIONS:

1. Approve the zoning change request and commercial site plan; or
2. Approve the zoning change request and commercial site plan with additional conditions; or
3. Deny the zoning change request and commercial site plan.

RECOMMENDATION:

Staff recommends approval of the zoning change request (Case 22-048) and commercial site plan (Case 22-047).

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

May 24, 2022 – The Planning and Zoning Commission unanimously recommend approval of the rezone and commercial site plan requests.

April 18, 2022 – Zoning change from A, Agricultural to SF7, Single-family dwelling district-7 and SFA- Single-Family attached was approved by City Council.

March 22, 2022 – Zoning change from A, Agricultural to SF7, Single-family dwelling district-7 and SFA-Single-Family attached was recommended for approved by the Planning and Zoning Commission.

PUBLIC NOTIFICATION:

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

At this time there have been no formal opposition regarding this case.

FISCAL IMPACT:

None

STAFF CONTACT:

Name: Tony McIlwain

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

Oncor CSP & ZC

Location:

- 2227 SW Wilshire Blvd

Applicant:

Rob Myers (applicant)

Walter Matyastik (owner)

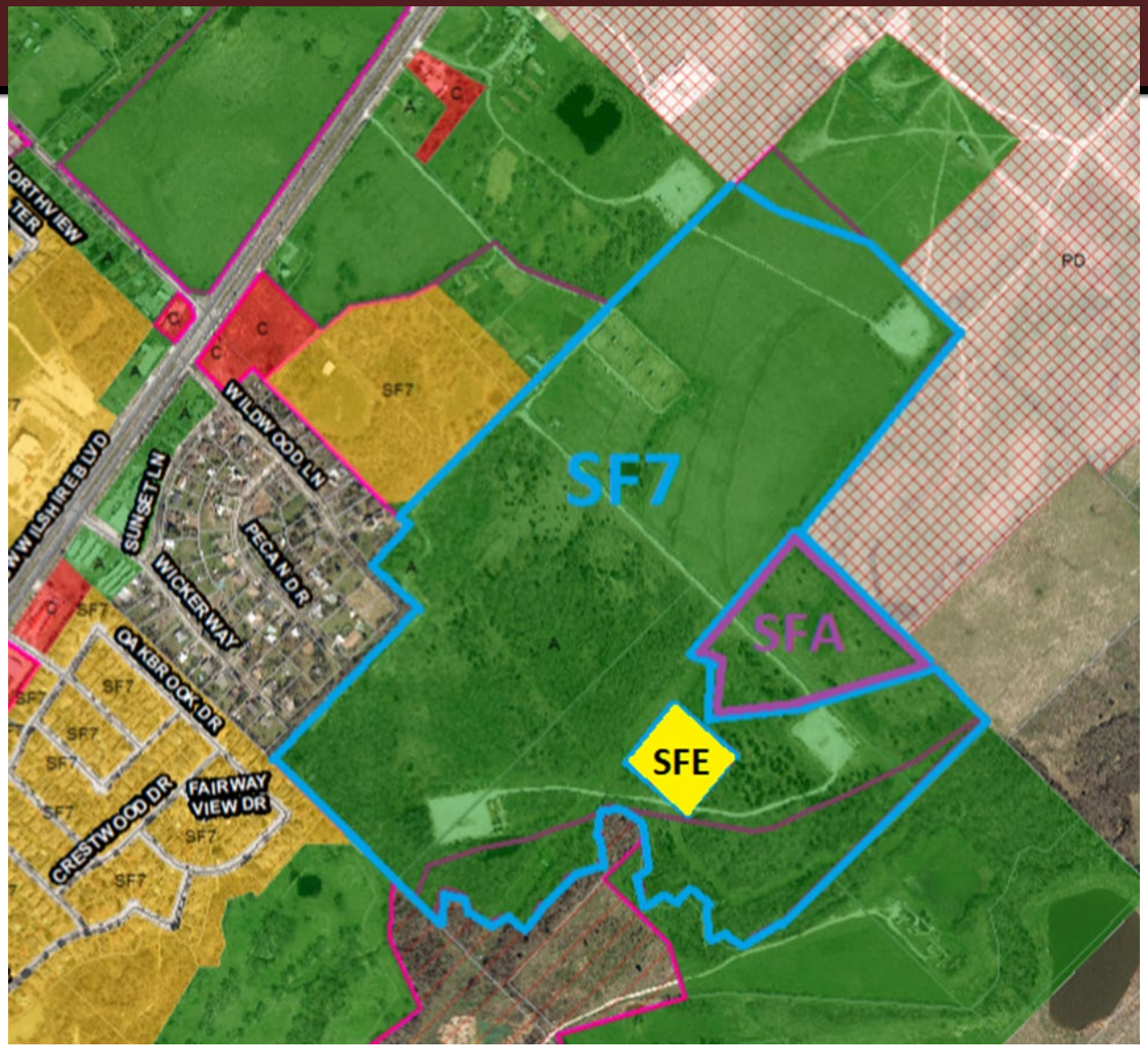
Item for approval:

Zoning Change & Commercial Site Plan

Ag to SFE (Case 22-048)

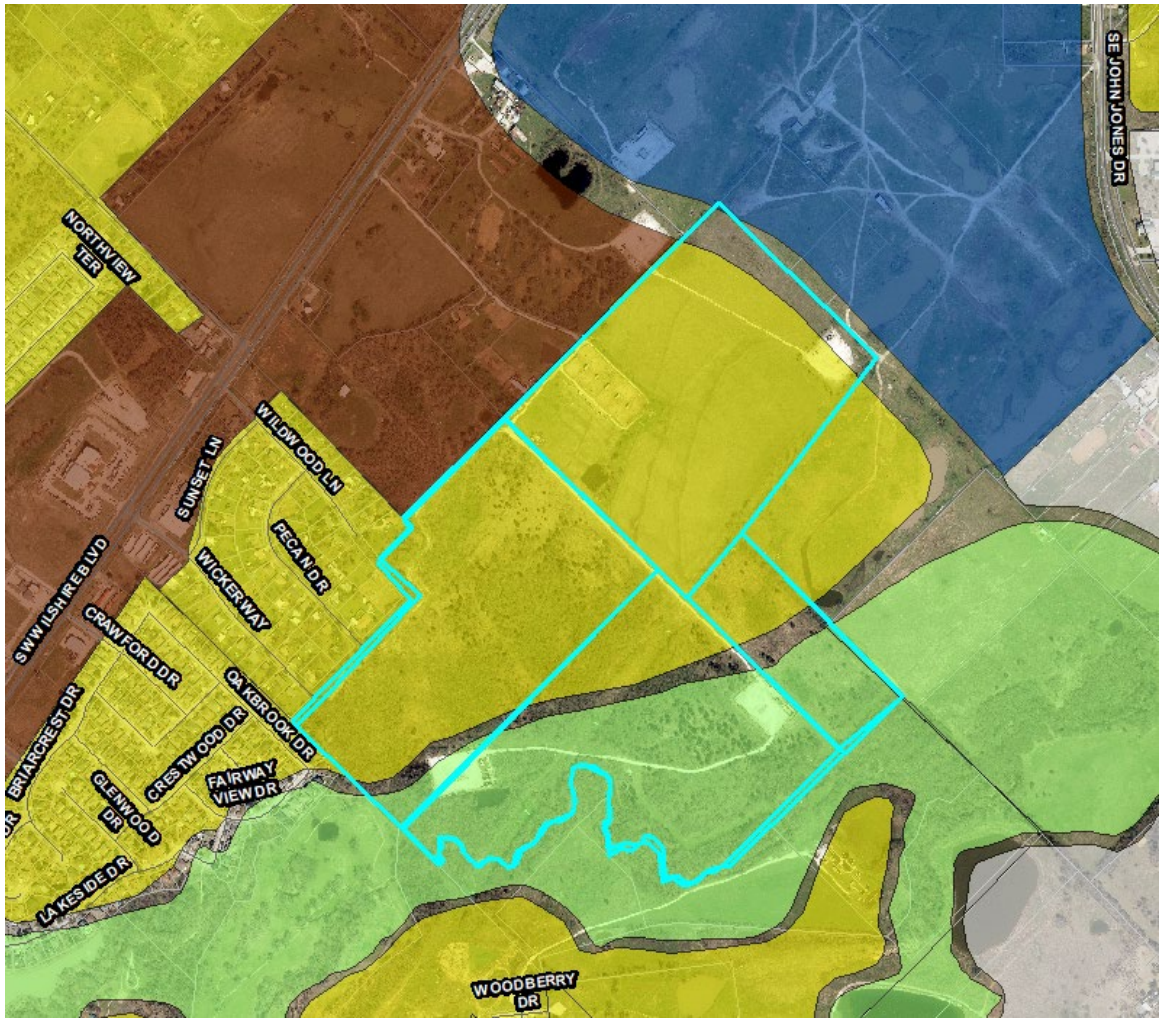
CSP associated with a zone change

(Case 22-047)



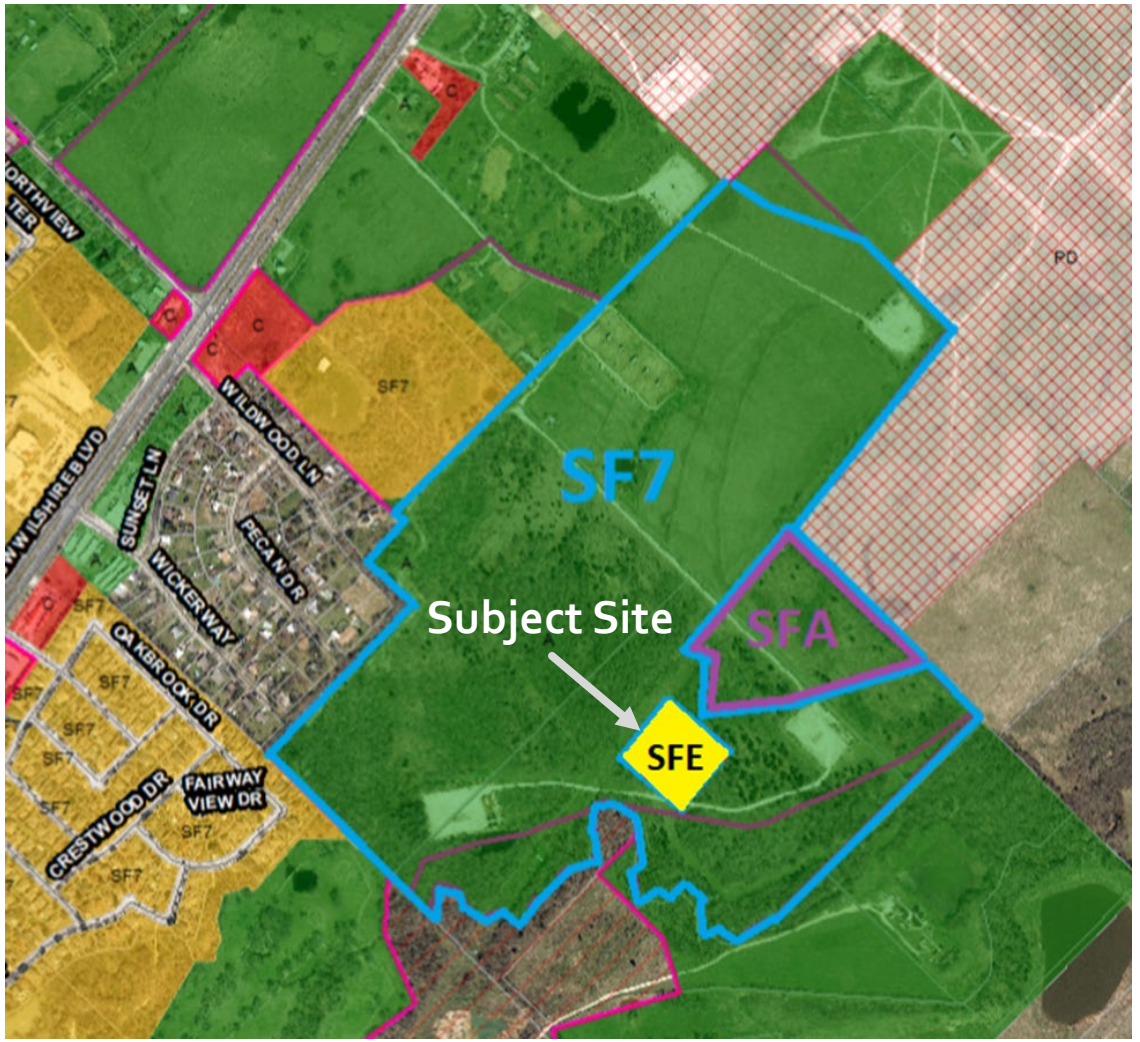
Comprehensive Plan

Neighborhoods



Current Zoning

Agricultural



Oncor CSP & ZC

Traffic:

- The site will be accessed from existing crushed stone roads used for a gas well site until the Bear Ridge subdivision streets have been constructed. No new entrance to Wilshire Blvd (SH174) is proposed.

Utilities/ Drainage:

- A detention study was submitted for the Bear Ridge subdivision indicating that detention is not required for the proposed substation due to the proximity of the Village Creek floodplain.

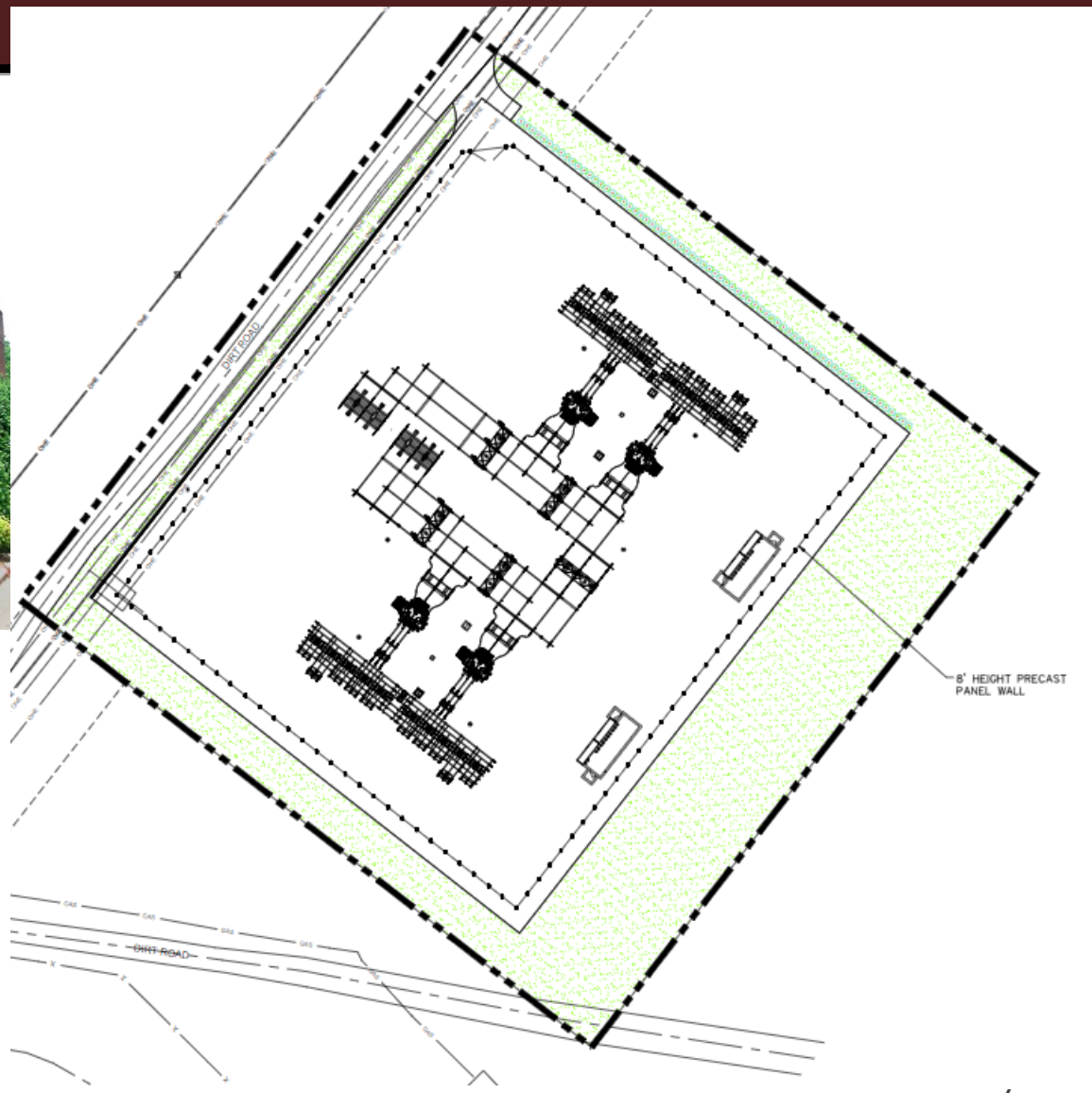
- Water trucks will be used to maintain landscaping until the Bear Ridge subdivision infrastructure has been constructed.

Oncor ZC and CSP

Site plan and landscaping meet current City Ordinances.

- Site will be screened with a 8 foot wall and 69 Nellie Stevens Hollies.
- P&Z and City Council approval of Commercial Site Plans are required when a CSP is associated with a zoning change.





PLANT_SCHEDULE

SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	SPECIFICATIONS	REMARKS
	IXH	69	Ilex x `Nellie R. Stevens` / Nellie R. Stevens Holly	36" ht, 24" spr, 48" oc	Full to Base

MISCELLANEOUS	CODE	QTY	BOTANICAL / COMMON NAME	SPECIFICATIONS	REMARKS
	SOD	1.09 AC	Cynodon dactylon / Common Berumuda		Solid Sod, rolled tight with sand filled joints, 100% weed, disease, and pest free

TOTAL LOT AREA	TOTAL LANDSCAPE AREA	PERCENT LANDSCAPE AREA	% LANDSCAPE AREA COMPRISED OF GRASS/LANDCOVER
3.673 AC	1.088	29.6%	100%

Oncor CSP & ZC

Public Hearing Notice Public notices mailed to property owners within 300 feet of subject property.

Published in newspaper
Signs Posted on the property

Staff has received no inquiries concerning this request.



Oncor CSP &ZC

P&Z Summary

Vote
Recommended approval unanimously.

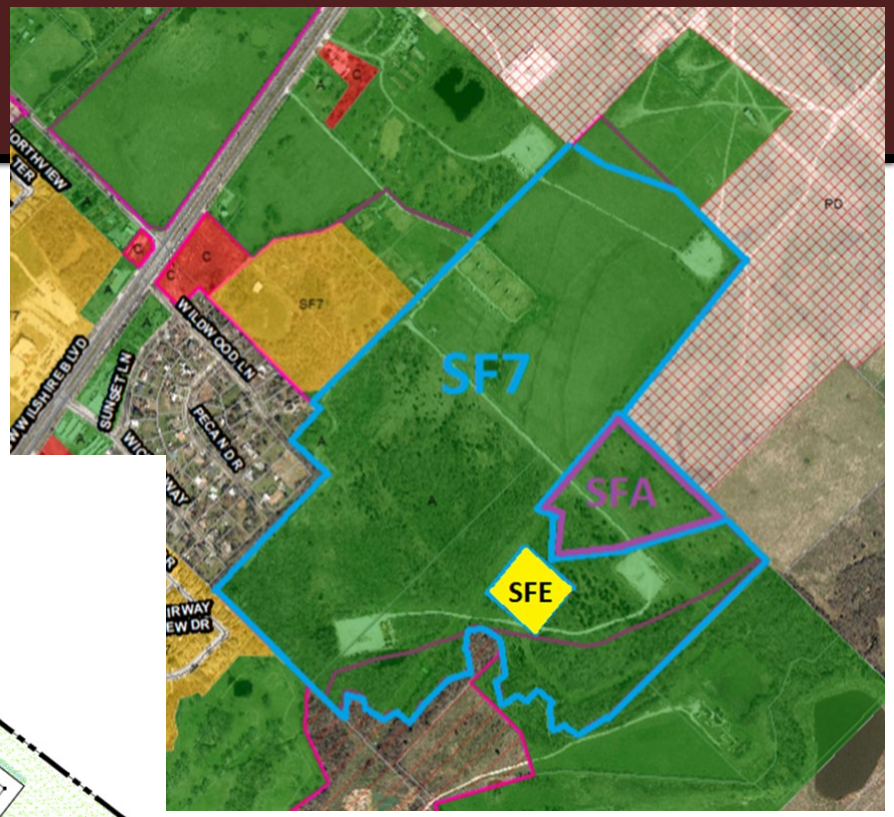
Discussion
None.

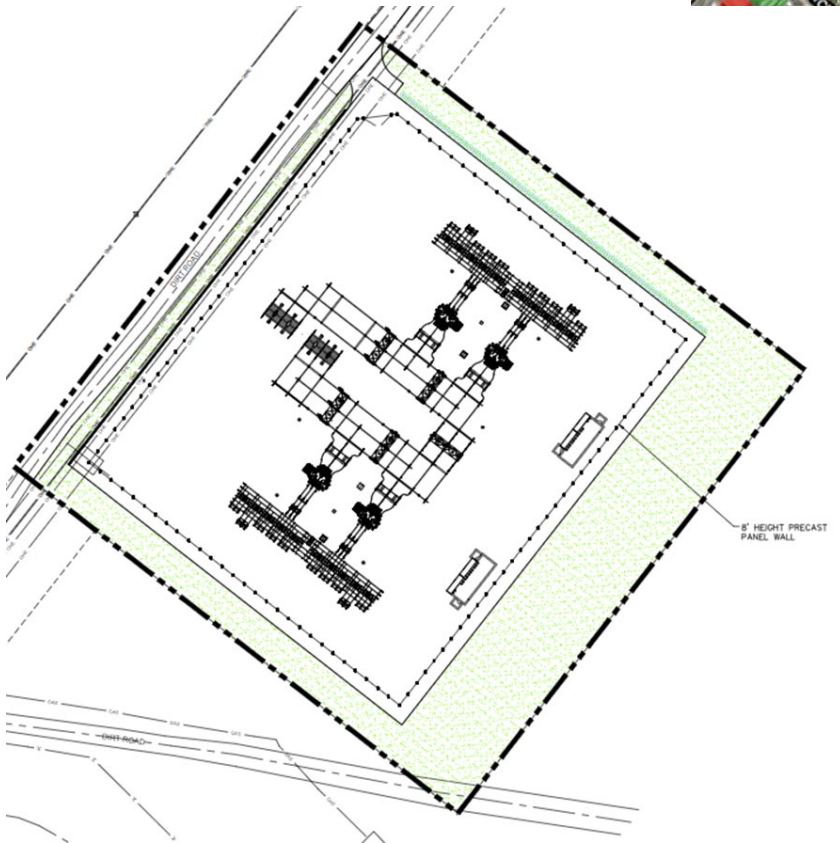
Speakers
None.

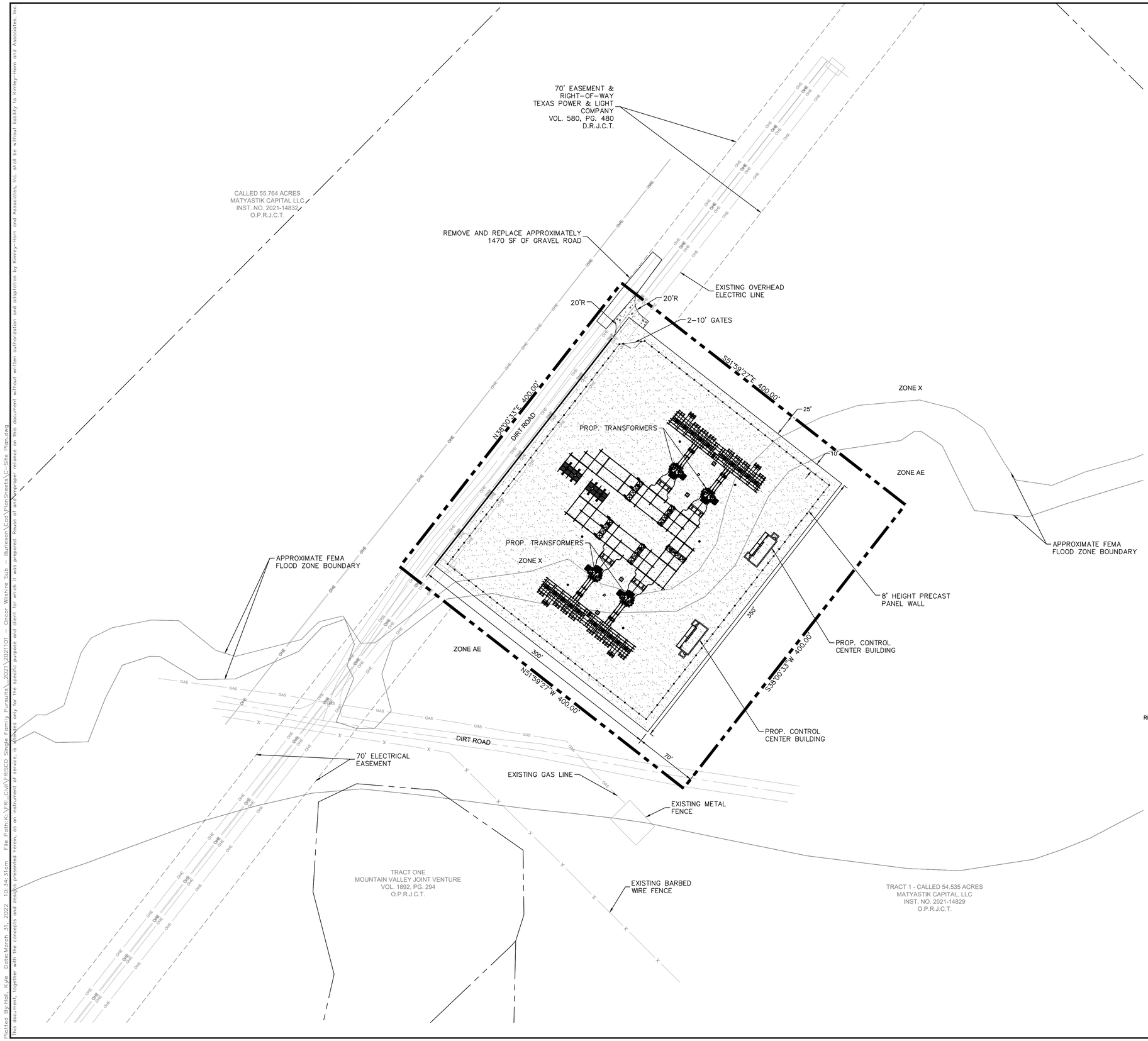
Oncor CSP &ZC

Staff's Recommendation

Staff recommends approval of the zoning change request (Case 22-048) and Commercial Site Plan (Case 22-047).







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0 50' 100'

GRAPHIC SCALE 50'

LEGEND

PROPERTY LINE

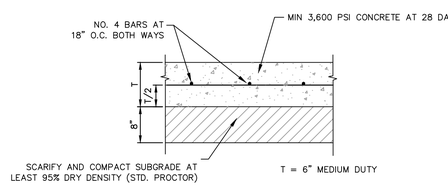
ADJACENT PROPERTY LINE

SUBSTATION PAD PAVEMENT:
CRUSHED ROCK FLEX BASE PAVEMENT.
REFER TO PAVEMENT SECTIONS.

MEDIUM DUTY CONCRETE PAVEMENT:
6" MEDIUM DUTY CONCRETE PAVEMENT.
REFER TO PAVEMENT SECTIONS.

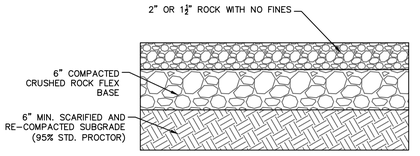
SITE NOTES

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3. ALL DIMENSIONS AND RADII ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RELOCATIONS, (UNLESS OTHERWISE NOTED ON PLANS) INCLUDING BUT NOT LIMITED TO, ALL UTILITIES, STORM DRAINAGE, SIGNS, TRAFFIC SIGNALS & POLES, ETC. AS REQUIRED. ALL WORK SHALL BE IN ACCORDANCE WITH GOVERNING AUTHORITIES REQUIREMENTS AND PROJECT SITE WORK SPECIFICATIONS AND SHALL BE APPROVED BY SUCH.



MEDIUM DUTY PAVEMENT SECTION

N.T.S.



SUBSTATION PAD PAVEMENT SECTION

BENCHMARKS

CITY OF BURLESON MON 18
ALUMINUM CAP SET IN CONCRETE, STAMPED "BURLESON MON 18, 1999". THE MONUMENT IS LOCATED ON THE EAST SIDE OF STATE HIGHWAY 174 APPROXIMATELY 0.2 MILES SOUTH OF SHAFFSTALL ROAD. THE STATION IS 23 FT. EAST OF THE CENTERLINE OF SH 174 NORTH 19 FT. WEST OF THE EAST ROW FENCELINE.
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PUBLISHED ELEV = 765.77'
MEASURED ELEV = 766.13'

No.	REVISIONS	DATE	BY

Kimley»Horn
© 2022 KIMLEY-HORN AND ASSOCIATES, INC.
6160 WARREN PARKWAY, SUITE 210, FRISCO, TX 75034
PHONE: 972-335-3580
WWW.KIMLEY-HORN.COM
TEXAS REGISTERED ENGINEERING FIRM F-928

PRELIMINARY
FOR REVIEW ONLY
Not for construction or permit purposes.
Kimley»Horn
Engineer ROBERT J. MYERS
P.E. No. 115910 Date 4/04/2022

KHA PROJECT 064424919
DATE APRIL 2022
SCALE: AS SHOWN
DESIGNED BY: RJM
DRAWN BY: RJM
CHECKED BY: RJM

SITE PLAN

ONCOR WILSHIRE SUBSTATION

CITY OF BURLESON
JOHNSON COUNTY, TEXAS

SHEET NUMBER
C-03

Plotted By: Holl, Kyle Date: March 31, 2022 10:34:31am File Path: K:\FRI_Civil\FRISCO Single Family Pursuits\2021\202110I - Oncor Wilshire Sub - Burleson\Civil\Plan Sheets\C-Site Plan.dwg
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N

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0 40' 80'

GRAPHIC SCALE 40'

PLANT_SCHEDULE

SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	SPECIFICATIONS	REMARKS
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BENCHMARKS

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KHA PROJECT 064424919
DATE APRIL 2022
SCALE: AS SHOWN
DESIGNED BY: RJM
DRAWN BY: KPH
CHECKED BY: RJM

LANDSCAPE PLAN

ONCOR WILSHIRE SUBSTATION

CITY OF BURLESON
JOHNSON COUNTY , TEXAS

SHEET NUMBER
C-10

Plotted By:Hall, Kyle Date:March 31, 2022 10:36:57am File Path:K:\FRI_Civil\FRISCO Single Family Pursuits_2021\2021101 - Oncor Wilshire Sub - Burleson\Cad\PlanSheets\C-Landscape Plan.dwg
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ORDINANCE

AN ORDINANCE AMENDING ORDINANCE B-582, THE ZONING ORDINANCE OF THE CITY OF BURLESON, TEXAS, BY AMENDING THE OFFICIAL ZONING MAP AND CHANGING THE ZONING ON APPROXIMATELY 3.673 ACRES OF LAND BEING A TRACT OF LAND SITUATED IN THE H.G. CATLETT SURVEY, ABSTRACT NO. 184, JOHNSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 54.535 ACRE TRACT OF LAND DESCRIBED AS TRACT 1 IN A SPECIAL WARRANTY DEED WITH VENDOR'S LIEN TO MATYASTIK CAPITAL LLC, AS RECORDED IN INSTRUMENT NO.2021-14829, DEED RECORDS, JOHNSON COUNTY, TEXAS (D.R.J.C.T.), FROM AGRICULTURAL DISTRICT (A) TO SINGLE FAMILY ESTATE DWELLING DISTRICT (SFE), MAKING THIS ORDINANCE CUMULATIVE OF PRIOR ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING A PENALTY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, an application for a zoning change was filed by Rob Myers (applicant) on behalf of Walter Matyastik (property owner) on April 4, 2022, under Case Number 22-048; and

WHEREAS, an application for a commercial site plan was filed by Rob Myers (applicant) on behalf of Walter Matyastik (property owner) on April 4, 2022, under Case Number 22-047; and

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

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

WHEREAS, the City Council has determined that the proposed zoning ordinance amendment is in the best interest of the City of Burleson.

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

WHEREAS, the City Council finds that this ordinance may be considered and approved in only one meeting because the provisions of this ordinance concern an individual zoning case that does not propose a change to the language to the Code of Ordinances of the City of Burleson.

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

Section 1

The Official Zoning Map is hereby amended insofar as it relates to certain land described as a tract of land situated in the H.G. Catlett survey, abstract No. 184, Johnson County, Texas, being a portion of a called 54.535 acre tract of land described as Tract 1 in a Special Warranty Deed with Vendor's Lien to Matyastik Capital LLC, as recorded in Instrument No.2021-14829 of the Official Records of Johnson County, Texas., as illustrated in Exhibit A, by changing the zoning of said property from Agricultural district (A) to Single family estate dwelling district (SFE). The associated commercial site plan (Case 22-047) is hereby approved, as illustrated in Exhibit B.

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

An offense committed before the effective date of this ordinance is governed by the prior law and

the provisions of the Code of Ordinances, as amended, in effect when the offense was committed and the former law is continued in effect for that purpose.

Section 7.

Any person, firm, association of persons, company, corporation, or their agents, its servants, or employees violating or failing to comply with any of the provisions of this article shall be fined, upon conviction, not less than one dollar ($1.00) nor more than two thousand dollars ($2,000.00), and each day any violation of noncompliance continues shall constitute a separate and distinct offense. The penalty provided herein shall be cumulative of other remedies provided by State Law, and the power of injunction as provided in Texas Local Government Code 54.012 and as may be amended, may be exercised in enforcing this article whether or not there has been a complaint filed.

Section 8.

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

PASSED AND APPROVED:

First and Final Reading: the _____ day of _____, 20_____.

_____
Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

_____
Amanda Campos, City Secretary

APPROVED AS TO FORM & LEGALITY:

_____
E. Allen Taylor, Jr., City Attorney

EXHIBIT "A"

Metes and Bounds Description

WHERE AS MATYASTIK CAPITAL LLC, is the rightful owner of a tract of land situated in the H. G. Catlett Survey, Abstract No.184, City of Burleson, Johnson County, Texas and being a portion of a called 54.535 acre tract of land described as Tract 1 in a Special Warranty Deed with Vendor's Lien to Matyastik Capital LLC, as recorded in Instrument No.2021-14829 of the Official Records of Johnson County, Texas, and being more particularly described as follows:

COMMENCING at a ½ inch iron rod with plastic cap stamped "RPLS5544" found for the northwest corner of said Tract 1, common to the northeast corner of a called 55.764 acre tract of land described in a deed to Matyastik Capital LLC, as recorded in Instrument No.2021-14832 of the Official Records of Johnson County, Texas, same being on the southwesterly line of a called 96.096 acre tract of land described in a deed to B&L Enterprises, as recorded in Volume 2177, Page 477 of the Official Public Records of Johnson County, Texas;

THENCE South 44°50'13" West, departing the southwesterly line of said 96.096 acre tract, along the northwesterlylineofsaidTract1andthesoutheasterlylineofsaid55.764acretract,a distance of 561.05 feet to a point for corner;

THENCESouth45°09'47"East, departing the northwesterly line of said Tract 1 and the southwesterly line of said 55.764 acre tract, and crossingsaidTract1,a distance of 310.00feet to the POINT OF BEGINNING of the herein described tract;

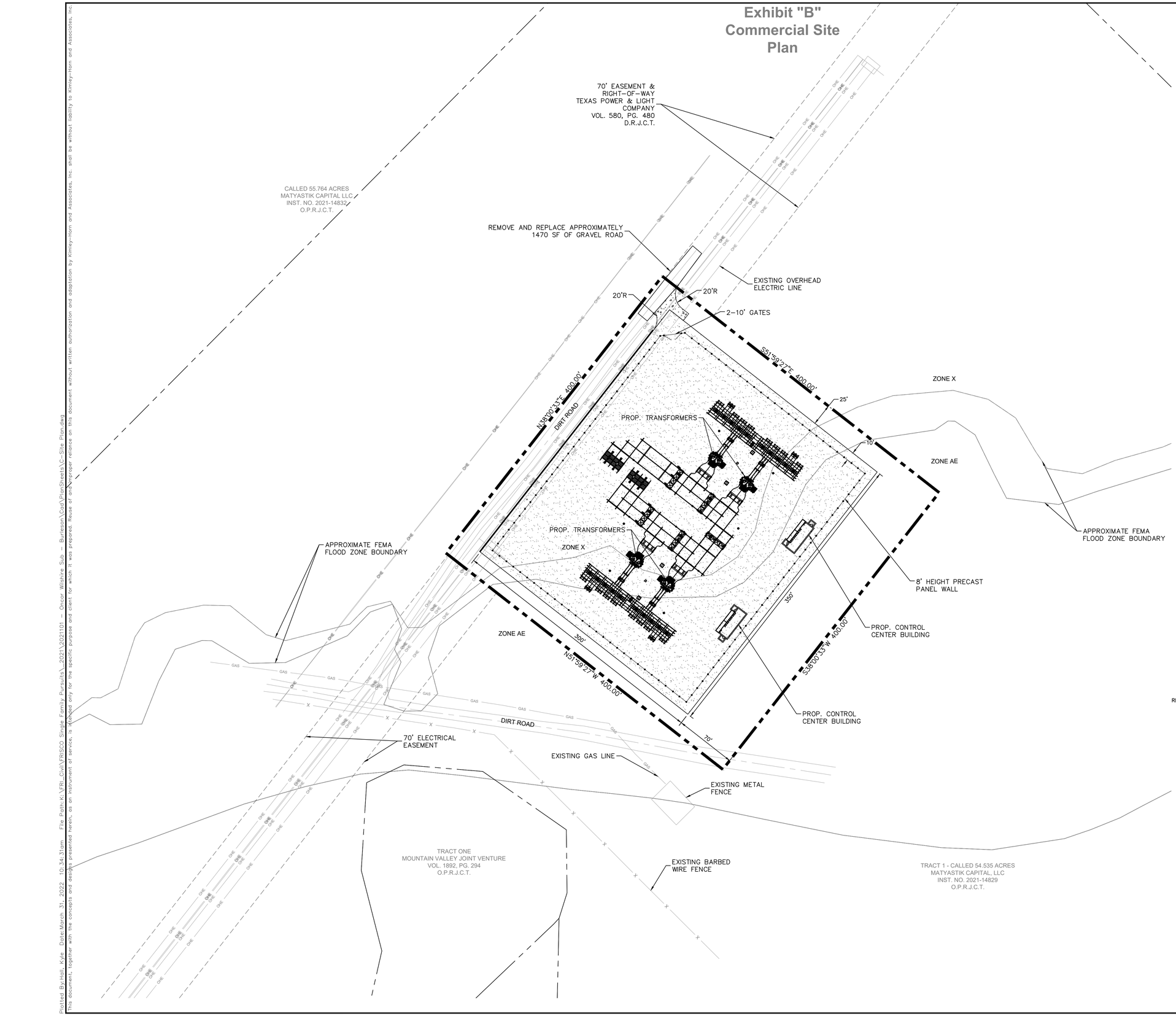
THENCESouth51°59'27"East, continuing across said Tract1, a distance of 400.00 feet to a point for corner;

THENCE South 38°00'33"West,continuing across said Tract 1, a distance of 400.00 feet to a point for corner;

THENCE North 51°59'27"West, continuing across said Tract 1,a distance of 400.00 feet to a point for corner;

THENCE North 38°00'33"East, continuing across said Tract1, a distance of 400.00 feet to the POINT OF BEGINNING and containing 3.673 acres (160,000 square feet) of land, more or less.

Exhibit "B"
Commercial Site Plan



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0 50' 100'

GRAPHIC SCALE 50'

LEGEND

PROPERTY LINE

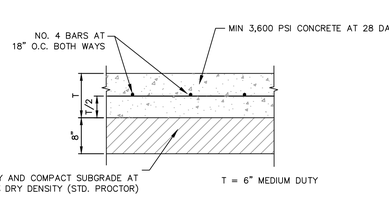
ADJACENT PROPERTY LINE

SUBSTATION PAD PAVEMENT:
CRUSHED ROCK FLEX BASE PAVEMENT.
REFER TO PAVEMENT SECTIONS.

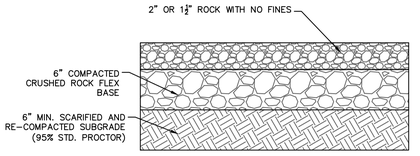
MEDIUM DUTY CONCRETE PAVEMENT:
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REFER TO PAVEMENT SECTIONS.

SITE NOTES

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MEDIUM DUTY PAVEMENT SECTION
N.T.S.



SUBSTATION PAD PAVEMENT SECTION

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No.	REVISIONS	DATE	BY

Kimley»Horn
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TEXAS REGISTERED ENGINEERING FIRM F-928

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Kimley»Horn
Engineer ROBERT J. MYERS
P.E. No. 115910 Date 4/04/2022

KHA PROJECT 064424919	DATE APRIL 2022	SCALE: AS SHOWN	DESIGNED BY: RJM	DRAWN BY: RJM	CHECKED BY: RJM

SITE PLAN

ONCOR WILSHIRE SUBSTATION
CITY OF BURLESON
JOHNSON COUNTY, TEXAS

SHEET NUMBER
C-03

Plotted By: Holt, Kyle Date: March 31, 2022 10:34:31am File Path: K:\FRI_Civil\FRISCO Single Family Pursuits_2021\202110I - Oncor Wilshire Sub - Burleson\Civil\Plan Sheets\C-Site Plan.dwg
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Exhibit "B"
Commercial Site Plan



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0 40' 80'
GRAPHIC SCALE 40'

PLANT_SCHEDULE

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CITY OF BURLESON MON 30
ALUMINUM CAP SET IN CONCRETE, STAMPED "BURLESON MON 30, 2005". THE MONUMENT IS LOCATED ON THE EAST SIDE OF FM 731 APPROXIMATELY 1 MILE SOUTH OF STATE HIGHWAY NO. 174, NEAR THE ENTRANCE TO THE BURLESON SERVICE CENTER
PUBLISHED ELEV = 765.77'
MEASURED ELEV = 766.13'

No.	REVISIONS	DATE	BY

Kimley»Horn
© 2022 KIMLEY-HORN AND ASSOCIATES, INC.
6160 WARREN PARKWAY, SUITE 210, FRISCO, TX 75034
PHONE: 972-335-3580
WWW.KIMLEY-HORN.COM
TEXAS REGISTERED ENGINEERING FIRM F-928

PRELIMINARY
FOR REVIEW ONLY
Not for construction or permit purposes.
Kimley»Horn
Engineer ROBERT J. MYERS
P.E. No. 115910 Date 4/04/2022

KHA PROJECT 064424919	DATE APRIL 2022	SCALE: AS SHOWN	DESIGNED BY: RJM	DRAWN BY: KPH	CHECKED BY: RJM

LANDSCAPE PLAN

ONCOR WILSHIRE SUBSTATION
CITY OF BURLESON
JOHNSON COUNTY , TEXAS

SHEET NUMBER
C-10

Plotted By:Hall, Kyle Date:March 31, 2022 10:36:57am File Path:K:\FRI_Civil\FRISCO Single Family Pursuits_2021\2021101 - Oncor Wilshire Sub - Burleson\Cad\PlanSheets\C-Landscape Plan.dwg
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

City of Burleson

City Council

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

AGENDA INFORMATION SHEET

DEPARTMENT: **Development Services**

DATE: **06/20/2022**

SUBJECT

1560 Broad Valley Ct, Lot 15 (Case 22-052): Hold a public hearing and consider approval of an ordinance amending ordinance B-582, the zoning ordinance of the City of Burleson, Texas, by amending the official zoning map and changing the zoning on approximately 4.6 acres of land, addressed as 1560 Broad Valley Ct, known as Lot 15, Broad Valley Farm an addition to Johnson County, Texas, from SFR, Single-Family Rural to SFE, Single-Family Estate, making this ordinance cumulative of prior ordinances, providing a severability clause; providing a penalty clause, and providing for an effective date. *(First and Final Reading) (Staff Presenter: Tony McIlwain, Director of Development Services) (The Planning and Zoning Commission recommended approval unanimously)*

Attachments

Department Memo
Staff Presentation
Draft Ordinance
Final Plat
Narrative

Respectfully submitted:

Tony McIlwain
Development Services Director
817-246-9684

DEPARTMENT MEMO

DEPARTMENT: **Development Services**

FROM: **Tony McIlwain**

MEETING: **June 20, 2022**

SUBJECT

1560 Broad Valley Ct, Lot 15 (Case 22-052): Hold a public hearing and consider approval of an ordinance amending ordinance B-582, the zoning ordinance of the City of Burleson, Texas, by amending the official zoning map and changing the zoning on approximately 4.6 acres of land, addressed as 1560 Broad Valley Ct, known as Lot 15, Broad Valley Farm an addition to Johnson County, Texas, from SFR, Single-Family Rural to SFE, Single-Family Estate, making this ordinance cumulative of prior ordinances, providing a severability clause; providing a penalty clause, and providing for an effective date. *(First and Final Reading) (Staff Presenter, Tony McIlwain, Director of Development Services) (The Planning and Zoning Commission recommended approval unanimously)*

SUMMARY:

On April 4, 2022, an application was submitted by James Hill (Applicant) on behalf of Barney and Teresa Basden (Owners) requesting to rezone a 4.6 acre parcel of land to SFE, Single-Family Estate zoning district to allow for the construction of one single-family dwelling on Lot 15R. The applicant has also submitted a Replat (Case 22-065) that is currently under review by the Development Assistance Committee (DAC). The applicant is proposing to subdivide Lot 15 into two single-family residential lots. Originally, Lot 15 was subdivided by metes and bounds and now needs to be platted to reflect the current deed ownership. The zoning change is necessary as land loses its SFR designation when it is subdivided.

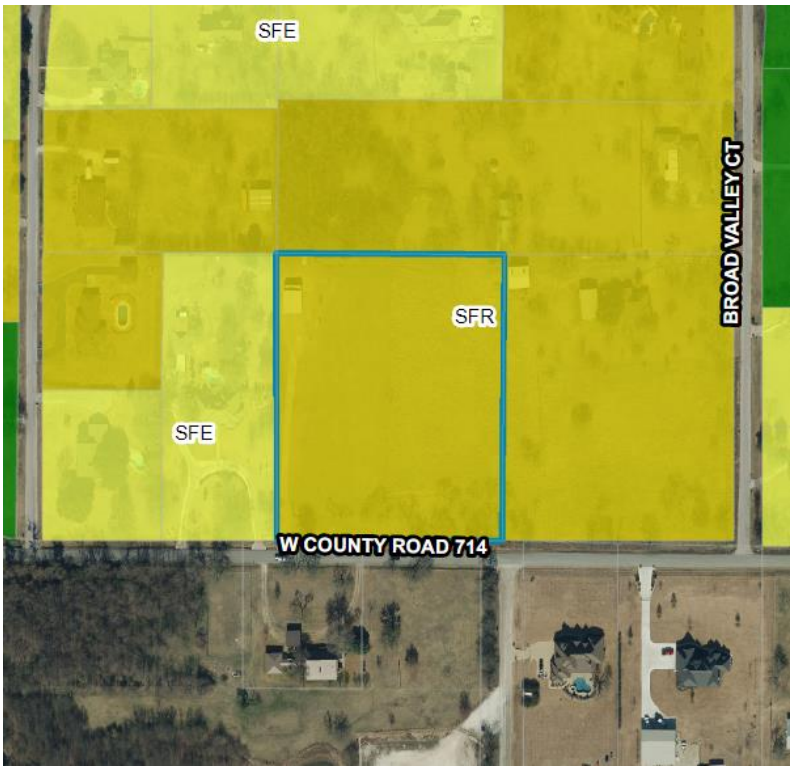
Planning Analysis

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

> "This category is predominantly residential with traditional development patterns but should allow for a mix of densities, lot sizes, housing types, and styles. The primary uses in this category include single-family residences, including a range of densities from large, agricultural lots to suburban neighborhood lots. Patio homes, and townhomes may be appropriate in certain locations, especially when part of a master planned community. Multi-family dwelling units as part of a mixed-use development may be appropriate. Supporting and complementary uses, such as open space, schools and other public or civic uses, and limited small-scale neighborhood commercial uses, are also encouraged in this category.

Neighborhoods in this category should have increased pedestrian connectivity that includes sidewalks, trails and greenbelts with hike and bike trails. Retail and commercial uses in the area should be located along larger thoroughfares and should be developed in harmony with the residential character"

Per the Neighborhoods description, residential uses are the primary vision of the area. Staff supports the zoning change as the proposed zoning will conform to the subject properties existing use of single-family residential. The subject site is also surrounded by low-density residential zoned SFR, Single-Family Rural and SFE, Single-Family Estate.



	Zoning	**Use**
Subject Site	SFR, Single-Family Rural	Undeveloped, To be developed Residentially
North	SFR, Single-Family Rural	Developed, Residentially
East	SFR, Single-Family Rural	Developed, Residentially
South	N/A, ETJ	Developed, Residentially
West	SFE, Single-Family Estate	Developed, Residentially

OPTIONS:

1. Approve the zoning change request; or

2. Deny the zoning change request.

RECOMMENDATION:

Staff recommends approval of a zoning change from SFR, Single-Family Rural to SFE, Single-Family Estate district on the property located at 1560 Broad Valley Ct. (Case 22-052)

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

May 24, 2022: The Planning and Zoning Commission recommended approval unanimously of zoning change case 22-039.

PUBLIC NOTIFICATION:

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

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

FISCAL IMPACT:

None

STAFF CONTACT:

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

1560 Broad Valley ZC

Location:

- 4.6 acres
- 1560 Broad Valley Ct.

Applicant:

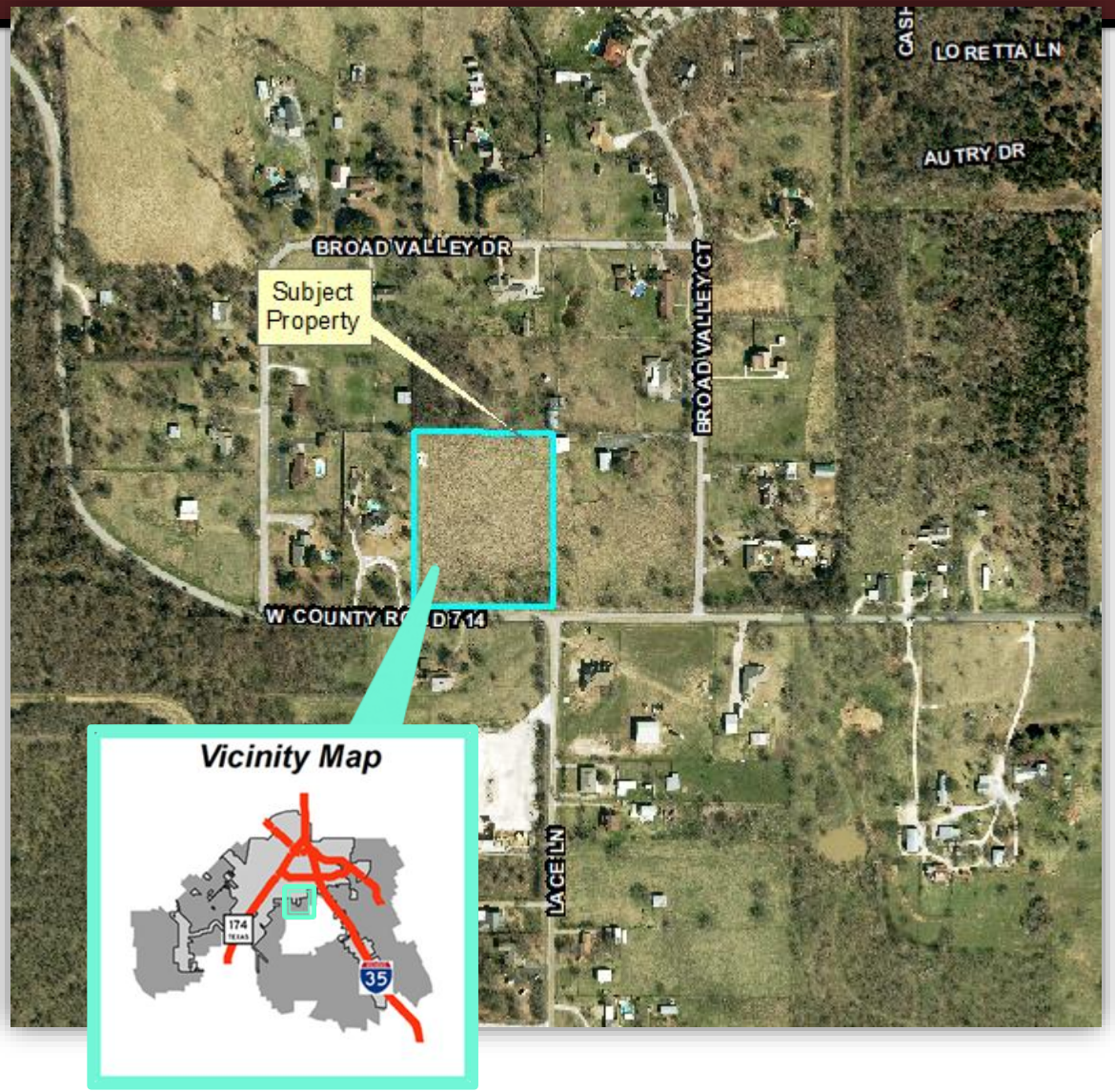
James Hill

Property Owner:

Barney and Teresa Basden

Item for approval:

Zoning Change (Case 22-052)

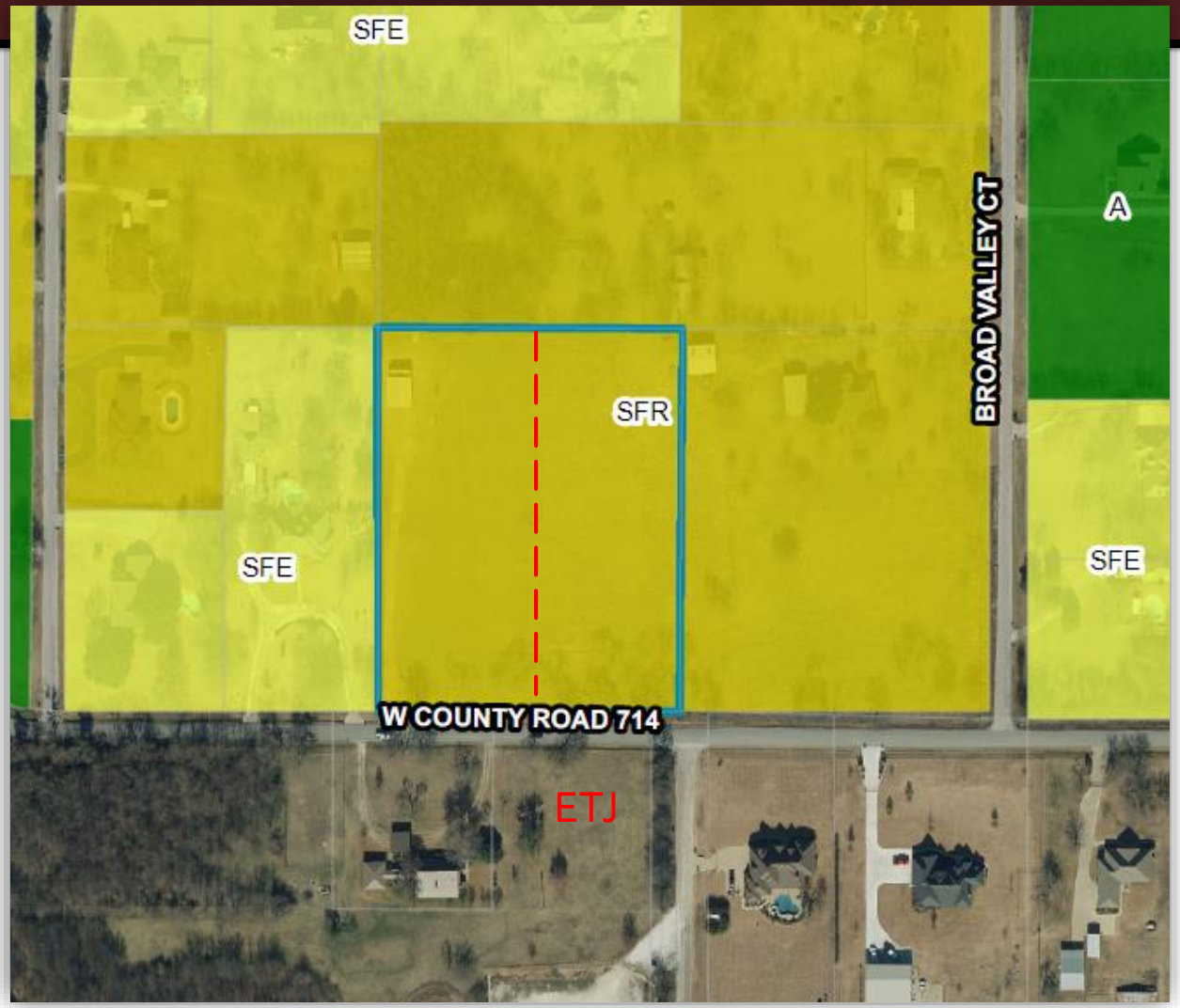


1560 Broad Valley ZC

Zoning Information

- Current zoning is SFR, Single-Family Rural
- Applicant is requesting a zone change to SFE, Single-Family Estate.
  - Allow for the subdivision of Lot 15 and construction of one single-family dwelling on Lot 15R.
  - Land loses its SFR designation when it is subdivided.

Subject site is approximately 4.6 acres – to be subdivided into two 2.3 acre lots



1560 Broad Valley ZC

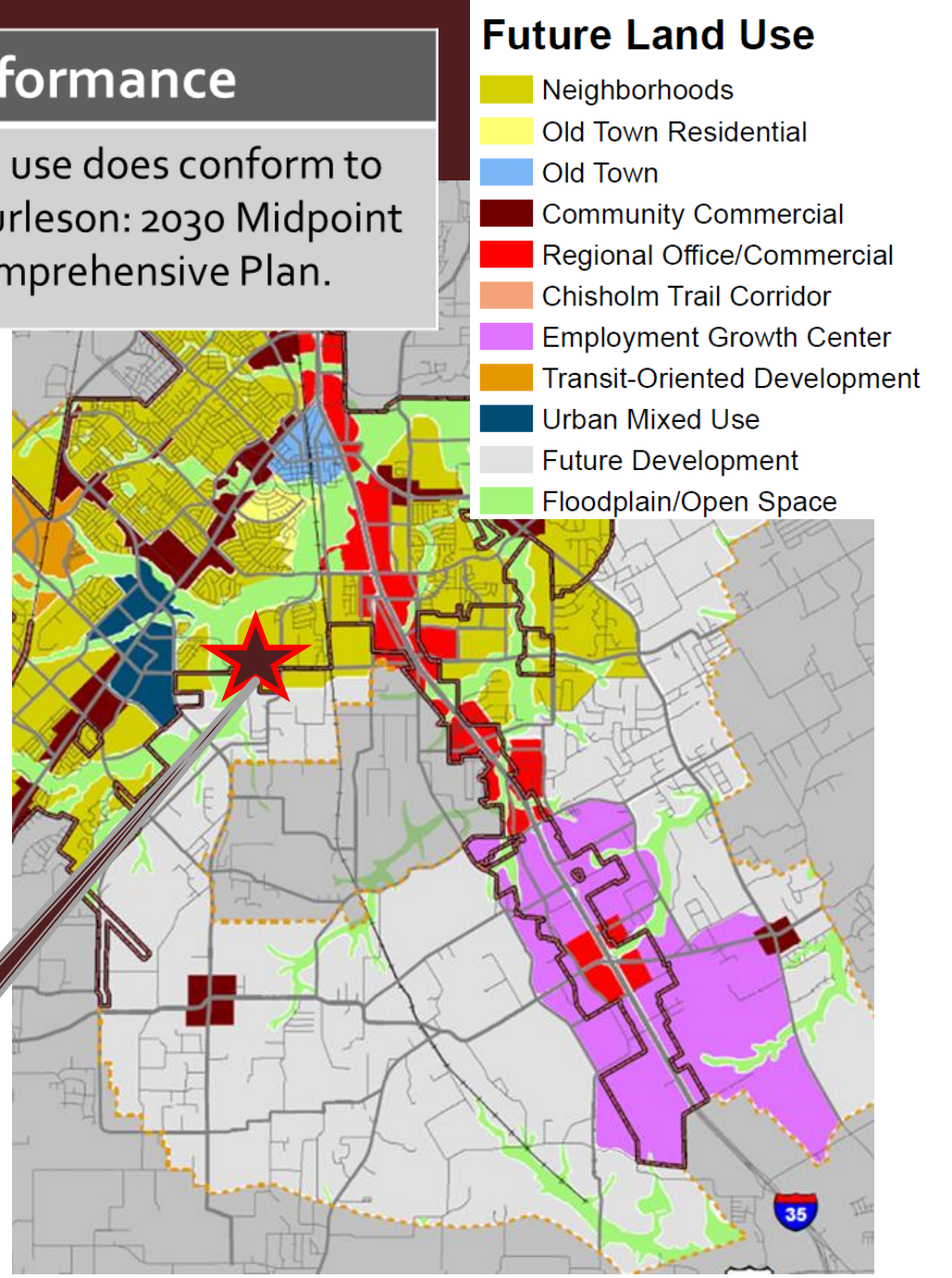
Conformance

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

Neighborhoods

- This land use category is intended for predominantly traditional single-family residential developments, but does allows for a mix of densities, lot sizes, housing stock, and styles as appropriate.
- Neighborhoods should have increased pedestrian connectivity that includes sidewalks, trails, and greenbelts.
- Multifamily and/or retail and small-scale commercial development should be developed in harmony with the overall residential character as well as being located along larger thoroughfares.

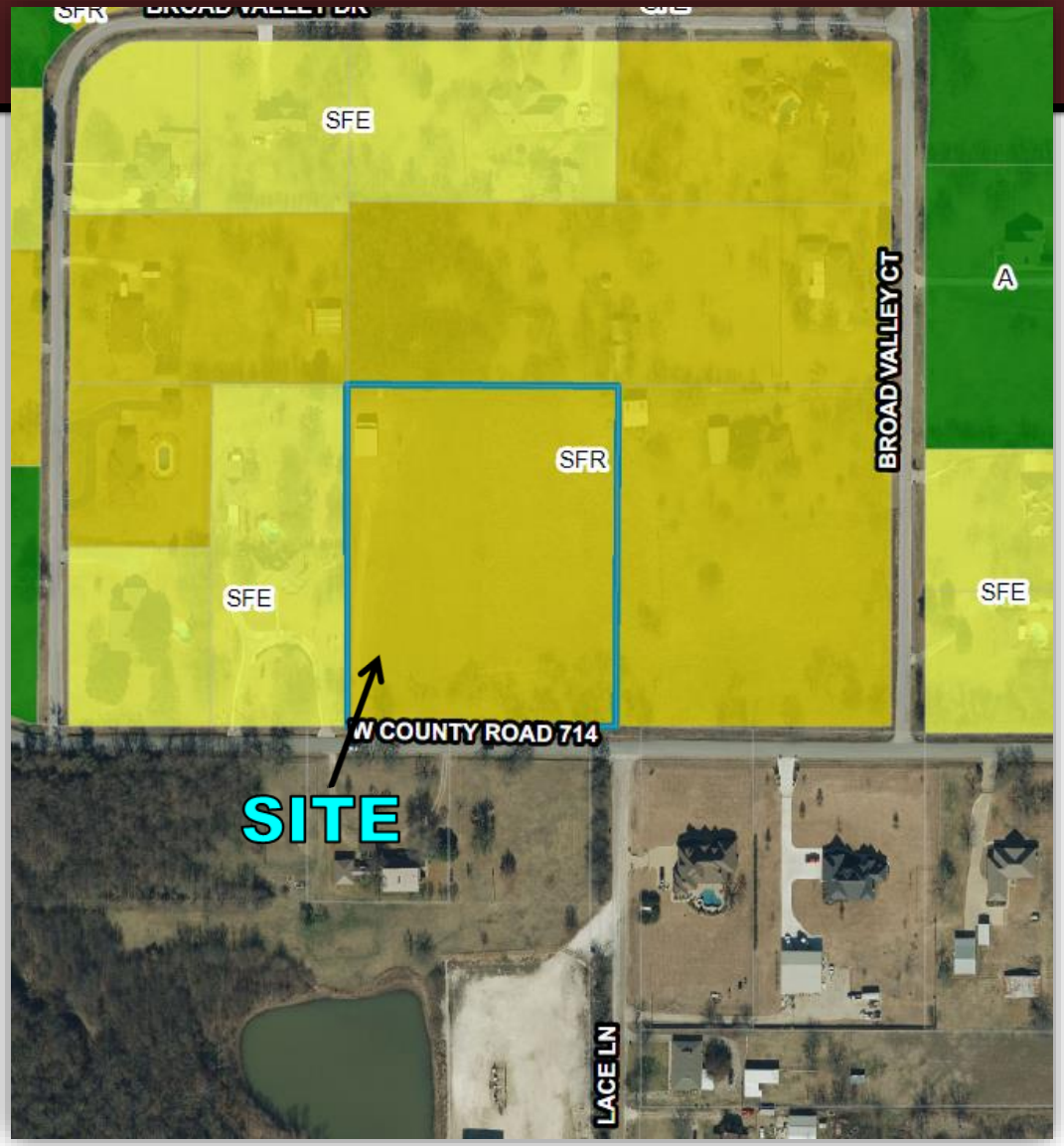
<u>Corresponding Zoning Districts:</u>
Primarily: SFE, SF16/10/7, SFA
Secondary: NS, GR, 2F, MF1/MF2



1560 Broad Valley ZC

	Zoning	Use
Subject Site	SFR, Single-Family Rural	Undeveloped
North	SFR, Single-Family Rural	Developed, Residentially
East	SFR, Single-Family Rural	Developed, Residentially
South	N/A, ETJ	Developed, Residentially
West	SFE, Single-Family Rural	Developed, Residentially

Existing Surrounding Zoning

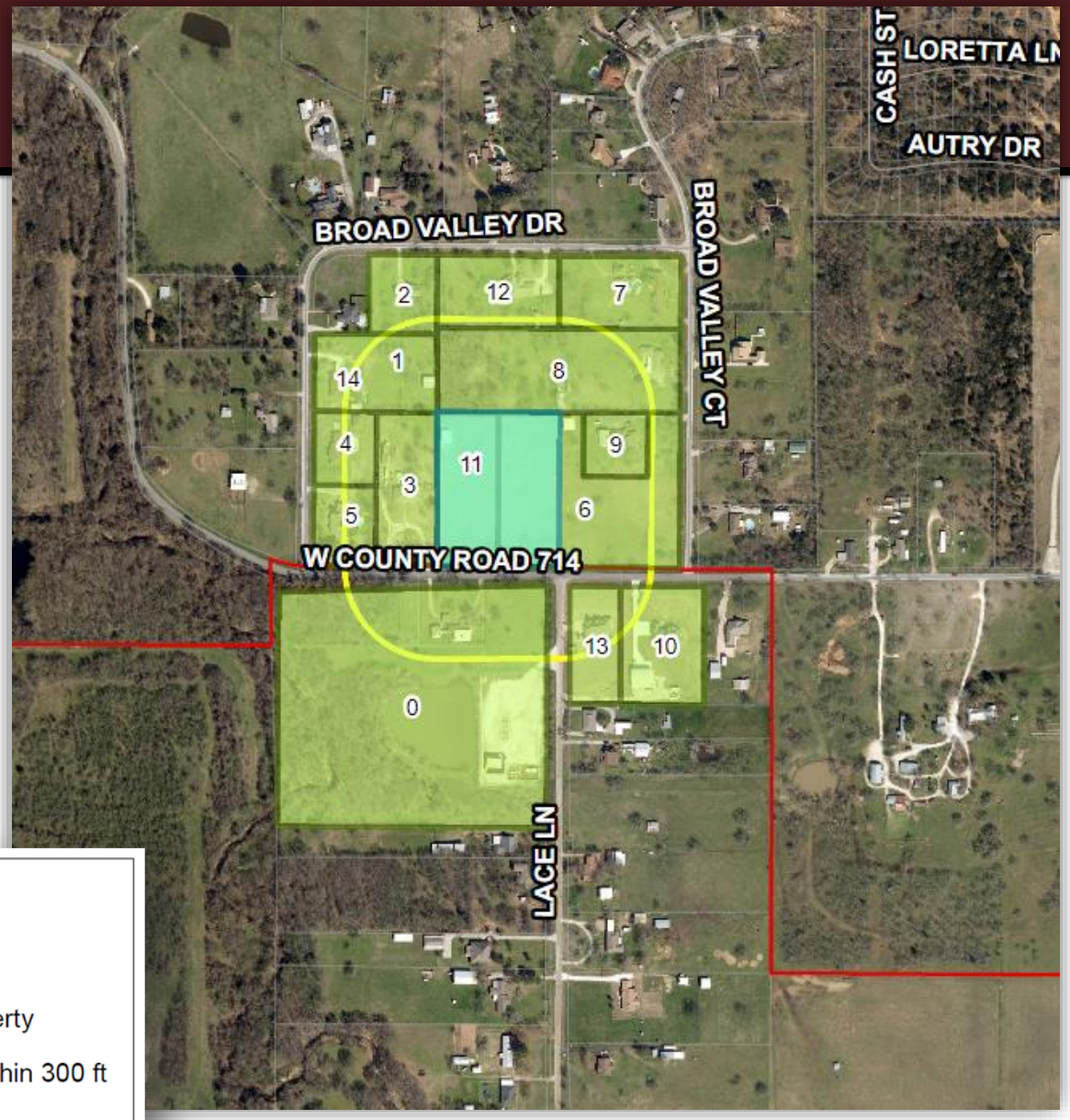


1560 Broad Valley ZC

Public Hearing Notice

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

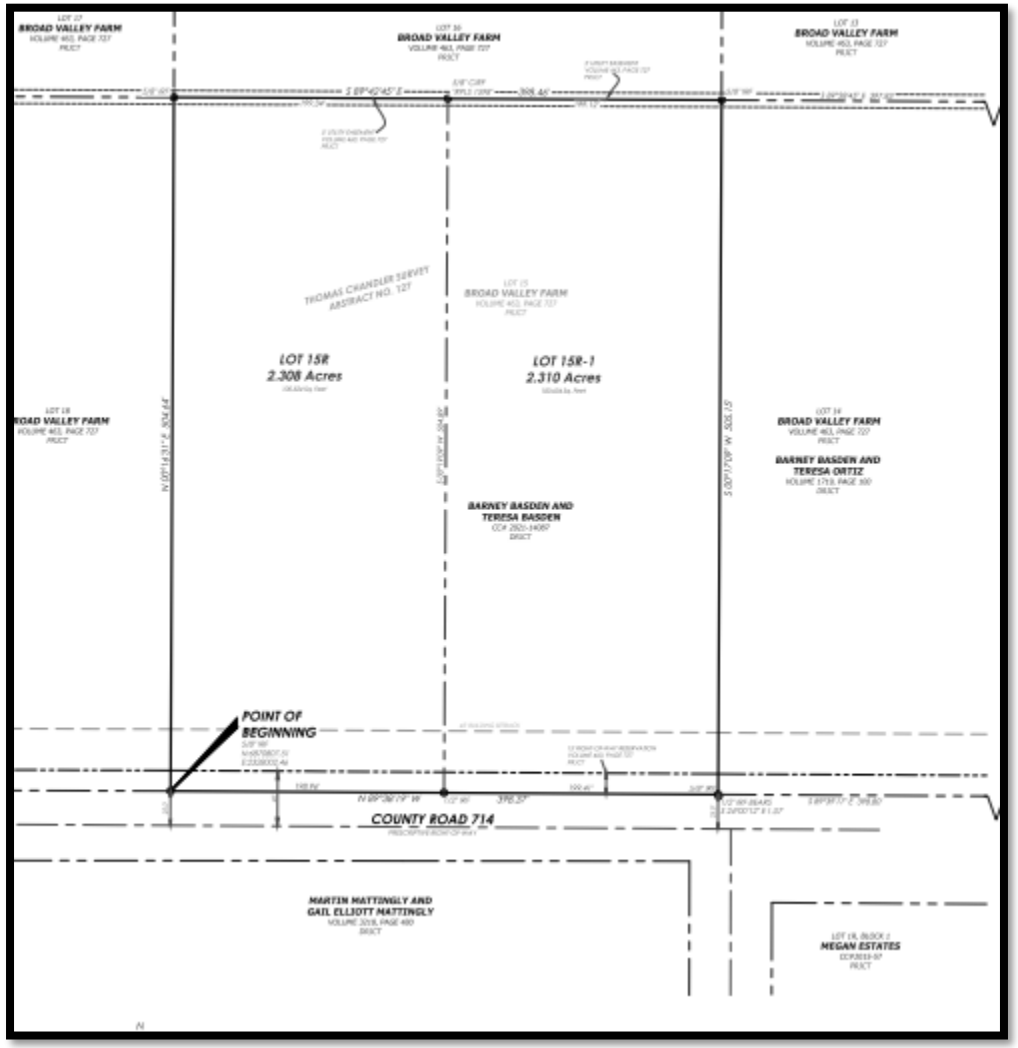
Staff has received no inquiries concerning this request.



1560 Broad Valley ZC

Staff's Recommendation

Staff recommends approval of a zoning change from SFR, Single-Family Rural to SFE, Single-Family Estate district on the property located at 1560 Broad Valley Ct. (Case 22-052)



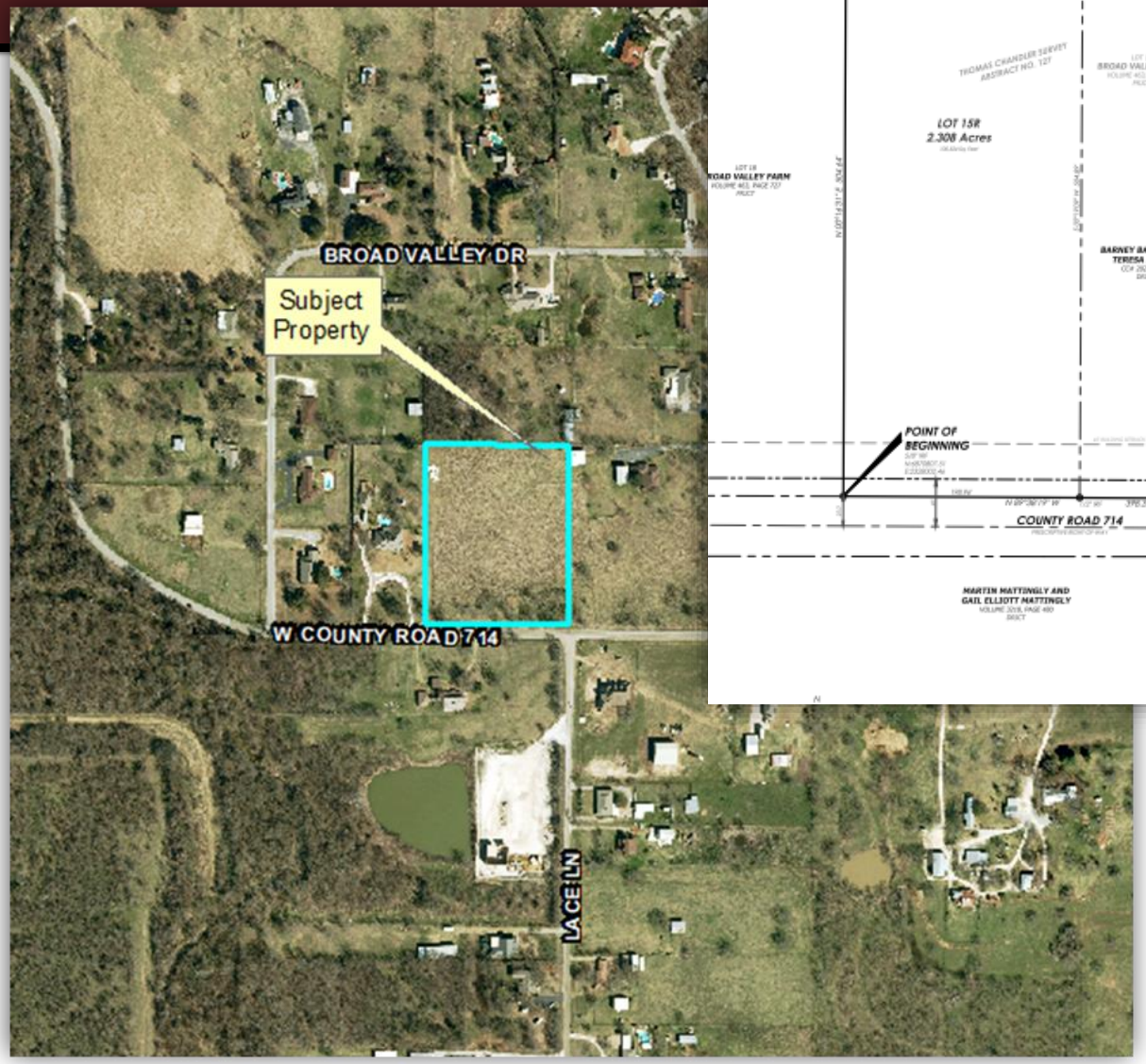
1560 Broad Valley ZC

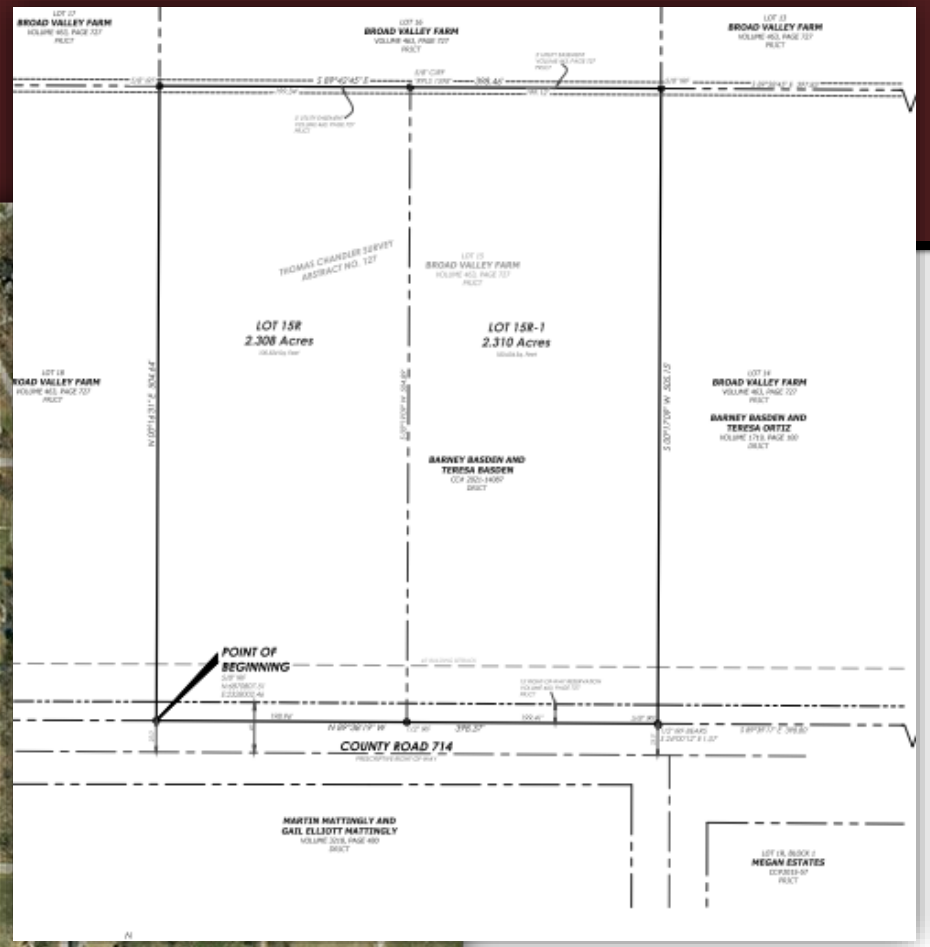
P&Z Summary

Vote
Approved Unanimously

Discussion
None

Speaker
None





ORDINANCE

AN ORDINANCE AMENDING ORDINANCE B-582, THE ZONING ORDINANCE OF THE CITY OF BURLESON, TEXAS, BY AMENDING THE OFFICIAL ZONING MAP AND CHANGING THE ZONING ON APPROXIMATELY 4.6 ACRES OF LAND, ADDRESSED AS 1560 BROAD VALLEY CT, KNOWN AS LOT 15, BEING A PORTION OF BROAD VALLEY FARM, AN ADDITION TO JOHNSON COUNTY, TEXAS, FROM SFR, SINGLE-FAMILY RURAL TO SFE, SINGLE-FAMILY ESTATE, MORE PARTICULALY DESCRIBED IN EXHIBIT A, JOHNSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING A CLAUSE STATING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND PROVIDING A CUMULATIVE CLAUSE, A SEVERABILITY CLAUSE, A SAVINGS CLAUSE, A PENALTY CLAUSE, AND AN EFFECTIVE DATE.

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

WHEREAS, an application for a zoning change was filed by James Hill, Applicant, on April 4, 2022, under Case Number 22-052; and

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

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

WHEREAS, the City Council has determined that the proposed zoning ordinance amendment is in the best interest of the City of Burleson; and

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

WHEREAS, the City Council finds that this ordinance may be considered and approved in only one meeting because the provisions of this ordinance concern an individual zoning case that does not propose a change to the language to the Code of Ordinances of the City of Burleson.

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

Section 1.

The Official Zoning Map is hereby amended insofar as it relates to certain land described as Lot 15, Broad Valley Farm, City of Burleson, Johnson County, Texas, more particularly described in

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

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

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

Section 7.

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

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

Section 8.

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

PASSED AND APPROVED:

First and Final Reading: the _____ day of _____, 20_____.

_____
Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

_____
Amanda Campos, City Secretary

APPROVED AS TO FORM & LEGALITY:

_____
E. Allen Taylor, Jr., City Attorney

Exhibit A- Legal Description

BEING A 4.618 ACRE TRACT OF LAND SITUATED IN THE THOMAS CHANDLER SURVEY, ABSTRACT NUMBER 127, CITY OF BURLESON, JOHNSON COUNTY, TEXAS, AND BEING ALL OF LOT 15, BROAD VALLEY FARM, AN ADDITION TO THE CITY OF BURLESON, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 463, PAGE 727, PLAT RECORDS, JOHNSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8" IRON ROD FOUND AT THE SOUTHWEST CORNER OF SAID LOT 15, SAME BEING THE SOUTHEAST CORNER OF LOT 18, SAID BROAD VALLEY FARM, AND BEING ON THE NORTH LINE OF COUNTY ROAD 714, A PRESCRIPTIVE RIGHT-OF-WAY;

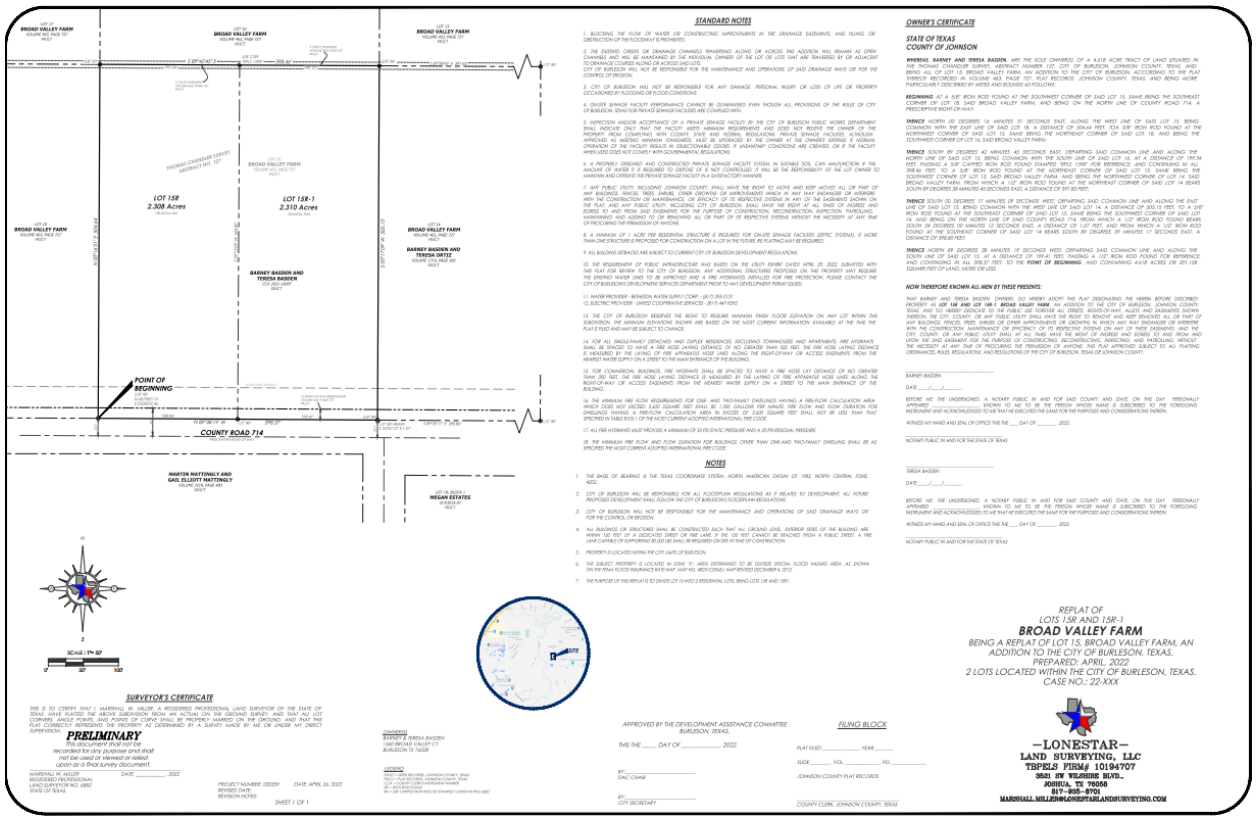
THENCE NORTH 00 DEGREES 16 MINUTES 31 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 15, BEING COMMON WITH THE EAST LINE OF SAID LOT 18, A DISTANCE OF 504.64 FEET, TOA 5/8" IRON ROD FOUND AT THE NORTHWEST CORNER OF SAID LOT 15, SAME BEING THE NORTHEAST CORNER OF SAID LOT 18, AND BEING THE SOUTHWEST CORNER OF LOT 16, SAID BROAD VALLEY FARM;

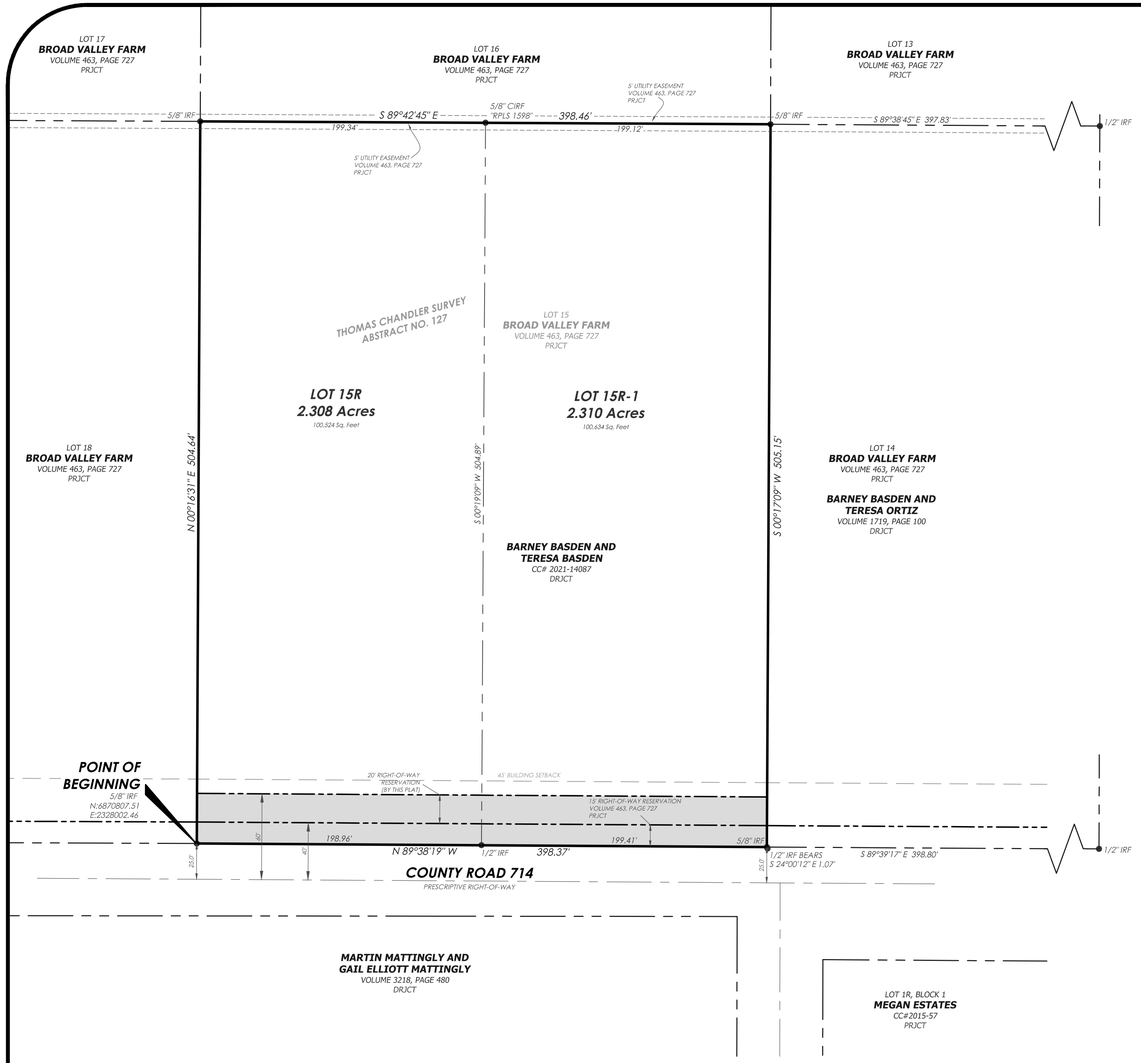
THENCE SOUTH 89 DEGREES 42 MINUTES 45 SECONDS EAST, DEPARTING SAID COMMON LINE AND ALONG THE NORTH LINE OF SAID LOT 15, BEING COMMON WITH THE SOUTH LINE OF SAID LOT 16, AT A DISTANCE OF 199.34 FEET, PASSING A 5/8" CAPPED IRON ROD FOUND STAMPED "RPLS 1598" FOR REFERENCE, AND CONTINUING IN ALL 398.46 FEET, TO A 5/8" IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID LOT 15, SAME BEING THE SOUTHWEST CORNER OF LOT 13, SAID BROAD VALLEY FARM, AND BEING THE NORTHWEST CORNER OF LOT 14, SAID BROAD VALLEY FARM, FROM WHICH A 1/2" IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID LOT 14 BEARS SOUTH 89 DEGREES 38 MINUTES 45 SECONDS EAST, A DISTANCE OF 397.83 FEET;

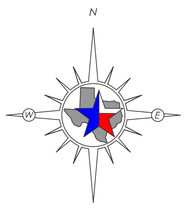
THENCE SOUTH 00 DEGREES 17 MINUTES 09 SECONDS WEST, DEPARTING SAID COMMON LINE AND ALONG THE EAST LINE OF SAID LOT 15, BEING COMMON WITH THE WEST LINE OF SAID LOT 14, A DISTANCE OF 505.15 FEET, TO A 5/8" IRON ROD FOUND AT THE SOUTHEAST CORNER OF SAID LOT 15, SAME BEING THE SOUTHWEST CORNER OF SAID LOT 14, AND BEING ON THE NORTH LINE OF SAID COUNTY ROAD 714, FROM WHICH A 1/2" IRON ROD FOUND BEARS SOUTH 24 DEGREES 00 MINUTES 12 SECONDS EAST, A DISTANCE OF 1.07 FEET, AND FROM WHICH A 1/2" IRON ROD FOUND AT THE SOUTHEAST CORNER OF SAID LOT 14 BEARS SOUTH 89 DEGREES 39 MINUTES 17 SECONDS EAST, A DISTANCE OF 398.80 FEET;

THENCE NORTH 89 DEGREES 38 MINUTES 19 SECONDS WEST, DEPARTING SAID COMMON LINE AND ALONG THE SOUTH LINE OF SAID LOT 15, AT A DISTANCE OF 199.41 FEET, PASSING A 1/2" IRON ROD FOUND FOR REFERENCE, AND CONTINUING IN ALL 398.37 FEET, TO THE **POINT OF BEGINNING**, AND CONTAINING 4.618 ACRES OR 201,158 SQUARE FEET OF LAND, MORE OR LESS.

Exhibit B


LOT 15R
2.308 Acres
LOT 15R-1
2.310 Acres
POINT OF BEGINNING
COUNTY ROAD 714
BARNEY BASDEN AND TERESA BASDEN
BARNEY BASDEN AND TERESA ORTIZ
MARTIN MATTINGLY AND GAIL ELLIOTT MATTINGLY
MEGAN ESTATES
STANDARD NOTES
NOTES
OWNER'S CERTIFICATE
STATE OF TEXAS
COUNTY OF JOHNSON
NOW THEREFORE KNOWN ALL MEN BY THESE PRESENTS:
SURVEYOR'S CERTIFICATE
PRELIMINARY
This document shall not be recorded for any purpose and shall not be used or relied upon as a final survey document.
APPROVED BY THE DEVELOPMENT ASSISTANCE COMMITTEE BURLESON, TEXAS.
FILING BLOCK
REPLAT OF
LOTS 15R AND 15R-1
BROAD VALLEY FARM
BEING A REPLAT OF LOT 15, BROAD VALLEY FARM, AN ADDITION TO THE CITY OF BURLESON, TEXAS.
PREPARED: APRIL 2022
2 LOTS LOCATED WITHIN THE CITY OF BURLESON, TEXAS.
CASE NO.: 22-XXX
—LONESTAR—
LAND SURVEYING, LLC
TBPELS FIRM# 10194707
2021 SW WILSHIRE BLVD.
JOSHUA, TX 76058
817-805-9701
MARSHALL.MILLER@LONESTARLANDSURVEYING.COM





SCALE : 1"= 50'

0' 50' 100'

SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT I, MARSHALL W. MILLER, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS, HAVE PLATTED THE ABOVE SUBDIVISION FROM AN ACTUAL ON THE GROUND SURVEY, AND THAT ALL LOT CORNERS, ANGLE POINTS, AND POINTS OF CURVE SHALL BE PROPERLY MARKED ON THE GROUND, AND THAT THIS PLAT CORRECTLY REPRESENTS THE PROPERTY AS DETERMINED BY A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION.

PRELIMINARY

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

MARSHALL W. MILLER DATE: _____, 2022
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6882
STATE OF TEXAS

PROJECT NUMBER: 220359 DATE: MAY 18, 2022
REVISED DATE:
REVISION NOTES:



OWNER(S)
BARNEY & TERESA BASDEN
1560 BROAD VALLEY CT
BURLESON TX 76028

LEGEND
DRJCT = DEED RECORDS, JOHNSON COUNTY, TEXAS
PRJCT = PLAT RECORDS, JOHNSON COUNTY, TEXAS
CC# = COUNTY CLERK'S INSTRUMENT NUMBER
IRF = IRON ROD FOUND
IRS = 5/8" CAPPED IRON ROD SET STAMPED "LONESTAR RPLS 6882"

STANDARD NOTES

1. BLOCKING THE FLOW OF WATER OR CONSTRUCTING IMPROVEMENTS IN THE DRAINAGE EASEMENTS, AND FILLING OR OBSTRUCTION OF THE FLOODWAY IS PROHIBITED.

2. THE EXISTING CREEKS OR DRAINAGE CHANNELS TRAVERSING ALONG OR ACROSS THIS ADDITION WILL REMAIN AS OPEN CHANNELS AND WILL BE MAINTAINED BY THE INDIVIDUAL OWNERS OF THE LOT OR LOTS THAT ARE TRAVERSED BY OR ADJACENT TO DRAINAGE COURSES ALONG OR ACROSS SAID LOTS.
CITY OF BURLESON WILL NOT BE RESPONSIBLE FOR THE MAINTENANCE AND OPERATIONS OF SAID DRAINAGE WAYS OR FOR THE CONTROL OF EROSION.

3. CITY OF BURLESON WILL NOT BE RESPONSIBLE FOR ANY DAMAGE, PERSONAL INJURY OR LOSS OF LIFE OR PROPERTY OCCASIONED BY FLOODING OR FLOOD CONDITIONS.

4. ANY PUBLIC UTILITY, INCLUDING CITY OF BURLESON, SHALL HAVE THE RIGHT TO MOVE AND KEEP MOVED ALL OR PART OF ANY BUILDINGS, FENCES, TREES, SHRUBS, OTHER GROWTHS OR IMPROVEMENTS WHICH IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION OR MAINTENANCE, OR EFFICACY OF ITS RESPECTIVE SYSTEMS IN ANY OF THE EASEMENTS SHOWN ON THE PLAT; AND ANY PUBLIC UTILITY, INCLUDING CITY OF BURLESON, SHALL HAVE THE RIGHT AT ALL TIMES OF INGRESS AND EGRESS TO AND FROM SAID EASEMENTS FOR THE PURPOSE OF CONSTRUCTION, RECONSTRUCTION, INSPECTION, PATROLLING, MAINTAINING AND ADDING TO OR REMOVING ALL OR PART OF ITS RESPECTIVE SYSTEMS WITHOUT THE NECESSITY AT ANY TIME OF PROCURING THE PERMISSION OF ANYONE.

5. ALL BUILDING SETBACKS ARE SUBJECT TO CURRENT CITY OF BURLESON DEVELOPMENT REGULATIONS.

6. THE REQUIREMENT OF PUBLIC INFRASTRUCTURE WAS BASED ON THE UTILITY EXHIBIT DATED MAY 2, 2022, SUBMITTED WITH THIS PLAT FOR REVIEW TO THE CITY OF BURLESON. ANY ADDITIONAL STRUCTURES PROPOSED ON THIS PROPERTY MAY REQUIRE THE EXISTING WATER LINES TO BE IMPROVED AND A FIRE HYDRANT(S) INSTALLED FOR FIRE PROTECTION. PLEASE CONTACT THE CITY OF BURLESON'S DEVELOPMENT SERVICES DEPARTMENT PRIOR TO ANY DEVELOPMENT PERMIT ISSUED.

7. WATER PROVIDER - BETHESDA WATER SUPPLY CORP. - (817) 295-2131

8. ELECTRIC PROVIDER - UNITED COOPERATIVE SERVICES - (817) 447-9292

9. 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.

10. FOR ALL SINGLE-FAMILY DETACHED AND DUPLEX RESIDENCES, EXCLUDING TOWNHOUSES AND APARTMENTS, FIRE HYDRANTS SHALL BE SPACED TO HAVE A FIRE HOSE LAYING DISTANCE OF NO GREATER THAN 500 FEET. THE FIRE HOSE LAYING DISTANCE IS MEASURED BY THE LAYING OF FIRE APPARATUS HOSE LINES ALONG THE RIGHT-OF-WAY OR ACCESS EASEMENTS FROM THE NEAREST WATER SUPPLY ON A STREET TO THE MAIN ENTRANCE OF THE BUILDING.

11. FOR COMMERCIAL BUILDINGS, FIRE HYDRANTS SHALL BE SPACED TO HAVE A FIRE HOSE LAY DISTANCE OF NO GREATER THAN 300 FEET. THE FIRE HOSE LAYING DISTANCE IS MEASURED BY THE LAYING OF FIRE APPARATUS HOSE LINES ALONG THE RIGHT-OF-WAY OR ACCESS EASEMENTS FROM THE NEAREST WATER SUPPLY ON A STREET TO THE MAIN ENTRANCE OF THE BUILDING.

12. THE MINIMUM FIRE FLOW REQUIREMENTS FOR ONE- AND TWO-FAMILY DWELLINGS HAVING A FIRE-FLOW CALCULATION AREA WHICH DOES NOT EXCEED 3,600 SQUARE FEET SHALL BE 1,500 GALLONS PER MINUTE. FIRE FLOW AND FLOW DURATION FOR DWELLINGS HAVING A FIRE-FLOW CALCULATION AREA IN EXCESS OF 3,600 SQUARE FEET SHALL NOT BE LESS THAN THAT SPECIFIED IN TABLE B105.1 OF THE MOST CURRENT ADOPTED INTERNATIONAL FIRE CODE.

13. ALL FIRE HYDRANTS MUST PROVIDE A MINIMUM OF 35 PSI STATIC PRESSURE AND A 20 PSI RESIDUAL PRESSURE.

14. THE MINIMUM FIRE FLOW AND FLOW DURATION FOR BUILDINGS OTHER THAN ONE-AND TWO-FAMILY DWELLING SHALL BE AS SPECIFIED THE MOST CURRENT ADOPTED INTERNATIONAL FIRE CODE.

NOTES

1. THE BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983, NORTH CENTRAL ZONE, 4202.
2. CITY OF BURLESON WILL BE RESPONSIBLE FOR ALL FLOODPLAIN REGULATIONS AS IT RELATES TO DEVELOPMENT. ALL FUTURE PROPOSED DEVELOPMENT SHALL FOLLOW THE CITY OF BURLESON'S FLOODPLAIN REGULATIONS.
3. CITY OF BURLESON WILL NOT BE RESPONSIBLE FOR THE MAINTENANCE AND OPERATIONS OF SAID DRAINAGE WAYS OR FOR THE CONTROL OR EROSION.
4. ALL BUILDINGS OR STRUCTURES SHALL BE CONSTRUCTED SUCH THAT ALL GROUND LEVEL, EXTERIOR SIDES OF THE BUILDING ARE WITHIN 150 FEET OF A DEDICATED STREET OR FIRE LANE. IF THE 150 FEET CANNOT BE REACHED FROM A PUBLIC STREET, A FIRE LANE CAPABLE OF SUPPORTING 80,000 LBS SHALL BE REQUIRED ON SITE AT TIME OF CONSTRUCTION.
5. PROPERTY IS LOCATED WITHIN THE CITY LIMITS OF BURLESON.
6. THE SUBJECT PROPERTY IS LOCATED IN ZONE "X", AREA DETERMINED TO BE OUTSIDE SPECIAL FLOOD HAZARD AREA, AS SHOWN ON THE FEMA FLOOD INSURANCE RATE MAP, MAP NO. 48251C0065J, MAP REVISED DECEMBER 4, 2012.
7. THE PURPOSE OF THIS REPLAT IS TO DIVIDE LOT 15 INTO 2 RESIDENTIAL LOTS, BEING LOTS 15R AND 15R1.

OWNER'S CERTIFICATE

STATE OF TEXAS
COUNTY OF JOHNSON

WHEREAS, BARNEY AND TERESA BASDEN, ARE THE SOLE OWNER(S) OF A 4.618 ACRE TRACT OF LAND SITUATED IN THE THOMAS CHANDLER SURVEY, ABSTRACT NUMBER 127, CITY OF BURLESON, JOHNSON COUNTY, TEXAS, AND BEING ALL OF LOT 15, BROAD VALLEY FARM, AN ADDITION TO THE CITY OF BURLESON, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 463, PAGE 727, PLAT RECORDS, JOHNSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8" IRON ROD FOUND AT THE SOUTHWEST CORNER OF SAID LOT 15, SAME BEING THE SOUTHEAST CORNER OF LOT 18, SAID BROAD VALLEY FARM, AND BEING ON THE NORTH LINE OF COUNTY ROAD 714, A PRESCRIPTIVE RIGHT-OF-WAY;

THENCE NORTH 00 DEGREES 16 MINUTES 31 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 15, BEING COMMON WITH THE EAST LINE OF SAID LOT 18, A DISTANCE OF 504.64 FEET, TOA 5/8" IRON ROD FOUND AT THE NORTHWEST CORNER OF SAID LOT 15, SAME BEING THE NORTHEAST CORNER OF SAID LOT 18, AND BEING THE SOUTHWEST CORNER OF LOT 16, SAID BROAD VALLEY FARM;

THENCE SOUTH 89 DEGREES 42 MINUTES 45 SECONDS EAST, DEPARTING SAID COMMON LINE AND ALONG THE NORTH LINE OF SAID LOT 15, BEING COMMON WITH THE SOUTH LINE OF SAID LOT 16, AT A DISTANCE OF 199.34 FEET, PASSING A 5/8" CAPPED IRON ROD FOUND STAMPED "RPLS 1598" FOR REFERENCE, AND CONTINUING IN ALL 398.46 FEET, TO A 5/8" IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID LOT 15, SAME BEING THE SOUTHWEST CORNER OF LOT 13, SAID BROAD VALLEY FARM, AND BEING THE NORTHWEST CORNER OF LOT 14, SAID BROAD VALLEY FARM, FROM WHICH A 1/2" IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID LOT 14 BEARS SOUTH 89 DEGREES 38 MINUTES 45 SECONDS EAST, A DISTANCE OF 397.83 FEET;

THENCE SOUTH 00 DEGREES 17 MINUTES 09 SECONDS WEST, DEPARTING SAID COMMON LINE AND ALONG THE EAST LINE OF SAID LOT 15, BEING COMMON WITH THE WEST LINE OF SAID LOT 14, A DISTANCE OF 505.15 FEET, TO A 5/8" IRON ROD FOUND AT THE SOUTHEAST CORNER OF SAID LOT 15, SAME BEING THE SOUTHWEST CORNER OF SAID LOT 14, AND BEING ON THE NORTH LINE OF SAID COUNTY ROAD 714, FROM WHICH A 1/2" IRON ROD FOUND BEARS SOUTH 24 DEGREES 00 MINUTES 12 SECONDS EAST, A DISTANCE OF 1.07 FEET, AND FROM WHICH A 1/2" IRON ROD FOUND AT THE SOUTHEAST CORNER OF SAID LOT 14 BEARS SOUTH 89 DEGREES 39 MINUTES 17 SECONDS EAST, A DISTANCE OF 398.80 FEET;

THENCE NORTH 89 DEGREES 38 MINUTES 19 SECONDS WEST, DEPARTING SAID COMMON LINE AND ALONG THE SOUTH LINE OF SAID LOT 15, AT A DISTANCE OF 199.41 FEET, PASSING A 1/2" IRON ROD FOUND FOR REFERENCE, AND CONTINUING IN ALL 398.37 FEET, TO THE **POINT OF BEGINNING**, AND CONTAINING 4.618 ACRES OR 201,158 SQUARE FEET OF LAND, MORE OR LESS.

NOW THEREFORE KNOWN ALL MEN BY THESE PRESENTS:

THAT BARNEY AND TERESA BASDEN, OWNERS, DO HEREBY ADOPT THIS PLAT DESIGNATING THE HEREIN BEFORE DESCRIBED PROPERTY AS **LOT 15R AND LOT 15R-1, BROAD VALLEY FARM**, AN ADDITION TO THE CITY OF BURLESON, JOHNSON COUNTY, TEXAS, AND DO HEREBY DEDICATE TO THE PUBLIC USE FOREVER ALL STREETS, RIGHTS-OF-WAY, ALLEYS AND EASEMENTS SHOWN THEREON. THE CITY, COUNTY, OR ANY PUBLIC UTILITY SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR PART OF ANY BUILDINGS, FENCES, TREES, SHRUBS OR OTHER IMPROVEMENTS OR GROWTHS IN WHICH ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE OR EFFICIENCY OF ITS RESPECTIVE SYSTEMS ON ANY OF THESE EASEMENTS, AND THE CITY, COUNTY, OR ANY PUBLIC UTILITY SHALL AT ALL TIMES HAVE THE RIGHT OF INGRESS AND EGRESS TO AND FROM AND UPON THE SAID EASEMENT FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, AND PATROLLING, WITHOUT THE NECESSITY AT ANY TIME OF PROCURING THE PERMISSION OF ANYONE. THIS PLAT APPROVED SUBJECT TO ALL PLATTING ORDINANCES, RULES, REGULATIONS, AND RESOLUTIONS OF THE CITY OF BURLESON, TEXAS OR JOHNSON COUNTY.

_____
BARNEY BASDEN

DATE ____/____/_____.

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

WITNESS MY HAND AND SEAL OF OFFICE THIS THE ____ DAY OF _____, 2022.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

_____
TERESA BASDEN

DATE ____/____/_____.

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

WITNESS MY HAND AND SEAL OF OFFICE THIS THE ____ DAY OF _____, 2022.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

APPROVED BY THE PLANNING AND ZONING COMMISSION OF BURLESON, TEXAS,

THIS THE _____ DAY OF _____, 2022.

BY:_____
CHAIR OF PLANNING AND ZONING COMMISSION

BY:_____
CITY SECRETARY

JOHNSON COUNTY APPROVAL BLOCK

PLAT FILED YEAR _____, INST # _____,

SLIDE _____, VOL. _____, PG. _____

JOHNSON COUNTY PLAT RECORDS

_____
COUNTY CLERK, JOHNSON COUNTY, TEXAS

REPLAT OF
LOTS 15R AND 15R-1
BROAD VALLEY FARM
BEING A REPLAT OF LOT 15, BROAD VALLEY FARM, AN ADDITION TO THE CITY OF BURLESON, TEXAS.
PREPARED: MAY, 2022
2 LOTS LOCATED WITHIN THE CITY OF BURLESON, TEXAS.
CASE NO.: 22-065

—LONESTAR—
LAND SURVEYING, LLC
TBPELS FIRM# 10194707
3521 SW WILSHIRE BLVD.,
JOSHUA, TX 76058
817-935-8701
MARSHALL.MILLER@LONESTARLANDSURVEYING.COM

Rezoning Request - Add'l Details

An application was submitted for rezoning on April 4, 2022. To provide more clarity when processing the application, I was asked to summarize the history and intent of the property use.

In 2016, the owners of 1560 Broad Valley Court, Barney & Teresa Basden, sold the west portion of Lot 15 to the neighbor that was occupying 600 W CR 714, Sonya Lynn Baker. In doing so, a new survey and a plat was ordered by title and prepared by Triangle Surveying Company. The survey and preliminary replat was included with the rezoning request submitted on April 4, 2022.

In 2021, the neighbor that was occupying 600 W CR 714, Sonya Lynn Baker, reached out to the owner of 1560 Broad Valley Court, Barney Basden, to let him know they intended to sale their residence at 600 W CR 714 and to give him, Barney Basden, the option to buy the west portion of Lot 15 back. Both parties agreed, and the land was sold back to Barney & Teresa Basden in April of 2021.

During the summer of 2021, Barney Basden received a call from the parents of the new owners residing at 600 W CR 714. They wanted to know if there was any possibility of purchasing some of Lot 15 so they could build on it at some point in the future and be able to live next door to their children and grandchildren. Barney Basden agreed to sell the same amount of land that was previously sold in 2016 and then bought back in 2021. It was during this transaction that it was brought to the attention of Barney Basden that the preliminary replat was never submitted for approval by the city and therefore, was never filed with the county. The 2016 contract had stipulated this was the responsibility of the new buyers. Because a new survey was provided and approved by title, and because Bareny & Teresa Basden were told the recording of the new plat was a lengthy process, both parties and the title company agreed to proceed with the closing in 2016, with the assumption that the approval and recording process would follow over the weeks that followed.

That brings us to where we are today. There was an attempt to reach out to Triangle Surveying Company for an explanation on why the services requested were not completed, but the business is no longer active, and the number associated with the company is no longer a working number. A new order for a replat has been placed with Lonestar Land Surveying, LLC (Marshall & Marcus Miller), and they will be submitting an application with the City of Burleson for replat approval in the next week or so.

Regarding the intended use, as mentioned above, the soon-to-be new owners intend to build on the west portion of Lot 15 at some point in the future. The use of the east portion of Lot 15 will continue to remain the same.

If there are any questions or additional clarity needed, please don’t hesitate to reach out.

Respectfully,

Samie Campbell (daughter of Barney and Teresa Basden)
817-988-6689
samie.realestate@gmail.com

City of Burleson

City Council

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

AGENDA INFORMATION SHEET

DEPARTMENT:	**Public Works**
DATE:	**06/20/2022**

SUBJECT

Hold a public hearing and consider approval of an ordinance terminating the Tax Increment Reinvestment Zone Number 3, City of Burleson, Texas, dissolving the Board of Directors, and the tax increment fund for the Zone. *(Staff Presenter: Tommy Ludwig, Deputy City Manager)*

Attachments

Department Memo
Staff Presentation
Proposed Ordinance

Respectfully submitted:

Janalea Hembree
Public Works
Business Operations Manager
jhembree@burlesontx.com
817.426.9299

THE CITY OF BURLESON TEXAS

CITY COUNCIL

DEPARTMENT MEMO

DEPARTMENT: **City Manager's Office**

FROM: **Tommy Ludwig, Deputy City Manager**

MEETING: **June 20, 2022**

SUBJECT

Hold a public hearing and consider approval of an ordinance terminating the Tax Increment Reinvestment Zone Number 3, City of Burleson, Texas, dissolving the Board of Directors, and the tax increment fund for the Zone. (Staff Presenter: Tommy Ludwig, Deputy City Manager)

SUMMARY:

On December 18, 2012 the City Council created Tax Increment Reinvestment Zone Number 3 (TIRZ 3). The TIRZ was created as an economic development tool to assist with the facilitation and development of a commuter rail system along the Burlington Northern Santa Fe Corporation (BNSF) W4 line, from Cleburne to Fort Worth, and an associated rail station within the city's Transit Oriented District (TOD) Planned Development. Since the creation of the TIRZ, a number of challenges have prevented the implementation of a commuter rail system, chief among those being funding and low projected ridership.

Due to the absence of a commuter rail system or other congruent uses developing within the TOD, a TIRZ Board of Directors was never established, no debt was issued, nor a project funded by the TIRZ. Given this, and considering that a commuter rail system is unlikely to develop within the TOD within the foreseeable future, staff briefed the City Council regarding options for TIRZ 3, including dissolving, retaining, or modifying the TIRZ, in March 2022. At that time, the City Council directed staff to move forward with dissolving the TIRZ. In April 2022 council asked for additional time to consider possible users of the TIRZ #3 before dissolving it.

Approval of an ordinance, with two readings, is required to dissolve TIRZ 3. Upon dissolution, the existing fund balance of the TIRZ and incremental property tax from the TIRZ will transfer to the General Fund.

OPTIONS:

1. Approve an ordinance terminating TIRZ 3, dissolving the Board of Directors, and the tax increment fund for the Zone.
2. Deny an ordinance terminating TIRZ 3, dissolving the Board of Directors, and the tax increment fund for the Zone.

RECOMMENDATION:

Staff recommends the City Council approve the ordinance terminating TIRZ 3, dissolving the Board of Directors, and the tax increment fund for the Zone.

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

April 18, 2022 – Staff brought forward an ordinance to dissolve the TIRZ. The City Council indicated they would like additional time to consider this item.

March 21, 2022 – The City Council was briefed and provided staff direction regarding TIRZ 3.

FISCAL IMPACT:

None

STAFF CONTACT:

Name: Tommy Ludwig
Department: City Manager's Office
Email: tludwig@burlesontx.com
Phone: 817-426-9623

TAX INCREMENT FINANCING REINVESTMENT ZONE (TIRZ) #3

City Council Meeting – June 20, 2022

BACKGROUND

- March 21 – Council was briefed on the status of Tax Reinvestment Zone (TIRZ) #3
  - TIRZ #3 was established as an economic development tool to facilitate the development of
    - A commuter rail on the BSNF W4 Line
    - The creation of a commuter rail station in Burleson in the Transit Oriented District (TOD)
  - Due to funding and logistical challenges, it is unlikely a commuter rail line will develop in the foreseeable future
  - TIRZ #3 has yet to:
    - Establish a Board of Directors
    - Issue debt

PREVIOUS COUNCIL MEETINGS

- March 21, 2022
  - Staff provided options to the Council regarding the future of TIRZ #3
    - Dissolve the TIRZ
    - Retain/Modify the boundaries of the TIRZ
  - City Council directed staff to bring forward an ordinance to dissolve the TIRZ, which appeared before Council on April 18

- April 18, 2022
  - City Council indicated they would like additional time to consider possible uses of TIRZ #3 before dissolving it
  - Staff was directed to bring the item back to Council for consideration on June 20, 2022

TIRZ #3 BY THE NUMBERS

Established

- Established in 2012
- Set to expire in 2037

Consists Of

- 780 Acres
- Receives 100% of the incremental taxable value of the properties within in boundaries

Value

- Original value was $18,355,918
- Current taxable value is $46,836,579
- Projected to increase to $61,926,820 in FY 22-23

TIRZ #3 CAPACITIES

- In April, based on projected taxable values, staff estimated TIRZ #3 would have the capacity to issue approximately $4.8 million in debt over the next five years
- Based on the updated appraised values, staff now estimates that TIRZ #3 has the capacity to issue $10.4 million in debt over the next five years

- If no additional projects or operations are funded and TIRZ #3 is dissolved, this would equate to a $0.02 tax rate decrease in FY 22-23

- If TIRZ #3 is dissolved, $5 million in debt could be issued, and the tax rate could also be lowered by $0.01 in FY 22-23

LIMITATIONS

- The General Fund loses the value of the incremental growth in property tax within the boundary of the TIRZ until 2037, or until it is dissolved
- Funding from the TIRZ may only be spent on improvements within the district that serve a public good
- If dissolved, proceeds would return to the General Fund, however, they may still be utilized to fund any project that could have been funded through TIRZ

OPTIONS AND POLICY DECISIONS

DISSOLVE THE TIRZ

- Utilize capacity to fund additional capital projects
- Utilize capacity to fund additional operations
- Utilize capacity to reduce the tax rate
- A combinations of the options above

RETAIN/MODIFY THE BOUNDARY OF THE TIRZ

- Establish Board of Directors
- Re-evaluate boundaries
- Identify projects for funding

ADDITIONAL PROJECTS FOR CONSIDERATION

- When forming recommendations for the Bond Program, the Special Citizens Bond Task Force considered and prioritized a large number of infrastructure-related projects
- Prioritization was based on debt capacity for the General Obligation Bond Program, and did not include other funding sources such as cash, impact fees, and potential capacity from the TIRZ

SUMMARY OF FUNDING

	FY22-23	FY23-24	FY24-25	FY25-26	FY26-27	TOTAL
Impact Fees Zone A	$949,045					**$949,045**
Impact Fees Zone B	$241,871					**$241,871**
Impact Fees Zone C	$2,064,645					**$2,064,645**
Cash from General Fund	$2,500,000	$2,500,000	$1,000,000	$1,000,000	$1,000,000	**$8,000,000**
Excess General Fund Debt Capacity	$2,000,000					**$2,000,000**
TIRZ #3 Capacity	$5,203,000	$5,203,000				**$10,406,000**
TIRZ #2	$192,497					**$192,497**
TOTAL	$13,151,058	$7,703,000	$1,000,000	$1,000,000	$1,000,000	**$23,854,058**

- Staff recommending to hold a portion of capital (cash) each year starting FY23-24 for unforeseen project costs

ADDITIONAL POSSIBLE PROJECTS

		COST
*	WICKER HILL RD & GREENRIDGE DR ROAD RECONSTRUCTION	$4,989,510
	ALSBURY DESIGN & ROW ACQUISITION (add to GO Bond ST2301)	$3,333,091
	HULEN 4-LANE EXPANSION (additional costs to ST2502)	$3,630,029
	RENFRO ST & JOHNSON AVENUE PEDESTRIAN IMPROVEMENTS	$192,497
*	VILLAGE CREEK PARKWAY EXPANSION (Tarrant Co. Bond 50% Match)	$3,501,839
*	HIDDEN VISTAS EXTENSION TO CR 714	$1,575,349
*	ALSBURY PH. 1 WIDENING - CANDLER TO HULEN	$3,823,545
	ADDITIONAL STREET REHABILITATION	$1,000,000
	ADDITIONAL SIDEWALK (add to GO Bond ST2203)	$1,000,000
*	174 ACCESS MANAGEMENT	$3,000,000
*	HULEN CANDLER INTERSECTION IMPROVEMENTS	$1,941,641
*	HIDDEN CREEK PARKWAY AND DOBSON STREET INTERSECTION	$7,752,236
*	LAKEWOOD CR 914 INTERSECTION IMPROVEMENTS	$3,253,914
*	ARROWWOOD EXTENSION	$1,148,866
*	CR 602 REALIGNMENT	$3,341,365
	TRAFFIC SAFETY IMPROVEMENTS	$1,000,000
	TOTAL	$44,483,882

- Projects with an asterisk (*) indicate projects that were presented with the Bond.

STAFF RECOMMENDATION BY FUND DISSOLVING TIRZ #3

		IMPACT FEES A	IMPACT FEES B	IMPACT FEES C	CASH	TIRZ #3	EXCESS GF	TIRZ #2	TOTAL
*	WICKER HILL RD & GREENRIDGE DR ROAD RECONSTRUCTION					$4,989,510			$4,989,510
	ALSBURY DESIGN & ROW ACQUISITION (add to GO Bond ST2301)	$949,045				$2,384,046			$3,333,091
	HULEN 4-LANE EXPANSION (additional costs to GO Bond ST2502)				$1,610,128	$1,595,250	$424,651		$3,630,029
	RENFRO ST & JOHNSON AVENUE PEDESTRIAN IMPROVEMENTS							$192,497	$192,497
*	VILLAGE CREEK PARKWAY EXPANSION (Tarrant Co. Bond 50% Match)			$2,064,645		$1,437,194			$3,501,839
*	HIDDEN VISTAS EXTENSION TO CR 714						$1,575,349		$1,575,349
*	ALSBURY PH. 1 WIDENING - CANDLER TO HULEN		$241,871		$3,581,674				$3,823,545
	ADDITIONAL SIDEWALKS				$750,000				$750,000
	ADDITIONAL STREET REHABILITATION				$750,000				$750,000
	FUND CAPACITY	**$949,045**	**$241,871**	**$2,064,645**	**$8,000,000**	**$10,406,000**	**$2,000,000**	**$192,497**	**$23,854,058**
	PROJECT TOTAL	**$949,045**	**$241,871**	**$2,064,645**	**$6,691,802**	**$10,406,000**	**$2,000,000**	**$192,497**	**$22,545,860**

- Staff recommending to hold a portion of capital (cash) each year starting FY23-24 for unforeseen project costs
- Projects with an asterisk (*) indicate projects that were presented with the Bond.

STAFF RECOMMENDATION BY FUND
OTHER TIRZ OPTIONS

	Dissolving TIRZ #3	Half TIRZ #3 to fund add. projects (Lower tax .01)	TIRZ #3 to fund no add. projects (Lower tax .02)
WICKER HILL RD & GREENRIDGE DR ROAD RECONSTRUCTION	$4,989,510	$4,989,510	$4,989,510
ALSBURY DESIGN & ROW ACQUISITION (add to GO Bond ST2301)	$3,333,091	$3,333,091	$3,333,091
HULEN 4-LANE EXPANSION (additional costs to GO Bond ST2502)	$3,630,029	$3,630,029	$3,630,029
RENFRO ST & JOHNSON AVENUE PEDESTRIAN IMPROVEMENTS	$192,497	$192,497	$192,497
VILLAGE CREEK PARKWAY EXPANSION (Tarrant Co. Bond 50% Match)	$3,501,839	$3,501,839	
HIDDEN VISTAS EXTENSION TO CR 714	$1,575,349	$1,575,349	
ALSBURY PH. 1 WIDENING - CANDLER TO HULEN	$3,823,545		
ADDITIONAL SIDEWALKS	$750,000		
ADDITIONAL STREET REHABILITATION	$750,000		
FUND CAPACITY	**$23,854,058**	**$18,651,058**	**$13,448,058**
PROJECT TOTAL	**$22,545,860**	**$17,222,315**	**$12,145,127**

OPTIONS AND STAFF RECOMMENDATION

APPROVE (STAFF RECOMMENDATION)

- Approve an ordinance terminating TIRZ #3, dissolving the Board of Directors, and the tax increment fund for the Zone
  - Identify how the Council wishes to utilize the excess capacity from the TIRZ, and additional funding sources, to fund additional projects and/or reduce the tax rate during the budget process

DENY

- Deny an ordinance terminating TIRZ #3, dissolving the Board of Directors, and the tax increment fund for the Zone

NEXT STEPS

If approved

- Need direction on how to utilize the excess capacity from TIRZ #3
  - Tax relief
  - Fund additional project
  - Combination
- Need direction on which additional capital projects to pursue

If denied

- Determine if existing boundaries of TIRZ #3 are still appropriate
- Establish TIRZ Board
- Identify capital projects to fund within TIRZ

QUESTIONS?

ORDINANCE

AN ORDINANCE FOR THE CITY OF BURLESON, TEXAS, TERMINATING THE TAX INCREMENT FINANCE REINVESTMENT ZONE NUMBER 3, CITY OF BURLESON, TEXAS (THE "ZONE"); DISSOLVING THE BOARD OF DIRECTORS AND TAX INCREMENT FUND FOR THE ZONE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; 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, City created the Tax Increment Finance Reinvestment Zone Number 3, City of Burleson, Texas (the "Zone"), created a Board of Directors for the Zone (the "Board of Directors"), and created a tax increment fund for the Zone (the "Tax Increment Fund") to promote development or redevelopment in the Zone pursuant to Ordinance No. C-728-12, approved by the City Council of the City (the "City Council") on December 18, 2012, in accordance with the Tax Increment Financing Act, Chapter 311 of the Texas Tax Code, as amended (the "Act"); and

WHEREAS, pursuant to Ordinance No. C-728-12, the termination of the Zone shall occur on December 31, 2037, or at an earlier time designated by subsequent ordinance of the City Council in the event the City determines that the Zone should be terminated due to insufficient private investment, accelerated private investment or other good cause, or at such time as all project costs and tax increment bonds, if any, and the interest thereon, have been paid in full; and

WHEREAS, Section 31l.0l7(a) of the Act provides that a reinvestment zone terminates on the earlier of: (1) the termination date designated in the ordinance or order, as applicable, designating the zone or an earlier or later termination date designated by an ordinance or order adopted under Section 311.007(c) of the Act; or (2) the date on which all project costs, tax increment bonds and interest on those bonds, and other obligations have been paid in full; and

WHEREAS, private development is occurring in the Zone without the need for the Zone to finance the construction of any project and it does not appear that the Zone will be used to finance the construction of any project in the foreseeable future and accordingly, good cause exists for the termination of the Zone; and

WHEREAS, no tax increment bonds or other indebtedness have been issued by, for, on behalf of, or through the Zone and there are no outstanding project costs or other obligations of the Zone and accordingly, Section 311.017(a)(2) of the Act has been satisfied; and

WHEREAS, tax increment deposits have been paid into the Tax Increment Fund for the Zone; and

WHEREAS, the City is the only taxing unit that is participating or has ever participated

in the Zone, and

WHEREAS, the City is the only taxing unit that has made deposits into the Tax Increment Fund for the Zone; and

WHEREAS, in accordance with Section 311.014(d) of the Act, any money remaining in the Tax Increment Fund for the Zone shall be paid to the City upon termination of the Zone; and

WHEREAS, on June 20, 2022, the City Council held a public hearing in accordance with the Act to consider terminating the Zone and dissolving the Board of Directors and Tax Increment Fund for the Zone; and

WHEREAS, notice of such public hearing was published in a newspaper of general circulation in the City more than seven days before the date of the public hearing; and

WHEREAS, at such public hearing interested persons were allowed to speak for or against the termination of the Zone and/or the dissolution of the Board of Directors and Tax Increment Fund for the Zone; and

WHEREAS, this ordinance is being adopted pursuant to the Act including, without limitation, Sections 31l.017(a) and 311.007(c) of the Act; and

WHEREAS, the City Council has determined that terminating the Zone and dissolving the Board of Directors and Tax Increment Fund for the Zone is in the best interest of the citizens of the City of Burleson.

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

Section 1. The Tax Increment Finance Reinvestment Zone Number 3, City of Burleson, Texas (the "Zone") shall terminate on July 5, 2022, and accordingly, the Zone is hereby terminated for all purposes. The Board of Directors for the Zone and the Tax Increment Fund for the Zone are hereby dissolved effective July 5, 2022. All funds in the Tax Increment Fund shall be disbursed to the City in accordance with state law.

Section 2. The City Manager is hereby authorized to execute such documents as may be necessary or advisable to carry out the intent and purpose of this ordinance.

Section 3. The statements, facts, findings and recitals set forth above are hereby found and declared to be true and correct and are incorporated into this ordinance and adopted as part of this ordinance for all purposes.

Section 4. All ordinances or portions thereof in conflict with the provisions of this ordinance, to the extent of such conflict, are hereby repealed. To the extent that such ordinances or portions thereof are not in conflict herewith, the same shall remain in full force and effect.

Section 5. Should any word, sentence, clause, paragraph or provision of this ordinance be held to be invalid or unconstitutional, the validity of the remaining provisions of this ordinance shall not be affected and shall remain in full force and effect.

Section 6. 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 7. That this ordinance shall take effect immediately from and after its passage.

PASSED AND APPROVED:

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

Final Reading: the _____ day of _____, 20_____.

_____
Chris Fletcher, Mayor
City of Burleson, Texas

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: **06/20/2022**

SUBJECT

Hold a public hearing and consider approval of an ordinance amending the code of ordinances by repealing and replacing Article 8 (Park and Recreation Development) of Appendix A (Subdivision and Development) for the purpose of modifying the parkland dedication requirements with subdivision development, modifying the percentage amount of floodplain that may be part of the parkland dedication, modifying the method in calculating the fee in lieu of parkland dedication, modifying the types of credits that may be issued, and modifying the method in calculating the park infrastructure fee; providing a cumulative clause; providing severability clause; providing a penalty clause; providing for publication; and providing an effective date. (First Reading) *(Staff Presenter: Jen Basham, Parks and Recreation Director)*

Attachments

Council Memo
Presentation
Proposed Ordinance
Exhibit A

Respectfully submitted:
Matt Ribitzki
x9664

DEPARTMENT MEMO

DEPARTMENT: **Parks and Recreation**

FROM: **Jen Basham**

MEETING: **June 20, 2022**

SUBJECT:

Consider approval of proposed modifications to the park land dedication fee structure and ordinance. *(Staff Presenter: Tommy Ludwig, Deputy City Manager).*

SUMMARY:

In 2008 the City of Burleson began collecting fees and land for the development of the park system. Dedication requirements were created to off set the impact residential development has on the city's level of service for parks. A fee in lieu could be collected if a developer did not have suitable land to dedicate. A development fee was also created to contribute to the cost for building a standard neighborhood park.

The City's current level of service requires one acre for every 100 dwelling units for a development. A fee in lieu of $300 per dwelling unit and a development fee of $300 per dwelling unit.

Staff has revised the calculations based off Burleson's current level of service of parks as well as the increased demand on our system from new developments. These calculations are based on creating an equitable proportion of cost to the toll of a development Using census data to understand the average amount of people per household for single and multi-family new formulas have been created to develop appropriate fee's.

OPTIONS FOR DESIGN:

1) Recommend as presented
2) Recommend with changes
3) Maintain current fee structure

PREVIOUS ACTION:

Park Board met on March 31, 2022 and unanimously recommended approval

Staff briefed the City Council on May 2, 2022

- Council recommended the proposed fees and credits, as presented, but requested staff consider options for tree preservation credits based on varying size

Staff presented the draft Park Land Dedication ordinance to the Park Board on June 9th, who recommended approval unanimously

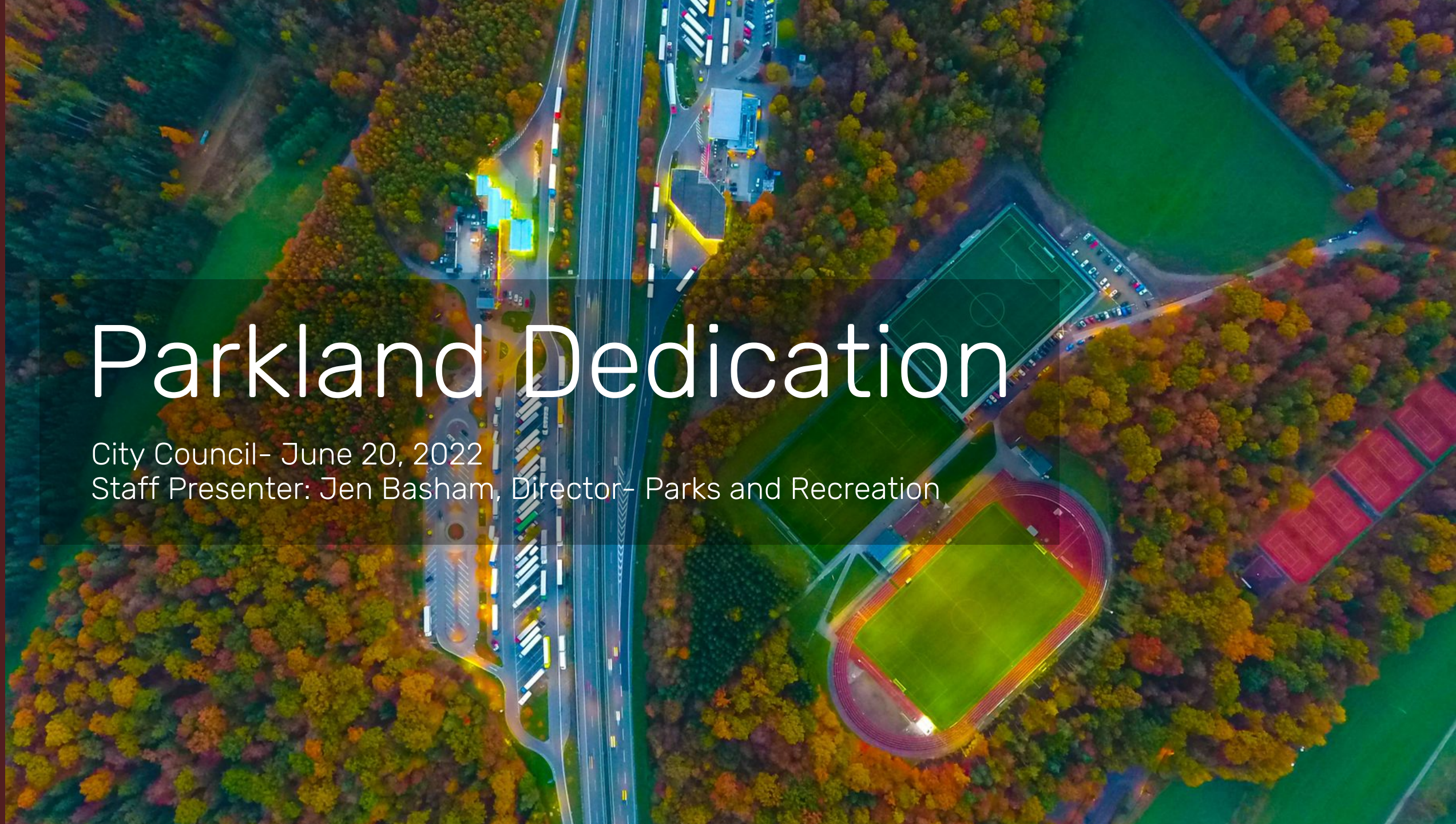
RECOMMENDATION:

Staff recommends proceeding with the proposed parkland dedication and development requirements as presented.

FISCAL IMPACT: TBD

STAFF CONTACT:

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



Parkland Dedication

City Council- June 20, 2022
Staff Presenter: Jen Basham, Director- Parks and Recreation


Parkland Dedication and Development Fees?
What are they and why do we charge them?

WHAT ARE PARKLAND DEDICATION FEES AND REQUIREMENTS?

- Parkland Dedication: Offset the impact residential development has on the city's level of service for parks

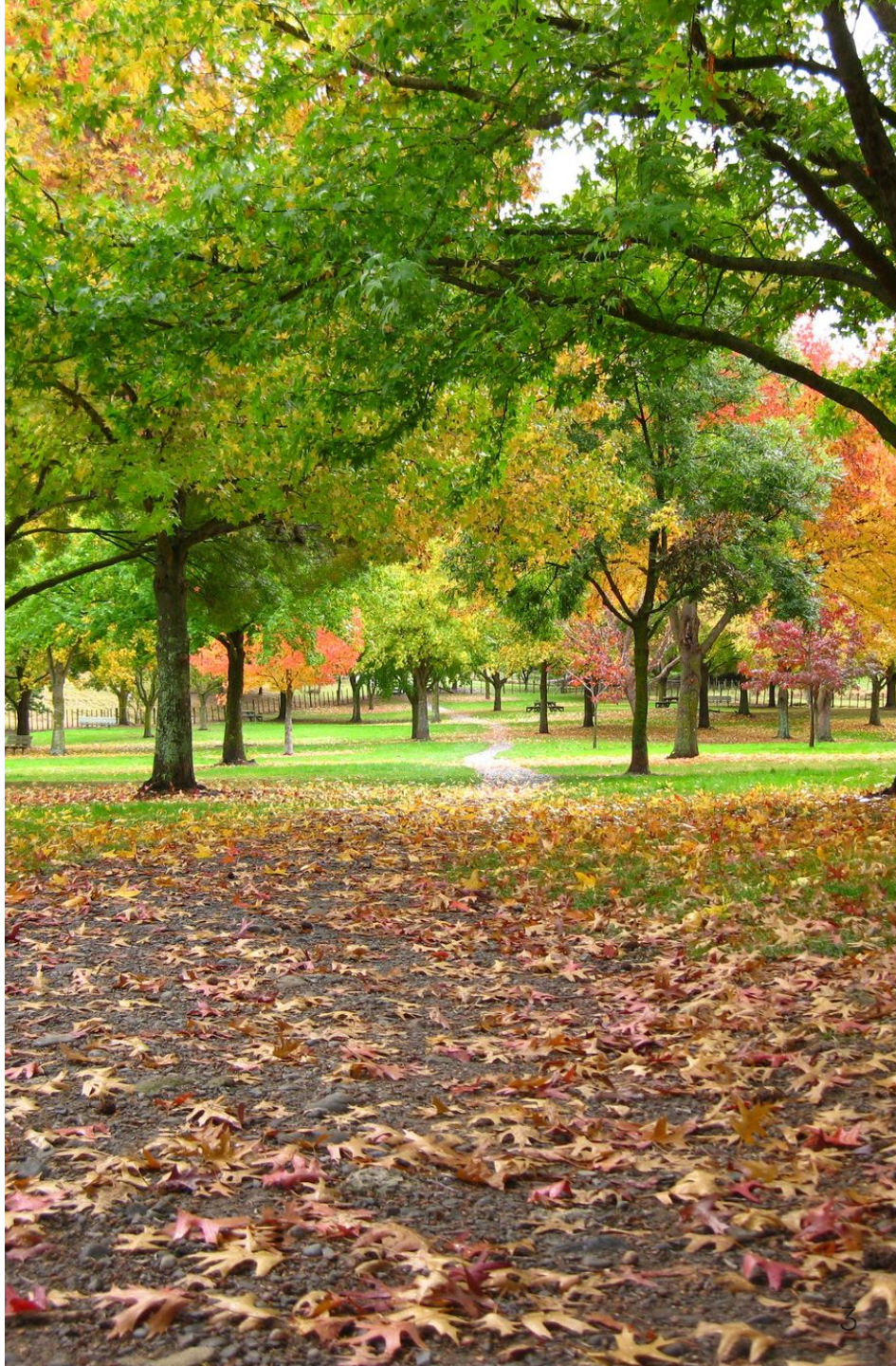
- Fee-in-lieu of dedication: Allow home builders to provide a cash payment for the value of required parkland dedication in lieu of dedicating land

  Developer will choose to dedicate land or pay fee in lieu

- Park development fee: Contributes to the cost of building a standard neighborhood park

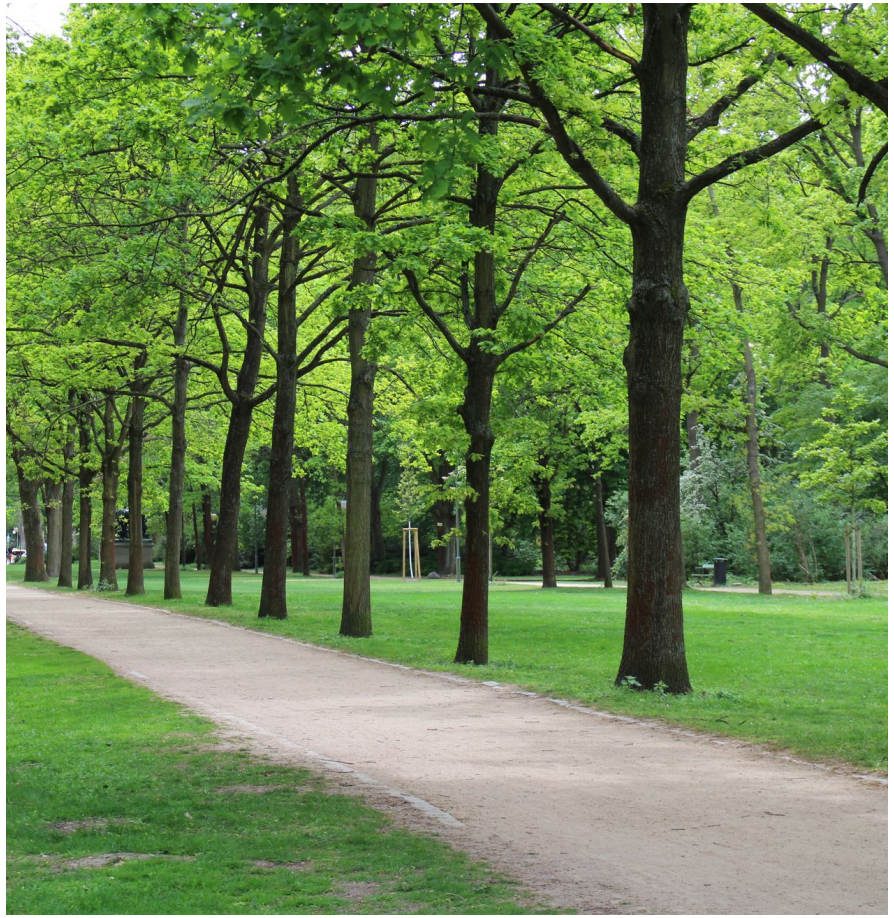
  Developer will always be required to pay development fee

  Current dedication and fees adopted in 2008



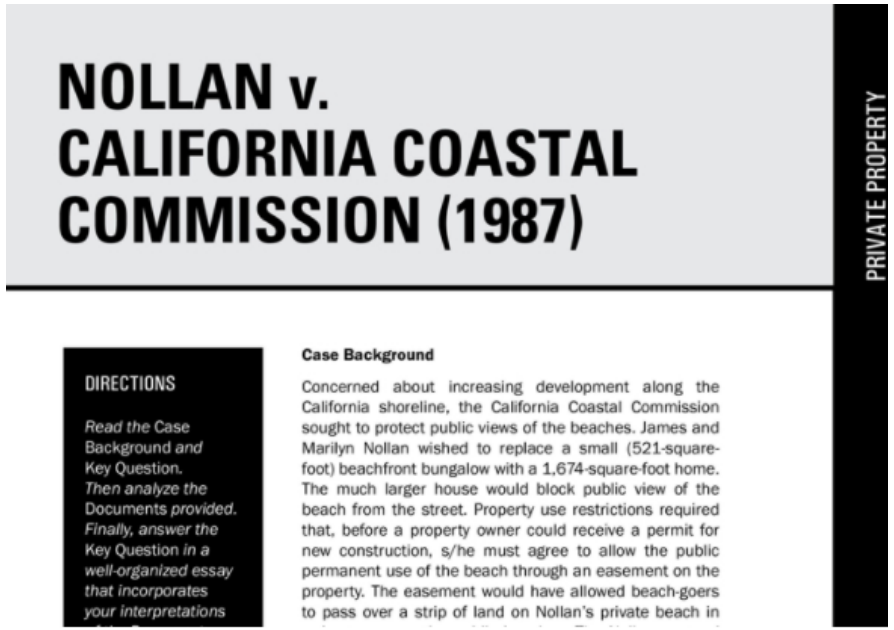
BTX MADE

Helps Burleson Parks Keep up with Growth



- The parkland fees and dedication requirements ensure that as the City grows the parks system is maintained and expanded to maintain the current level of service
- As developers bring in new residents, they are responsible for the impact on the park system and the growing demand

Rough Proportionality



NOLLAN v. CALIFORNIA COASTAL COMMISSION (1987)

PRIVATE PROPERTY

DIRECTIONS

Read the Case Background *and* Key Question. *Then analyze the* Documents *provided. Finally, answer the* Key Question *in a well-organized essay that incorporates your interpretations*

Case Background

Concerned about increasing development along the California shoreline, the California Coastal Commission sought to protect public views of the beaches. James and Marilyn Nollan wished to replace a small (521-square-foot) beachfront bungalow with a 1,674-square-foot home. The much larger house would block public view of the beach from the street. Property use restrictions required that, before a property owner could receive a permit for new construction, s/he must agree to allow the public permanent use of the beach through an easement on the property. The easement would have allowed beach-goers to pass over a strip of land on Nollan's private beach in

- Requires that

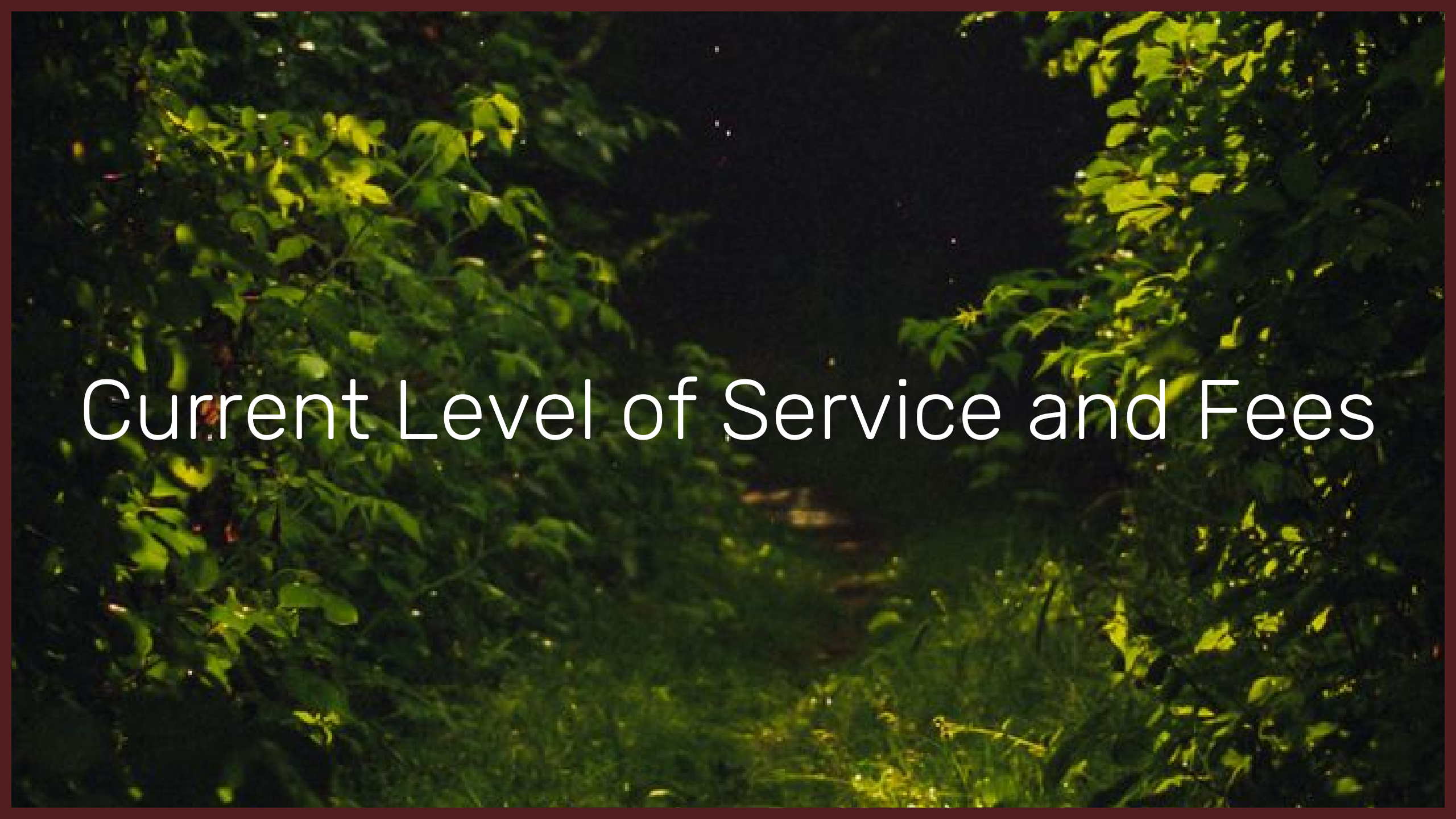
  land donation/fee must be proportionate to the toll of the development

- Nollan-Dolan Limits

  Two supreme court cases that set limits on governments' ability to impair property interests with land use regulations

- Parkland dedication cannot be used to make up for former oversight, must be made based on current service level

BTX MADE


Current Level of Service and Fees

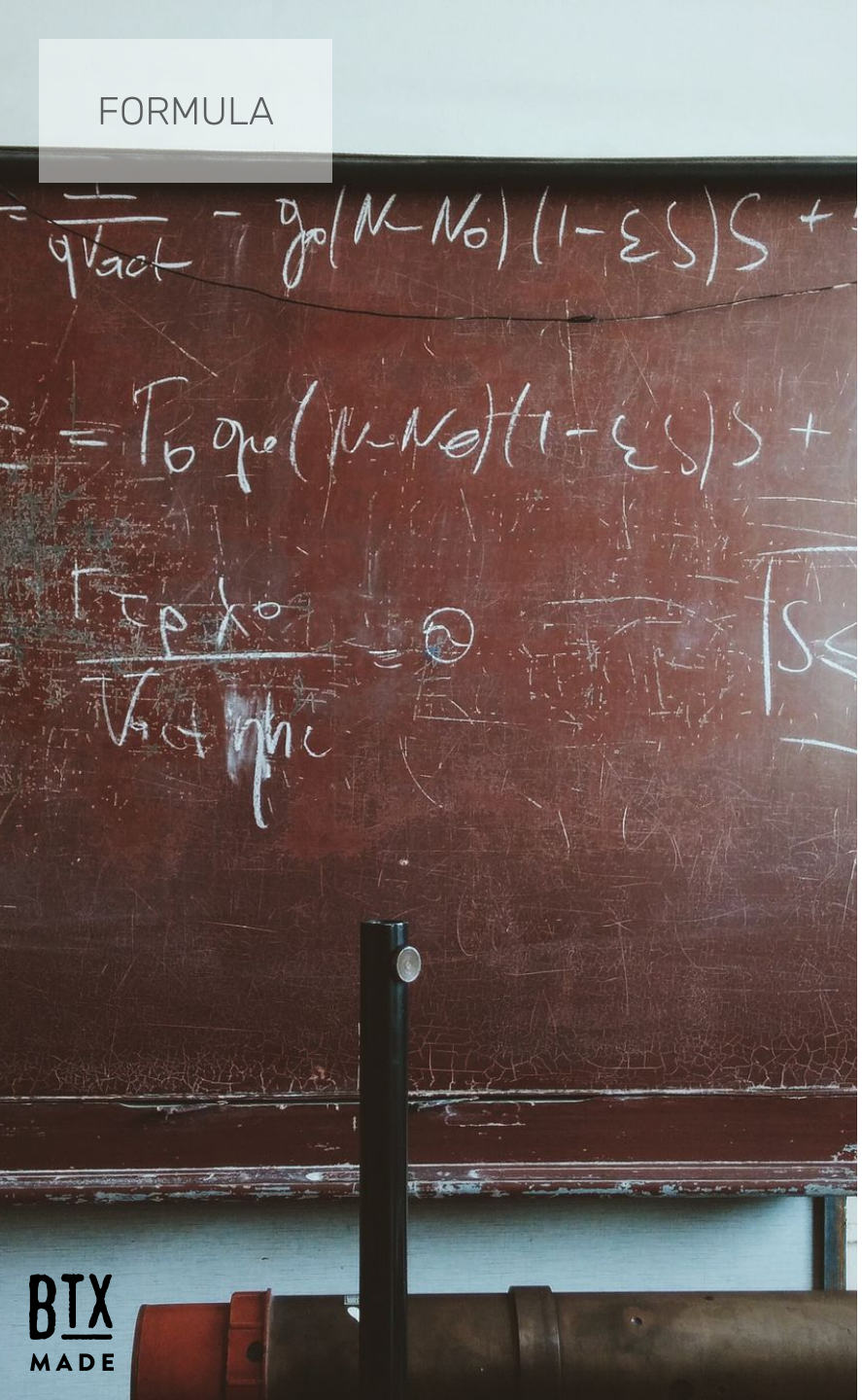


Current Fees

- Current Dedication: 1 acre per 100 dwelling unit
- Current Fee In Lieu: $300 per dwelling unit.
- Development Fee: $300 per dwelling unit

Proposed Changes





Dedication and Fee's

- Single Family
  - Dedication Requirement- 1 acre per 95 dwelling units
  - Fee in Lieu- $458 fee in lieu per du
  - Development Fee- $818 per du
- Multi-Family
  - Dedication Requirement- 1 acre per 109 dwelling units
  - Fee in Lieu- $399 fee in lieu per du
  - Development Fee- $711 per du

* Fee in lieu is only paid if land is not dedicated, or in the instance that not enough land is identified, a combination of dedication and fee in lieu will be enforced



Total Fee Recommendation

- Add fee components together
  - Fee in lieu + park development fee = total fee per development type
- Single Family
  - $458 (fee in lieu)+ $818 (development fee)=$1,276 per du
- Multi-Family
  - $399 (fee in lieu) + $711 (development fee) =$1,110 per du

Fee in lieu is only applicable if land is not dedicated

Credits towards fees



Additional information regarding credits



- HOA Maintained Parks
  - Park would be required to be open to the public
  - Park improvements approved, inspected and accepted by Director or designee
  - Would receive a credit of 50% towards dedication and development fees
- Reduction in fee if preserve 2 trees per DU
  - Trees 6-12 caliber inches - 2 trees required per du
  - If larger than 12 inches- 1 tree required per du
  - Approved tree type
  - Tree survey with preserved trees identified
  - Would receive a credit of 50% towards dedication and development fees
- Parkland dedication
  - If a developer elects to donate additional property above the required amount a reduction in the development fee will be added proportionate to the donation

BTX MADE

Action History

- Park Board met on March 31, 2022 and unanimously recommended approval
- Staff briefed the City Council on May 2, 2022
  - Council recommended the proposed fees and credits, as presented, but requested staff consider options for tree preservation credits based on varying size
- Staff presented the draft Park Land Dedication ordinance to the Park Board on June 9th, who recommended approval unanimously



BTX MADE



Options

- Approve ordinance as presented
- Deny

ORDINANCE

AN ORDINANCE FOR THE CITY OF BURLESON, TEXAS, AMENDING THE CODE OF ORDINANCES FOR THE CITY OF BURLESON, BY REPEALING AND REPLACING ARTICLE 8 (PARK AND RECREATION DEVELOPMENT) OF APPENDIX A (SUBDIVISION AND DEVELOPMENT) FOR THE PURPOSE OF MODIFYING THE PARKLAND DEDICATION REQUIREMENTS WITH SUBDIVISION DEVELOPMENT, MODIFYING THE PERCENTAGE AMOUNT OF FLOODPLAIN THAT MAY BE PART OF THE PARKLAND DEDICATION, MODIFYING THE METHOD IN CALCULATING THE FEE IN LIEU OF PARKLAND DEDICATION, MODIFYING THE TYPE OF CREDITS THAT MAY BE ISSUED, AND MODIFYING THE METHOD IN CALCULATING THE PARK INFRASTRUCTURE FEE; 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 CSO#1215-12-2019, 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 Article 8, Park and Recreation Development of Appendix A, Subdivision and Development, Code of Ordinances, City of Burleson, for the purpose of modifying the parkland dedication requirements with subdivision development, modifying the percentage amount of floodplain that may be part of the parkland dedication, modifying the method in calculating the fee in lieu of parkland dedication, modifying the type of credits that may be issued, and modifying the method in calculating the park infrastructure fee; and

WHEREAS, the City Council desires to repeal and replace Article 8, Park and Recreation Development of Appendix A, Subdivision and Development, Code of Ordinances, City of Burleson, in its entirety with the terms set forth in Exhibit A; 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 City Council of the City on June 20, 2022 with respect to the code amendment 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, THAT:

Section 1. Article 8 (Park and Recreation Development) of Appendix A (Subdivision and Development) of the Code of Ordinances, City of Burleson, Texas, is hereby repealed and replaced in its entirety with the attached Exhibit A, attached hereto and incorporated herein by reference for all purposes.

Section 2. 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 3. 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 4. 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 5. 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 6. 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 7. 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 8. 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 captain 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 9. 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_____.

_____
Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

_____
Amanda Campos, City Secretary

APPROVED AS TO FORM:

_____
E. Allen Taylor, Jr., City Attorney

EXHIBIT A

ARTICLE 8. - PARK AND RECREATION DEVELOPMENT

The purpose of the park land dedication and development requirements is to provide recreational areas in the form of city or private parks in conjunction with subdivision development. Each residential development, including multi-family developments, containing four or more residential units shall dedicate a portion of the land and construct facilities, or pay cash in lieu of dedication and construction.

Sec. 8.1 - Parkland dedication policy.

(a) ***Parkland site selection requirements.***

(1) Land proposed for dedication under this policy shall be suitable for parks, linear destination trails and recreational uses, as determined by the director of parks and recreation.

(2) Park locations shall generally comply with the parks and trails master plan.

(3) In selecting a site for a park, the director of parks and recreation will avoid an accumulation of non-contiguous parcels of land or an accumulation of land unsuitable for park purposes.

(4) Park sites will be accepted on the basis of obtaining natural, park-like settings, where available, and will consist of diverse topography and open space suitable for the development of recreational facilities.

(5) Park sites shall be located, whenever possible, contiguous to school sites and other public or nonprofit agency sites in order to make maximum use of common public facilities and grounds.

(6) Careful consideration shall be given to the need for development of linear parks and trails around natural creeks and wooded areas. When development occurs near a floodway that is designated by either the parks and trails master plan or the director of parks and recreation, the developer is required to construct that portion of the trail that occurs within his/her development. The developer will construct the trail in accordance with park and recreation design criteria. The cost for the trail's development will be borne by the developer and will be credited toward the developer's infrastructure requirement.

(7) At least 50 percent of the required dedicated parkland should have slopes in the two percent to five percent range and should be well-drained.

(8) Floodplain and floodway areas, as designated on the flood insurance rate map (FIRM) should not exceed 50 percent of the total park dedication.

(9) All parks dedicated in accordance with this ordinance shall have access to public streets, water, sanitary sewer, and drainage systems.

(10) Parks shall have a minimum accumulation of 150 feet of frontage along a public street.

(b) ***Parkland dedication requirements.*** Except as provided in subsection (d) below, each single family residential subdivision shall dedicate one acre of parkland for every 95 residential dwelling units. For multi-family residential subdivision, the developer shall dedicate one acre of parkland for every 109 residential dwelling units.

(1) Land proposed for park dedication shall be shown on the preliminary plat and shall be a minimum of three acres in size, unless otherwise approved by the director of parks and recreation. Such park sizes and classifications shall comply with the standards set forth in the parks and trails master plan.

(2) Land proposed for park dedication should be within the subdivision.

(3) If a replat is filed on a property and the number of dwelling units within the subdivision increases, additional park dedication will be required to account for the increase in the number of dwelling units.

(4) Prior to conveyance of property to the city, the city may require the developer to perform a phase 1 environmental assessment. Should the environmental assessment indicate environmental contamination, the city may require additional testing by the developer or may require the developer to locate another site suitable for park dedication or pay the fee in lieu as provided in subsection (d) below.

(5) The developer shall grant the city access to the property proposed for parkland so that the city can make inspections and surveys prior to conveyance of the property.

(6) Determinations of required land dedication will be based upon review of preliminary plats. Failure to indicate proposed park dedications on the submitted preliminary plat will be sufficient grounds for the city to deny the preliminary plat.

(7) Basis of parkland dedication requirement. The current level of service provided in the city is one acre per 248 people. The basis of the park development requirement is more fully set forth in Exhibit 2.

(c) ***Parkland conveyance requirements.*** Upon final agreement of the location of the park dedication, the developer shall provide the following:

(1) A metes and bounds description of the land to be conveyed; and

(2) A survey plat of the park property only; and

(3) A copy of the developer's deed demonstrating ownership and right to convey the property; and

(4) Documents conveying ownership to the city in the form of a:

a. General warranty deed; or

b. Special warranty deed and a title policy provided by the developer insuring the city in an amount equal to the value of the property.

(d) ***Fees in lieu of parkland dedication.***

(1) An owner or developer responsible for parkland dedication under this article may elect to meet the requirements of subsection (b) above, in whole or in part, by a fee payment in lieu of land as set forth in this subsection. If the calculation for required park dedication results in less than three acres or does not meet the site selection criteria set forth in this ordinance, the director of parks and recreation may require a fee in lieu of dedication or a combination of parkland dedication and fee.

(2) The fee in lieu of parkland dedication will be "per residential dwelling unit" based on the land value of the formula of residential property in Burleson listed below:

a. The total fee to be paid to the city in lieu of dedication shall be determined as follows:

(i) For Single Family:

(1) Dividing the number of dwelling units contained within the final plat by 95; then

(2) Subtracting the acreage of any parkland dedication to obtain the net requirement for fee in lieu of dedication; then

(3) Multiplying the net acreage requirement by 95 to calculate the equivalent number of dwelling units; then

(4) Multiplying the equivalent number of lots by $458.00.

(ii) For Multi-Family:

(1) Dividing the number of units set forth in the building permit application and associated plans by 109; then

(2) Subtracting the acreage of any parkland dedication to obtain the net requirement for fee in lieu of dedication; then

(3) Multiplying the net acreage requirement by 109 to calculate the equivalent number of units; then

(4) Multiplying the equivalent number of units by $399.00.

b. Basis of the fee in lieu of parkland dedication. The formula above assumes that the value per square foot to acquire the parkland is $1.00 per square foot and $43,560 per acre, and divides the value by the unit count

per acre dedication requirement subsection (b) above. The basis of the fee in lieu of parkland dedication is more fully set forth in Exhibit 2.

(3) Should the developer not agree with the city's determination of $1.00 per square foot value of park land, the developer may, at developer's own cost, obtain an appraisal of the property from a state certified appraiser with a MAI designation. If the property was acquired within the year previous to the platting of the property, the developer may submit the contract for sale for consideration in determining fair market value.

(4) For single family developments, fees in lieu of dedication shall be assessed at the time of final plat submittal and shall be paid prior to recording the plat with the county. For multi-family developments, fees in lieu of dedication shall be assessed at the time of an application for building permit shall be paid prior to the issuance of a building permit.

(5) If parkland dedication for a phase subdivision is proposed in future phases, the developer shall do the following prior to filing of plats that do not contain parkland:

a. Deed the parkland or a portion of the parkland located within the future phase in accordance with subsection (c) above.

Sec. 8.2 - Park infrastructure development policy.

(a) ***Park infrastructure fee.***

(1) A park infrastructure fee shall be collected prior to recording the final plat with the county; however, if a multi-family subdivision is proposed the parkland infrastructure fee shall be assessed at the time of an application for building permit shall be paid prior to the issuance of a building permit.

(2) The park infrastructure fee is $818 per single family dwelling unit, and $711 per multi-family dwelling unit. This fee is separate of the land dedication or fee in lieu requirements.

(3) Basis of park infrastructure fee. The park infrastructure fee is based upon the cost to purchase and erect minimal park amenities on a three-acre park site, which is $1,000,000. The basis of the park infrastructure fee is more fully set forth in Exhibit 2.

(b) ***Park infrastructure construction.***

(1) Upon approval by the director of parks and recreation, a developer may construct park infrastructure in lieu of paying the park infrastructure fee.

(2) The value of the park infrastructure, including design of the park and the labor to construct the infrastructure, shall be equal to or greater than the park

infrastructure fee would have been. In no case will the city reimburse the developer for expenditures greater than the park infrastructure fee would have been.

(3) Prior to constructing park infrastructure, the developer shall provide to the director of parks and recreation a park plan for improvements that comply with the city's design, specification, and construction standards. The following features will be considered for construction:

a. Playground.
b. Picnic shelter.
c. Practice baseball/softball field with backstop.
d. Practice soccer field with goals.
e. Walking or destination oriented trail.
f. Multi-use slab with weatherproof basketball goal and backboard.
g. Turf, landscaping, and vegetation.
h. Paved parking areas.
i. Other facilities as approved by the director of parks and recreation.

(4) The developer must construct the park infrastructure concurrent with other public improvements and complete the construction of the park infrastructure improvements prior to final acceptance of the subdivision. The construction of the park improvements will be accomplished via a two-party park memorandum of understanding between the city and the developer. The director of parks and recreation will execute the park memorandum of understanding on behalf of the city. The city shall inspect the park infrastructure construction for compliance with the plans and specifications.

(5) The cost of park infrastructure constructed in private open space will not be credited toward the park infrastructure fee.

Sec. 8.3 - Park development general policies.

(a) All fees or conveyance of property shall be complete prior to recording the final plat with the county, except as provided in Section 8.1(d)(4) and Section 8.2(a)(1).

(b) The city recognizes the value of a city park to a development and will make all attempts to develop the park property as quickly as possible but does not guarantee the expenditure of park infrastructure funds within any specified time frame.

(c) Unless otherwise provided in this ordinance, all decisions will be made by the director of parks and recreation. Decisions of the director of parks and recreation with regard to the application of this policy may be appealed to the city manager, then to the city council.

Sec. 8.4 – Credits.

(a) Credit for park recreation facilities open to the public.

(1) Where recreation facilities are built for the residents of a subdivision development, a credit may be given to the developer for the park infrastructure fee, the parkland dedication requirement, or fee-in-lieu thereof, based on the value of such neighborhood park recreational facility development. Credit may be issued for up to 50% of the total amount of the park infrastructure fee and the parkland dedication requirement or fee-in-lieu thereof. This credit is only applicable if the recreation facilities are privately owned and maintained, but open to the public.

(2) To be eligible for credit, publicly accessible private park land must:

a. Be made accessible to the public on an instrument approved by the City Attorney;

b. Be of a size approved by the director of the City's parks and recreation director to appropriately meet the needs of the development;

c. Provide adequate accessibility from the adjacent public street(s) in compliance with the Americans with Disabilities Act (ADA) and as approved by the City's parks and recreation director;

d. Provide landscaping and recreational amenities typical of a standard neighborhood park approved by the City's parks and recreation director; and

e. Be open to the public during all times it is accessible to the residents of the development.

(3) Equipment in a private park must comply with city standards applicable to the type of equipment.

(4) A publicly accessible private park land instrument must:

a. Contain a legal description of the development and the publicly accessible private park land;

b. Be signed by all owners and lienholders of the development property and is binding to all lien holders by a subordination clause;

c. Be approved by the City's parks and recreation director;

d. Be approved as to form by the City Attorney;

e. Create a covenant running with the land;

f. Provide that the owners of the property development are responsible for all general park maintenance at a level consistent with minimum city park and recreation standards;

g. Provide necessary easements for access to the publicly accessible private park land;

h. Give the city the right, but not the obligation, to take any action needed to make necessary repairs or improvements within the publicly accessible private park land, and to place a lien on all lots within the development until the city has received full compensation for that action;

i. Provide that the owners of property in the development agree to defend and indemnify the city, and to hold the city harmless from and against all

claims or liabilities arising out of or in connection with publicly accessible private park land or publicly accessible private park land instrument;

j. Provide that it is governed by the laws of the State of Texas; and

l. Provide that it may only be amended or terminated:

(i) With the consent of all the owners and lienholders of property in the development;

(ii) Upon the dedication of any park land or payment of a fee-in-lieu necessary to meet the requirements of this section; and

(iii) After approval as to form by the City Attorney, and approval by the City's parks and recreation director.

(5) The developer may receive a 50% credit based on actual out-of-pocket dollar costs that the developer incurred for the improvement of a private park or recreational facility. The proposed improvement of the private park or recreational facility and maximum allowable out-of-pocket dollar costs eligible for the credit must be approved by the City's parks and recreation director in writing prior to the filing of the preliminary plat and prior to the commencement and installation of the improvements. The actual out-of-pocket dollar costs must be evidenced by documentation approved by the City's parks and recreation director in writing. The proportional credit amount shall count toward meeting the total park infrastructure fee imposed on the developer. A developer will be given a 50% credit for the cost, as approved by the City's park and recreation director, of the amenities they install on in the development, but the credit will be capped by the maximum amount of the park infrastructure fee associated with the development.

(6) Credits requested pursuant to this article will only be given for amenities that meet the minimum design and construction standards as set forth by the City's parks and recreation department.

(b) Credits for park land dedication outside of the development. A developer of a subdivision may dedicate park land that is not within the boundaries of his or her development and receive credits for that subdivision against the parkland dedication requirement or fee-in-lieu thereof. The proposed park land dedication must be approved by the City's parks and recreation director in writing prior to the filing of the preliminary plat. The proposed park land dedication property must be in the same park zone as the proposed subdivision, within a reasonable distance of existing or developing residential neighborhoods, and meet the park land dedication criteria outlined herein.

(c) Credits for Tree Preservation. A credit of the park infrastructure fee and the parkland dedication requirement or fee-in-lieu thereof, shall be granted for developers who elect to preserve a portion of their tree canopy as part of their development as described in this subsection.

(1) To be eligible for a credit of 50% credit per dwelling unit, the following criteria must be met:

a. The trees shall be identified on a tree a survey prior to final plat in the case of a single family residential subdivision or building permit in the case of a multi-family residential subdivision;
b. The final tree count and inspection must be approved by the City's park and recreation director or his/her designee; and
c. A minimum of 2 trees be preserved per dwelling unit that are a minimum of 6 caliber inches and are of a kind that is on the approved tree species type list, which is set forth in Exhibit 1; or a single tree over 12 caliber inches in diameter per dwelling unit and are of a kind that is on the approved tree species type list, which is set forth in Exhibit 1.

EXHIBIT 1

Approved Tree List

Large Trees

American Elm
Arizona Cypress
Bald Cypress
Black Walnut
Bur Oak
Caddo Maple
Cedar Elm
Chinquapin Oak
Deodar Cedar
Lacebark Elm
Live Oak
Mexican Sycamore
Monterrey Oak
Pecan
Pond Cypress
Shumard Red Oak
Southern Magnolia
Sycamore
Texas Red Oak

Medium Trees

Bigtooth Maple
Claudia Wannamaker Magnolia
Chinese Pistache
Common Persimmon
Eastern Red Cedar
Eve's Necklace
Ginkgo biloba
Honey Locust (Thornless)
Lacey Oak
Little Gem Magnolia
River Birch
Shantung Maple
Soapberry
Trident Maple

Ornamental Trees

Blue Point Juniper
Carolina Buckthorn
Crepe Myrtle
Desert Willow
East Palatka Holly
Fig
Forest Pansey Redbud
Japanese Maple
Mexican Buckeye
Mexican Plum
Nellie R. Stevens Holly
Pomegranate
Possumhaw
Oklahoma Redbud
Roughleaf Dogwood
Rusty Blackhaw Viburnum
Savannah Holly
Saucer Magnolia
Smoketree
Flameleaf Sumac
Texas Mountain Laurel
Texas Perssimon
Vitex

Screening Trees

Arizona Cypress
Blue Point Juniper
Burford Holly
Eastern Red Cedar
Little Gem Magnolia
Mary Nell Holly
Mountain Laurel
Nellie R. Stevens Holly
Pomegranate
Savannah Holly
Vitex
Wax Myrtle
Yaupon Holly

Exhibit 2

Land Dedication Requirements:

- Establish baseline level of service
  - Population / acreage of applicable parks = level of service
  - 47,641 /191.87 = 1 acre per 248 residents
- Establish land dedication requirement for development type
  - Acreage per resident / census density value = acre per number of unit type
  - Single Family
    - 248/ 2.6 = 95 (1 acre per 95 dwelling units)
  - Multifamily
    - 248 /2.26 =109 (1 acre per 109 dwelling units)

Fee in Lieu Requirements:

- Determine value per square foot to acquire parkland
  - $1.00 per square foot; $43,560 per acre
- Identify unit level price per development type
  - Single acre price / unit count per acre dedication requirement
  - Single Family
    - $43,560 / 95 = $458.53 fee in lieu per dwelling unit
  - Multifamily
    - $43,560 / 109 = $399.63 fee in lieu per dwelling unit

Park Infrastructure Fee Requirements:

- Establish cost to develop applicable parks
  - $1,000,000 – includes playground, loop trail, amenities package, athletic field, sports court, c
- Determine number of people per park
  - Population / number of applicable parks
  - 47,641 /15 = 3,176
- Determine cost per person to develop a park
  - 1,000,000 /3,176= $314.86
- Determine cost per development type
  - Census density value * cost per person to develop a park
  - Single Family
    - $314.86 * 2.6 = $818 park infrastructure fee per dwelling unit
  - Multifamily
    - $314.86 *2.26 = $711 park infrastructure fee per dwelling unit

Total Fee:

- Add fee components together
  - Fee in lieu + park infrastructure fee = total fee per development type
  - Single Family
    - $458 fee in lieu + $818 park infrastructure fee = $1,277 per dwelling unit

- Multifamily
  - $399 fee in lieu + $711 park infrastructure fee = $1,111 per dwelling unit

City of Burleson

City Council

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

AGENDA INFORMATION SHEET

DEPARTMENT:	**Finance**
DIRECTOR:	**Martin Avila**
DATE:	**06/20/2022**

SUBJECT

Consider approval of a resolution related to the issuance of combination tax and revenue certificates of obligation, approving and directing the publication of notice of intention to issue combination tax and revenue certificates of obligation, and setting the consideration of an ordinance authorizing the issuance of certificates of obligation at a future City Council meeting on August 15, 2022. *(Staff Presenter: Martin Avila, Director of Finance)*

Attachments

Department Memo
Notice of Intent Presentation_6.20.22
Proposed Resolution
Publication Notice

Respectfully submitted:

MARTIN AVILA, CPA
Finance Department
Director
817-426-9651

DEPARTMENT MEMO

DEPARTMENT: **Finance**

FROM: **Martin Avila, Director of Finance**

MEETING: **June 20, 2022**

SUBJECT:

Consider approval of a resolution related to the issuance of combination tax and revenue certificates of obligation, approving and directing the publication and notice of intention to issue combination tax and revenue certificates of obligation, and setting the consideration of an ordinance authorizing the issuance of certificates of obligation at a future City Council meeting on August 15, 2022. *(Staff Presenter: Martin Avila, Director of Finance)*

SUMMARY:

As part of the FY 2022 CIP plan and proposed projects, staff has identified capital projects for FY 2022 for $13,500,000 million to be included in the proposed FY2022 bond sale.

The total proposed bond sale will be self-supported as follows:

- $6,000,000 – W&WW Fund (City of Fort Worth Sewer Relief Line)
- $4,000,000 – 4B Fund (Park projects)
- $3,500,000 – TIF2 Fund (Ellison Street Project)

To begin the bond issuance process and notifications, requires Council action approving a resolution of Notice of Intent to Issue Certificates of Obligations.

OPTIONS:

Approve or Deny resolution

RECOMMENDATION:

Staff recommends approval of resolution

FISCAL IMPACT:

No fiscal impact

STAFF CONTACT:

Martin Avila
Finance Director
mavila@burlesontx.com
817-426-9651

THE CITY OF BURLESON TEXAS

Notice of intent to Issue Bonds

Notice of Intent Summary

- Notice to issue Certificate of Obligation bonds not to exceed $13,500,000
  - Issue is all **self supporting debt**
  - $6,000,000 – Water & Sewer Fund (City of Fort Worth Sewer Relief Line)
  - $4,000,000 – 4B Fund (Park projects) -5 year CIP Plan
  - $3,500,000 – TIF 2 Fund (Ellison Street Project)
- August 15, 2022 staff will present an ordinance authorizing issuance of the Certificate of Obligation Bonds
  - Staff will also present an ordinance authorizing issuance of General Obligation Bonds in the amount of $1,413,000.
    - Bond program approved by voters on May 7, 2022

Options

- Approve or Deny Notice of Intent Resolution
- Staff recommends approval of Resolution

QUESTIONS/COMMENTS

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS §
COUNTIES OF JOHNSON AND TARRANT §
CITY OF BURLESON §

I, the undersigned officer of the City of Burleson, Texas (the "City"), hereby certify as follows:

1. The City Council of the City (the "City Council") convened in REGULAR MEETING ON THE 20TH DAY OF JUNE, 2022 (the "Meeting"), and the roll was called of the duly constituted officers and members of the City Council, to-wit:

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

Amanda Campos, City Secretary

and all of such persons were present, except _____ thus constituting a quorum. Whereupon, among other business, the following was transacted at the Meeting: a written

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, DIRECTING PUBLICATION OF NOTICE OF INTENTION TO ISSUE COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION; AND RESOLVING OTHER MATTERS RELATING TO THE SUBJECT

was duly introduced for the consideration of the City Council and read in full (the "Resolution"). It was then duly moved and seconded that the Resolution be adopted; and, after due discussion, the motion, carrying with it the adoption of the Resolution, prevailed and carried with all members present voting "AYE" except the following:

NOES: ____ ABSTAIN: ___

2. That a true, full, and correct copy of the Resolution adopted at the Meeting is attached to and follows this Certificate; that the Resolution has been duly recorded in the City Council's minutes of the Meeting; that the above and foregoing paragraph is a true, full, and correct excerpt from the City Council's minutes of the Meeting pertaining to the adoption of the Resolution, that the persons named in the above and foregoing paragraph are the duly chosen, qualified, and acting officers and members of the City Council as indicated therein; that each of the officers and members of the City Council was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the Meeting, and that the Resolution would be introduced and considered for adoption at the Meeting, and each of such officers and members consented, in advance, to the holding of the Meeting for such purpose; and that the Meeting was open to the public, and public notice of the time, place, and purpose of the Meeting was given, all as required by Chapter 551, Texas Government Code.

SIGNED AND SEALED this June 20, 2022.

_____
Amanda Campos, City Secretary

[CITY SEAL]

CITY OF BURLESON, TEXAS **RESOLUTION NO. _____**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, DIRECTING PUBLICATION OF NOTICE OF INTENTION TO ISSUE COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION; AND RESOLVING OTHER MATTERS RELATING TO THE SUBJECT.

WHEREAS, the City of Burleson expects to pay expenditures in connection with the design, planning, acquisition and construction of the projects described in Exhibit A to this Resolution prior to the issuance of the Certificates of Obligation hereinafter described; and

WHEREAS, the City Council hereby finds, considers and declares that the reimbursement of the payment by the City of such expenditures will be appropriate and consistent with the lawful objectives of the City and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the U.S. Treasury Regulations, to reimburse itself for such payments at such time as it issues the hereinafter described Certificates of Obligation; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Resolution was considered was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

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

Section 1. Attached hereto and marked "Exhibit A" is a form of notice, the form and substance of which are hereby passed and approved.

Section 2. The City Secretary shall cause said notice to be published in substantially the form attached hereto, in a newspaper, as defined by Subchapter C, Chapter 2051, Texas Government Code, of general circulation in the area of said City, once a week for two consecutive weeks, with the date of the first publication to be before the forty-fifth (45th) day before the date tentatively set for the passage of the ordinance authorizing the issuance of the certificates, and, if the City maintains an Internet website, continuously on the City's website for at least forty-five (45) days before the date tentatively set for the passage of the ordinance authorizing the issuance of the certificates.

Section 3. The facilities and improvements to be financed with proceeds from the proposed Certificates of Obligation are to be used for the purposes described in the attached Notice of Intention.

Section 4. All costs to be reimbursed pursuant to this Resolution will be capital expenditures; the proposed Certificates of Obligation shall be issued within eighteen (18) months of the later of (i) the date the expenditures are paid or (ii) the date on which the property, with respect to which such expenditures were made, is placed in service; and the foregoing notwithstanding, the Certificates of Obligation will not be issued pursuant to this Resolution on a date that is more than three years after the date any expenditure which is to be reimbursed is paid.

Section 5. This Resolution shall be effective immediately upon adoption.

PASSED AND APPROVED by the Burleson, Texas City Council this the 20th day of June, 2022.

_____
Mayor

ATTEST:

_____
City Secretary

[CITY SEAL]

EXHIBIT A

NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION OF THE CITY OF BURLESON, TEXAS

NOTICE IS HEREBY GIVEN that the City Council of the City of Burleson, Texas, at its meeting to commence at 5:30 P.M. on August 15, 2022, at its regular meeting place at the City Hall, 141 W. Renfro Street, Burleson, Texas, tentatively proposes to adopt an ordinance authorizing the issuance of interest bearing certificates of obligation, in one or more series, in an amount not to exceed $13,500,000 for paying all or a portion of the City's contractual obligations incurred in connection with: (i) the construction of improvements and extensions to the City's water and wastewater system; (ii) the construction, installation, and equipment of park and recreational improvements in the City, including parking and related infrastructure; (iii) the construction, installation, and equipment of public safety facilities in the City; (iv) the construction, installation, and equipment of City facilities and offices within tax increment revenue zone number two, City of Burleson (commonly known as the Old Town TIF), containing approximately 720 acres along Interstate Highway 35, including Old Town and City Hall, and extending east to the south of Spinks Airport and to the west to the 174 corridor; and (v) legal, fiscal, and engineering fees in connection with such projects. The City proposes to provide for the payment of such certificates of obligation from the levy and collection of ad valorem taxes in the City as provided by law and from a limited pledge of surplus revenues of the City's waterworks and sewer system, remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve, and other requirements in connection with all of the City's revenue bonds or other obligations (now or hereafter outstanding), which are payable from all or any part of the net revenues of the City's waterworks and sewer system. The certificates of obligation are to be issued, and this notice is given, under and pursuant to the provisions of V.T.C.A., Local Government Code, Subchapter C of Chapter 271.

In accordance with the provisions of Texas Local Government Code, Subchapter C of Chapter 271, as amended ("Chapter 271"), the following information has been provided by the City: (i) the principal amount of all outstanding debt obligations of the City is $127,825,000; (ii) the current combined principal and interest required to pay all outstanding debt obligations of the City on time and in full is $160,616,892; (iii) the maximum principal amount of the certificates of obligation to be authorized is $13,500,000; (iv) the estimated combined principal and interest required to pay the certificates of obligation to be authorized on time and in full is $19,109,509; (v) the maximum interest rate for the certificates may not exceed the maximum legal interest rate; and (vi) the maximum maturity date of the certificates of obligation to be authorized is March 1, 2042.

CITY OF BURLESON, TEXAS

NOTICE OF INTENTION TO ISSUE
CERTIFICATES OF OBLIGATION
OF THE CITY OF BURLESON, TEXAS

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CITY OF BURLESON, TEXAS

City of Burleson

City Council

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

AGENDA INFORMATION SHEET

DEPARTMENT:	**Public Works**
DATE:	**06/20/2022**

SUBJECT

Consider approval of a resolution designating a representative to the Regional Transportation Council of the North Central Texas Council of Governments. *(Staff Presenter: Eric Oscarson, Public Works Director)*

Attachments

Department Memo
Staff Presentation
Resolution

Respectfully submitted:

Eric Oscarson

Director of Public Works

eoscarson@burlesontx.com

817-426-9837

THE CITY OF BURLESON TEXAS

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 20, 2022

SUBJECT:

Consider approval of a resolution designating a representative to the Regional Transportation Council of the North Central Texas Council of Governments. *(Staff Presenter: Eric Oscarson, Director of Public Works)*

SUMMARY:

The North Central Texas Council of Governments (NCTCOG) is the Metropolitan Planning Organization (MPO) for the Dallas-Fort Worth Metropolitan Area. The Regional Transportation Council (RTC), composed primarily of local elected officials, is the transportation policy body for the MPO. The RTC is responsible for direction and approval of the Metropolitan Transportation Plan, the Transportation Improvement Program, the Congestion Management Process, and the Unified Planning Work Program, and for satisfying and implementing federal and state laws and regulations pertaining to the regional transportation planning process.

Johnson County and the cities of Burleson, Cleburne, Keene, and Joshua and Hood County and the City of Granbury share a seat on the Regional Transportation Council. The RTC Bylaws state that the person representing a group of several cities and counties shall be selected by the county judges using a weighted vote of the maximum population or employment of the counties represented, and the person selected shall serve a two-year term beginning in July of even-numbered years and shall be serving on one of the governing bodies they represent.

Per the Bylaws, only the counties are eligible to hold the RTC membership seat for the cluster. The City's current RTC primary representative is Judge Roger Harmon, County Judge, Johnson County. Judge Harmon is not seeking reappointment to RTC and he is recommending that Commissioner Rick Bailey be appointed in his place. The RTC must receive all appointments by June 30, 2022.

The resolution requesting the change from a County/City Cluster to a City Cluster has been sent to the Bylaws Committee, but any decision to change will not be completed until after the appointment of the representatives.

OPTIONS:

1. Approve a resolution designating Rick Bailey to the RTC of NCTCOG.
2. Approve a resolution designating another person to the RTC of NCTCOG.
3. Deny a resolution designating a representative to the RTC of NCTCOG.

RECOMMENDATION:

Approve a resolution designating a representative to the RTC of NCTCOG.

STAFF CONTACT:

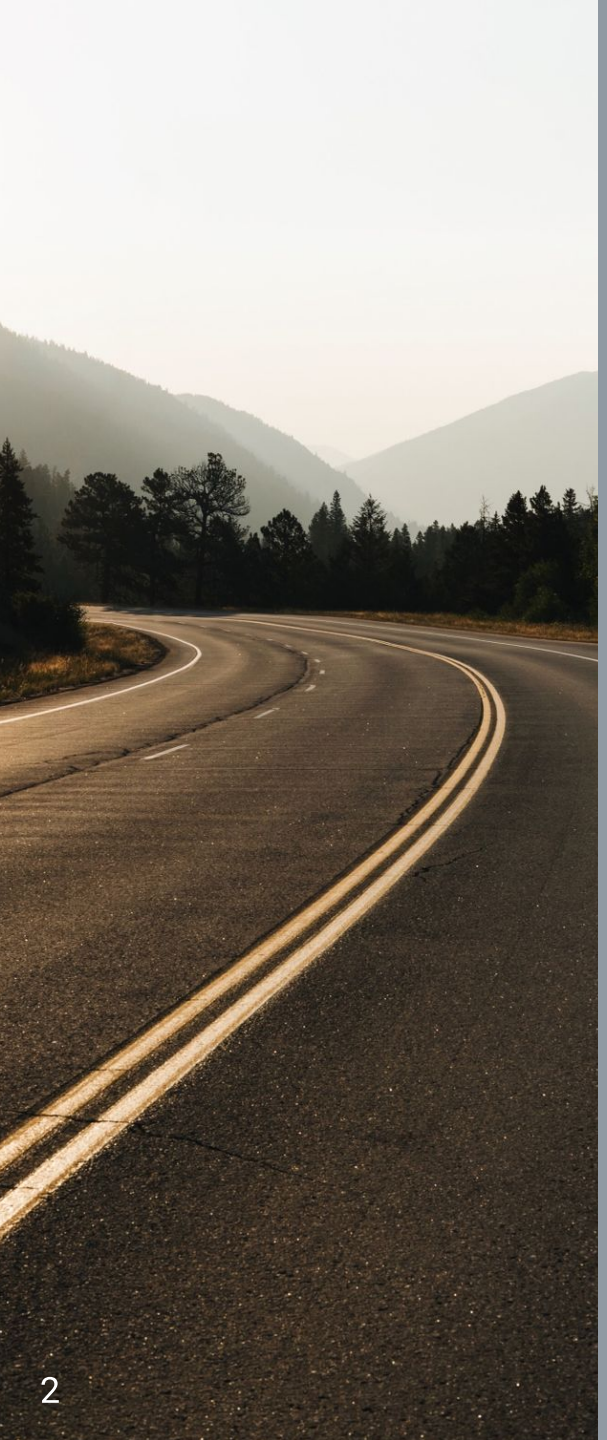
Name:	Eric Oscarson
Department:	Public Works
Email:	eoscarson@burlesontx.com
Phone:	817-426-9837



REGIONAL TRANSPORTATION COMMITTEE REPRESENTATION

North Central Texas Council of Governments (NCTCOG)





RTC

The Regional Transportation Committee is the independent transportation policy body of the Metropolitan Planning Organization. They oversee the metropolitan transportation planning process.



GUIDANCE

- Guiding the development of multimodal transportation plans and programs.



FUNDS

- Determining the allocation of federal, state and regional transportation funds.



COORDINATION

- Ensuring transportation providers coordinate services.



COMPLIANCE

- Ensuring the metropolitan area complies with state and federal laws and regulations regarding transportation and air quality.



RECOMMENDATION

- Selecting transportation projects in some programs and recommending projects to the Texas Transportation Commission for other programs.

BTX MADE

RTC MAKEUP

44 SEATS ON RTC

- 27 seats held by individual Cities or City Clusters
- 10 seats held by County/City Clusters
- 7 seats held by Transportation Providers (DFW Airport, TxDOT, NTTA, etc)
- Population dictates seats

CLASSIFICATION

- City of Burleson is part of a County/City Cluster with Johnson and Hood Counties, Cleburne, Keene, Joshua, and Granbury
- Only County Elected Officials may be the representative for County/City Clusters
- Judge Harmon is the current representative for our cluster, but is not seeking re-election



ELECTION PROCESS

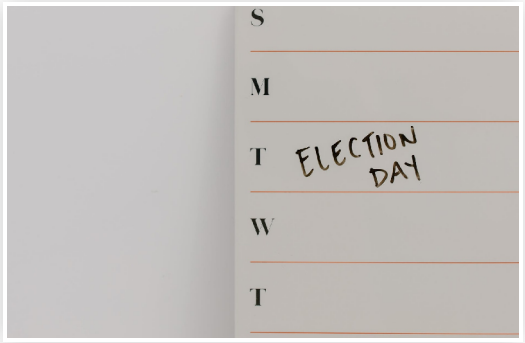
RTC REPRESENTATIVES ARE ELECTED IN JULY FOR TWO-YEAR TERMS

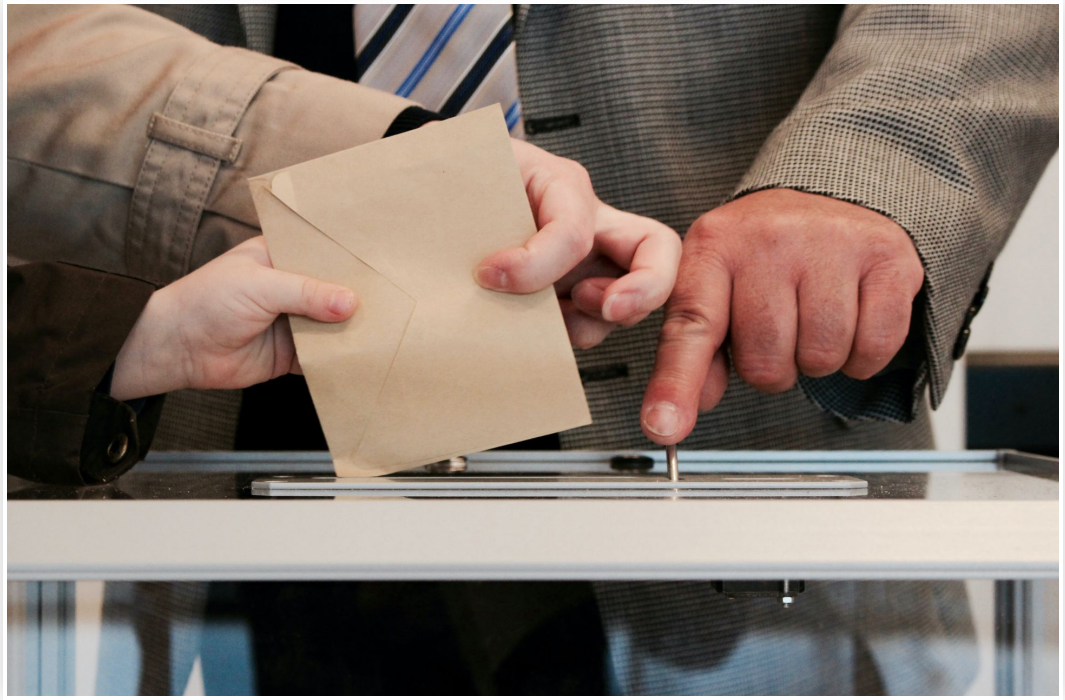
County/City Clusters - Judges cast votes to elect members based on population

City Clusters - Mayors of the cluster cast votes to elect members based on population

Deadline - Votes must be cast by June 30









RTC REPRESENTATION

RECLASSIFICATION

- City has requested a change from County/City Cluster to a City Cluster
- Request was made to the RTC Bylaws Subcommittee
- Current configuration does not allow for direct seat on RTC
- Bylaws Committee will not have a response until after votes are case for election of new members

REPRESENTATION

- Judge Harmon is not seeking re-election
- Judge Harmon is recommending that Commissioner Rick Bailey be appointed for a two-year term
- Council may choose to adopt a resolution indicating to the County Judge who the City would like to serve as the next representative to the RTC.

BTX MADE

POSSIBLE CANDIDATES

JOHNSON COUNTY

- Judge Roger Harmon
- Commissioner Rick Bailey
- Commissioner Kenny Howell
- Commissioner Mike White
- Commissioner Larry Woolley

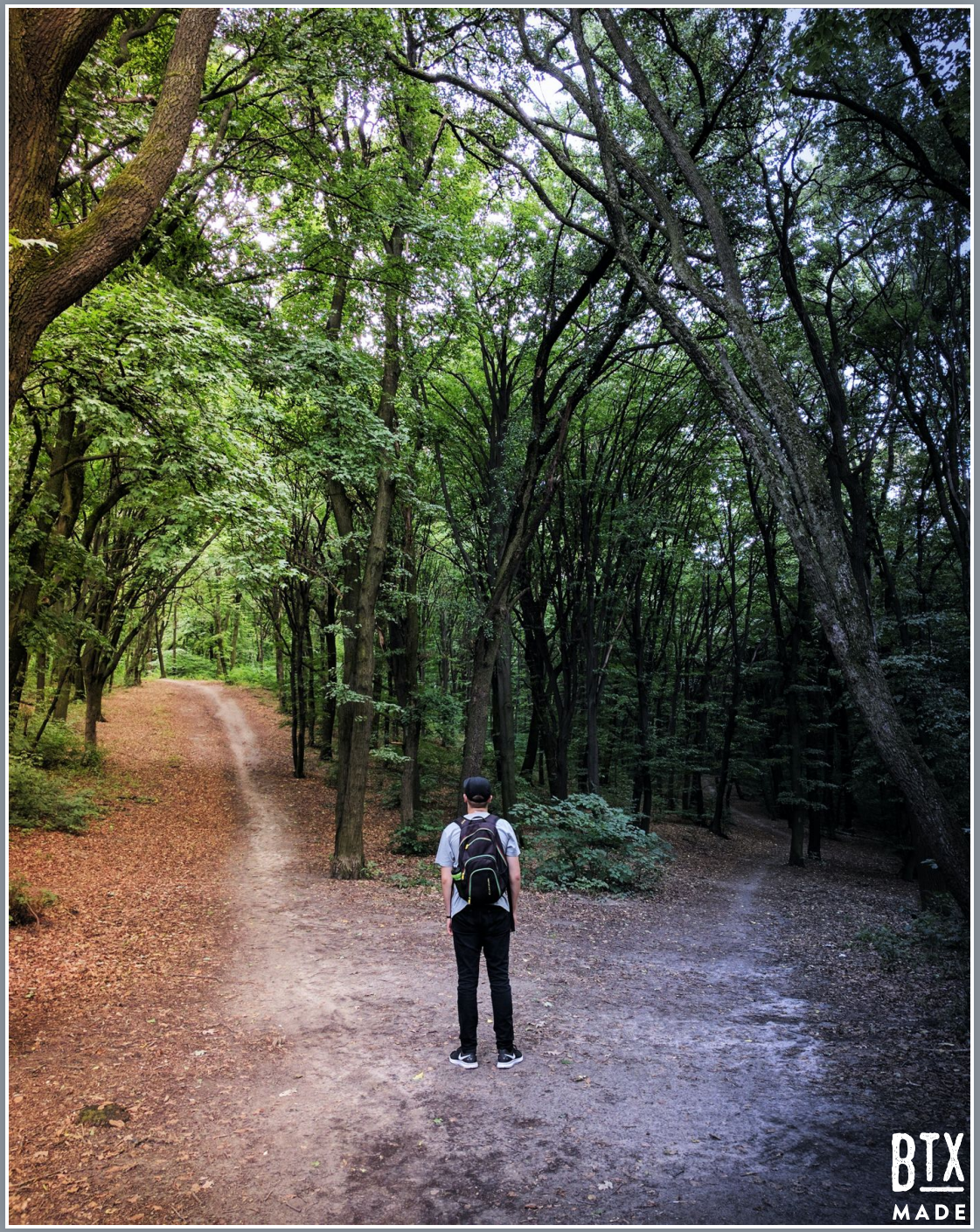
HOOD COUNTY

- Judge Ron Massingill
- Commissioner Kevin Andrews
- Commissioner Ron Cotton
- Commissioner Jack Wilson
- Commissioner Dave Eagle



OPTIONS

- APPROVE A RESOLUTION DESIGNATING RICK BAILEY TO THE RTC OF NCTCOG.
- APPROVE A RESOLUTION DESIGNATING ANOTHER PERSON TO THE RTC OF NCTCOG.
- DENY A RESOLUTION DESIGNATING A REPRESENTATIVE TO THE RTC OF NCTCOG.



QUESTIONS?

- QUESTIONS FOR STAFF?



RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS SUPPORTING THE DESIGNATION OF RICK BAILEY AS THE REPRESENTATIVE TO THE REGIONAL TRANSPORTATION COUNCIL OF THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, The North Central Texas Council of Governments (NCTCOG) is the Metropolitan Planning Organization (MPO) for the Dallas-Fort Worth Metropolitan Area, and the Regional Transportation Council (RTC) is the transportation policy body of the NCTCOG, and

WHEREAS, the RTC Bylaws provide that Johnson County and the Cities of Burleson, Cleburne, and Keene, and Hood County and the City of Granbury, share a seat on the Regional Transportation Council, and

WHEREAS, Section 3(B) of the RTC Bylaws states that, "the person representing a group of several cities and counties shall be selected by the county judges using a weighted vote of the maximum population or employment of the counties represented", and

WHEREAS, Section 3(B) of the RTC Bylaws further states that only counties are eligible to hold the RTC membership seat in membership clusters that contain cities and counties; and

WHEREAS, currently, County Judge Roger Harmon represents the membership cluster but is not seeking reelection to his elected position as County Judge of Johnson County, Texas.

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

SECTION 1

The City of Burleson endorses the appointment of Rick Bailey as the City of Burleson's primary representative on the Regional Transportation Council of the North Central Texas Council of Governments for a two year term beginning in July of 2022.

SECTION 2

This resolution shall become effective immediately upon its passage.

PASSED, APPROVED, AND SO RESOLVED, this the ___ day of _____, 20____, by the City Council of the City of Burleson, Texas.

_____
Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

_____
Amanda Campos, City Secretary

APPROVED AS TO FORM & LEGALITY:

_____
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:	**Parks & Rec**
DIRECTOR:	**Jennifer Basham**
DATE:	**06/20/2022**

SUBJECT

Consider approval of an amendment to contract CSO#2058-05-22, Steele & Freeman, Inc., for the purchase and installation of bid pack 2 of 2, for the construction of a new Parks Maintenance building for a guaranteed maximum price (GMP) of $2,884,835, for the total contract sum of $4,039,132. (The total contract sum includes the cost of bid package 1 ($1,154,297) and bid package 2 ($2,884,835). *(Staff Presenter: David Lopez, Deputy Director of Parks)*

Fiscal Impact

Budgeted Y/N:	Y
Fund Name:	Non-bond Capital Projects
Full Account #s:	352-6020-456-72.98
Amount:	$2,884,835.00
Project (if applicable):	PK2201
Financial Considerations:	

Attachments

Memo
Staff Presentation
1295

Respectfully submitted:

David Lopez, CPRP
Deputy Director
Parks and Recreation
dlopez@burlesontx.com
817-426-9297

DEPARTMENT MEMO

DEPARTMENT: **Parks and Recreation**

FROM: **David Lopez, Deputy Director of Parks**

MEETING: **June 20, 2022**

SUBJECT:

Consider approval of a contract amendment with Steele & Freeman, Inc. for the purchase and installation of Bid Pack 2 of 2, for the construction of a new Parks Maintenance building for guaranteed maximum price (GMP) of $4,039,132.00 (Bid Packs 1 and 2 combined). *(Staff Presenter: David Lopez, Deputy Director of Parks)*

SUMMARY:

In October of 2021, City Council approved a contract for the design of a new Park service center building to be located within the campus of the City Service Center located at 725 SE John Jones Dr. The early conceptual budgets for this project estimated the cost of construction up to $2.7M to be funded by multiple sources.

Through a request for proposals (RFP), the City solicited services for a construction manager at risk (CMAR) to provide a rough order of magnitude for minimum project needs and establish a GMP for total construction. The City received three responses from the RFP and selected the respondent with ideal experience, the lowest pre-construction fees, and the lowest construction-phase fees. Steele & Freeman, Inc. submitted the overall best value for this project as determined by the City.

Firm	Pre-construction Fee	Construction-phase Service Fees of Construction Budget
Hill & Wilkinson General Contractors	$5,000.00	4.95%
Pete Durant & Associates, Inc.	$5,000.00	5%
Steele & Freeman, Inc.	**None**	**3.5%**

In the CMAR's budget development for rough order of magnitude, it was determined that total project for construction would be much higher than originally projected during concept phase. A new budget for construction was value engineered from $4,888,194.00 to $4,073,133.00

primarily by removing pavement and structure for the covered parking area originally proposed in the project. Although CMAR fees only pertain to construction, it was also determined that an additional $500,000.00 be should be budgeted for owner-furnished items such as data, security and furniture, fixtures, and equipment.

On May 2, 2022, City Council approved Bid Pack 1 of 2 (structural and architectural items), for the construction of new Parks Maintenance building for a guaranteed maximum price of $1,154,297.00.

	Amount approved 5/2/2022	Additional amount for consideration	Bid Packs 1 and 2 combined	For future consideration	Total project
Bid Pack 1	$1,154,297				
Bid Pack 2		2,884,835			
Construction total			$4,039,132		
Owner furnished				$460,868	
Total project					$4,500,000

OPTIONS:

1) Approve a contract amendment with Steele & Freeman, Inc. for the purchase and installation of Bid Pack 2 of 2 for the construction of a new Parks Maintenance building for a guaranteed maximum price (GMP) of $4,039,132.00 (Bid Packs 1 and 2 combined).
2) Deny approval of a contract amendment with Steele & Freeman, Inc. for the purchase and installation of Bid Pack 2 of 2 for the construction of a new Parks Maintenance building for guaranteed maximum price (GMP) of $4,039,132.00 (Bid Packs 1 and 2 combined).

RECOMMENDATION:

Staff recommends Option (1) approve a contract amendment with Steele & Freeman, Inc. for the purchase and installation of Bid Pack 2 of 2 for the construction of a new Parks Maintenance building for a guaranteed maximum price (GMP) of $4,039,132.00 (Bid Packs 1 and 2 combined).

FISCAL IMPACT:

Budgeted Y/N: Y

Fund Name: Non-bond Capital Projects

Full Account #s: 352-6020-456-72.98

Amount: $2,884,835.00

Project: PK2201

STAFF CONTACT:

David Lopez, CPRP
Deputy Director
Parks and Recreation
dlopez@burlesontx.com
817-426-9297

Parks Building Construction Bid Pack 2 of 2

City Council Meeting
June 20, 2022



Presented by David Lopez, Deputy Director of Parks

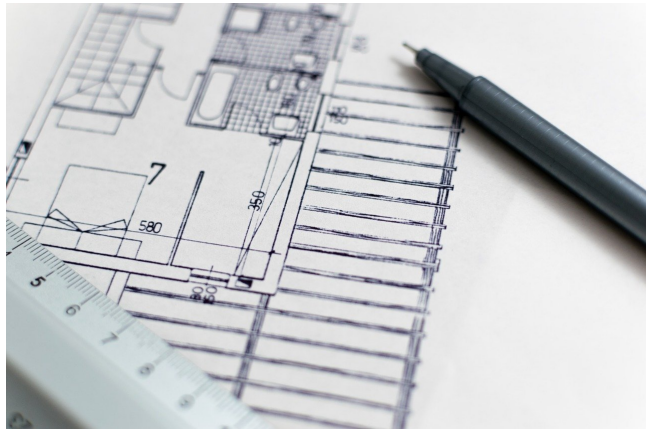
Overview

1. Background
2. Budget and Funding
3. RFP for CMAR
4. Design and Programming
5. Value Engineering
6. Bid Pack Breakdown
7. Project Summary
8. Timeline Updates
9. Recommendations and Approval

BTX MADE

Background

- October 2022 - City Council approved design contract with Ron Hobbs Architects for new Parks Service Center building
- November 2022 - City issued Requests for Proposals for qualified construction firms to provide Construction Manager-At-Risk (CMAR) Services (Steele and Freeman) necessary for construction of Parks Service Center
- May 2022 - City Council approved construction Bid Pack 1 of 2 for guaranteed maximum price (GMP) of $1,154,297.00



BTX MADE

Total Project Funding Summary



Project Budget: $4,500,000

Estimate Completion Date: January 2023

Funding: Sale of existing properties, Chesapeake Settlement and 4B

Funding Breakdown:

$500,0000 General Fund FY 2022

$550,000 Chesapeake Settlement

$190,000 Sale of Haskew Lot

$900,000 Sale of Current Annex Facility

$2,640,000-Total, transactions will be slightly reduced due to closing cost associate with transactions

BTX MADE

New Service Center - 725 SE John Jones Dr.

- 9,386 SF of building space (minus mezzanine)
  - 3 offices
  - 2 restrooms with shower
  - Warehouse space
  - Workshop area
  - 3 indoor vehicle bays
  - Storage mezzanine (2,810 SF)
- Consolidates all service center and storage needs
- 41,888 SF of paving and landscape area

Existing annex is approximately 12,600 sq ft including the upstairs mezzanine



BTX MADE

Budget Reductions



Concept Budget Estimate: $2,700,000

First OPCC at 60% design: $4,888,194

- Removal of covered parking area - paving and metal roof
- Reduction of access pavement and drive areas
- Alternative mezzanine floor materials
- Wainscoting material - limestone to CMU

Value Engineered Total: $4,500,000

BTX MADE

Rendering



BTX MADE

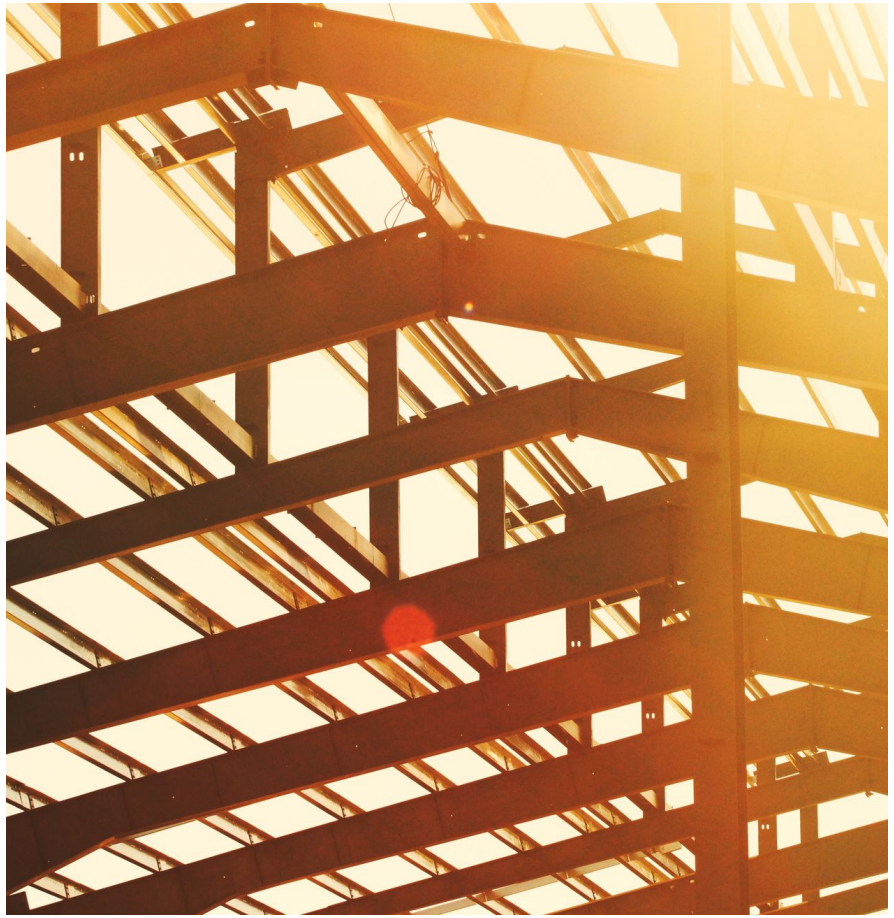
Bid Packs and Owner Furnished Items

- Due to the timing required to get materials, this project has been split into 2 bid packs and a budget for owner furnished items:
  - Bid pack 1 includes: structural and architectural elements
  - Bid pack 2 includes: electrical, plumbing, mechanical, civil, landscape, and any final design changes required to the site
  - Owner furnished items includes: furniture, fixtures and equipment (FFE), data/cabling, permit fees, materials testing, RAS, etc. (future date)



BTX MADE

Bid Pack 2 of 2 (Items included in this bid pack)



- Construction items
  - Concrete/Masonry
  - Woods, plastics and composites
  - Thermal and moisture protection
  - Openings
  - Finishes
  - Plumbing
  - HVAC
  - Electrical
  - Earthwork
- Total project schedule
  - 303 calendar days from June 20
- Total Award for Bid Pack 2 of 2- $2,884,835.00

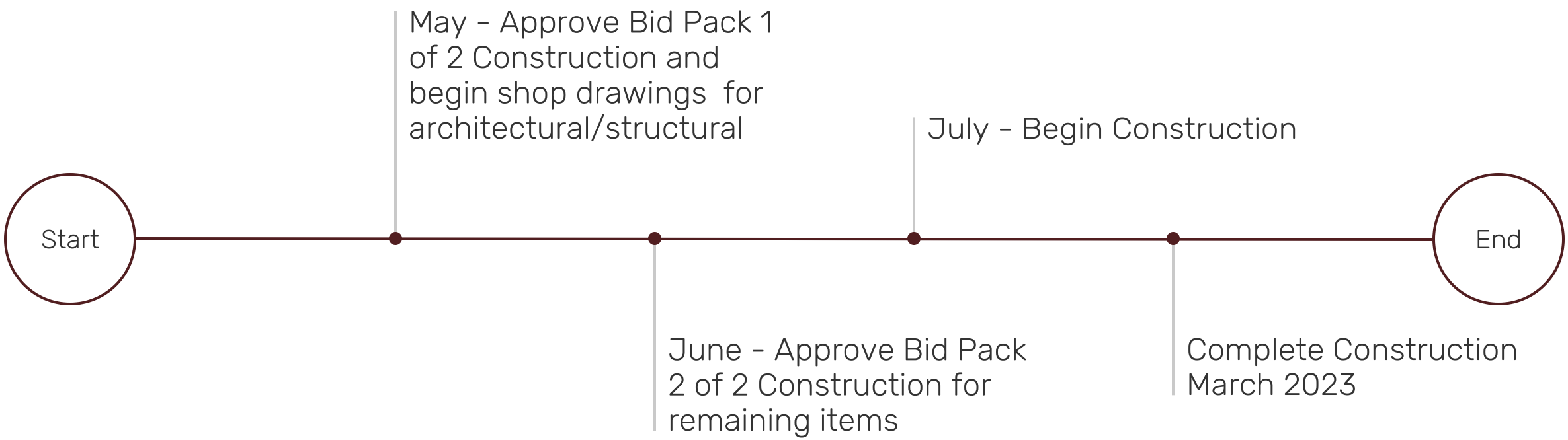
BTX MADE

Project Summary

	Amount approved 5/2/22	**Additional amount for consideration**	Bid Packs 1 and 2 Combined	For future authorization	Total Project
Bid Pack 1	$1,154,297				
Bid Pack 2		**$2,884,835**			
Construction Total			$4,039,132		
Owner Furnished				$460,868	
Total Project					$4,500,000

BTX MADE

Estimated Timeline



BTX MADE

Options for Construction Award

Staff recommendation



Approve a contract amendment with Steele & Freeman, Inc. for Bid Pack 2 of 2, for the construction of a new Parks building for guaranteed maximum price (GMP) of $4,039,132.00 (Bid Packs 1 and 2 combined)



Deny approval of a contract amendment with Steele & Freeman, Inc. for Bid Pack 2 of 2, for the construction of a new Parks building for guaranteed maximum price (GMP) of $4,039,132.00 (Bid Packs 1 and 2 combined)

BTX MADE

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-879497

Date Filed:
04/28/2022

Date Acknowledged:

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

Steele & Freeman, Inc.
Fort Worth, TX United States

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

City of Burleson

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

CMAR RFP 2022-002
Burleson Parks Building

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Steele & Freeman, Inc.	Fort Worth, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

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

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

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

Kelly Freeman
_____
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: **Information Technology**

DATE: **06/20/2022**

SUBJECT

Consider approval of a minute order authorizing the purchase of two Palo Alto 5410 firewalls and Palo Alto Panorama management system from Solid Border through the Department of Information Resources DIR-CPO-4850 for the replacement of the City of Burleson's perimeter security infrastructure and authorize the City Manager to approve the reoccurring maintenance and support associated with the firewalls for five years in an amount not to exceed $755,543. *(Staff Presenter: James Grommersch, Chief Technology Officer)*

Attachments

Department Memo
Staff Presentation
Palo Alto Panorama M200 quote
Palo Alto M200 Budgetary Renewal quote
Palo Alto 5410HA 1YR quote
Palo Alto 5410HA Budgetary Renewal quote

Respectfully submitted:

James Grommersch
Chief Technology Officer
817-426-9672
jgrommersch@burlesontx.com

DEPARTMENT MEMO

DEPARTMENT: **Information Technology**

FROM: **James Grommersch**

MEETING: **June 20th, 2022**

SUBJECT:

Consider approval of a minute order authorizing the purchase of two Palo Alto 5410 firewalls and Palo Alto Panorama management system from Solid Border through the Department of Information Resources DIR-CPO-4850 for the replacement of the City of Burleson's perimeter security infrastructure and authorize the City Manager to approve the reoccurring maintenance and support associated with the firewalls for five years in an amount not to exceed $755,543.00 *(Staff Contact: James Grommersch, Chief Technology Officer).*

SUMMARY:

The City currently has one Palo Alto 3250 firewall at the primary data center location. This configuration creates a single point of failure and prevents the city from utilizing the increased bandwidth that is needed from our ISP. After meeting with various vendors on how to meet our technology needs. BTX-IT proposes installing Firewalls at two different site locations for high availability, redundancy, and improved capabilities to support next-generation network technologies as the city moves to Software as a Service (SaaS) providers. BTX-IT also recommends purchasing Palo Alto Panorama to assist with the management of the seventeen firewalls that are in use across the city. BTX-IT spoke with several vendors but was unable to secure better pricing than with Solid Border on the DIR Cooperative price agreement.

OPTIONS:

1) Approve the minute order
2) Deny the minute order

RECOMMENDATION:

Consider approval of a minute order authorizing the purchase of two Palo Alto 5410 firewalls and Palo Alto Panorama management system from Solid Border through the Department of Information Resources DIR-CPO-4850 for the replacement of the City of Burleson's perimeter security infrastructure and authorize the City Manager to approve the reoccurring maintenance and support associated with the firewalls for five years in an amount not to exceed $755,543.00

FISCAL IMPACT:

Budgeted Y/N: Y

Fund Name: Support Services

Full Account #: 504-1511-412.66-08

Amount: $755,543.00

STAFF CONTACT:

Name:	James Grommersch
Department:	Information Technology
Email:	jgrommersch@burlesontx.com
Phone:	817-426-9672

THE CITY OF BURLESON TEXAS | Information Technology

Department Overview, Budget & Business Continuity Plan

City Council

June, 20th 2022

IT Department Overview



- BTX-IT is comprised of 11 staff members with multiple areas of expertise to support City Operations.
- We work to continually improve the Technology Ecosystem for City.
- We collaborate with Departments on improvements to their technology.
- Our success is driven by each of the departments being successful and happy with our support.

IT Mission Statement

To provide a robust and comprehensive technology ecosystem and maintain a collaborative environment to further the technology needs of each department in support of our community.

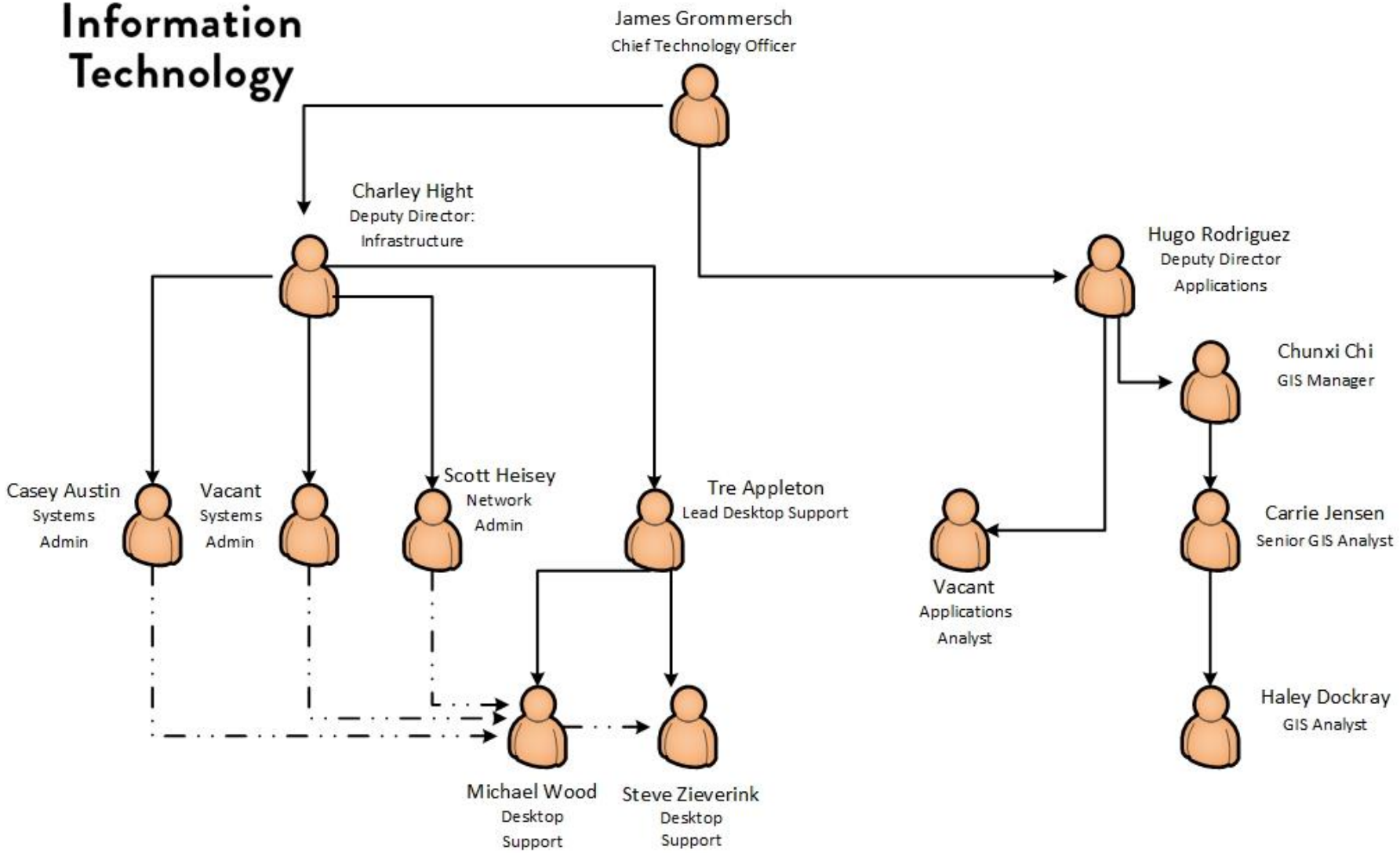
We strive to deliver quality, prompt, cost-effective, and reliable technology services.



THE CITY OF BURLESON TEXAS

Information Technology

Organizational Chart



What We Support

15 Firewalls

54 Windows Servers

50 Virtual Networks

15 Uninterruptible Power Supplies

450 Work Stations

350 VOIP Phones

38 Police Vehicles

22 Fire Trucks

68 Departmental Applications

586 User Accounts



Other Services Offered

- Cybersecurity
- Vendor Management
- Program Management
- Project Management
- Geographical Information System
  - Emergency Services Mapping
  - CAD Mapping Support
  - Over 150 different Map Lays & 30 database tables
  - Water & Sewer Maps
  - Addressing for new Developments

- Maintain Partnerships with:
  - Other Municipalities
  - State Agencies
  - Federal Agencies



THE CITY OF BURLESON TEXAS | Information Technology

FY23 Budget Information

How BTX-IT is funded

BTX-IT is an internal services fund, and receives contributions from each department based on the number of staff they have and what technology services & software they use.



Budget Comparison

FY 21/22

$4,880,717 – Original Budget

$478,666 – Supplemental Appropriation

$5,359,383 – Year End Estimate FY21/22



Supplemental Appropriation Request

As the City of Burleson moves toward supporting next-generation Network technologies, several enhancements are needed in our environment to ensure exceptional performance and a positive end-user experience.



Supplemental Appropriation Request

- With the implementations of "software as a service" becoming more commonplace, the city needs to increase its overall bandwidth to support these features and regular day-to-day operations.
  - ERP
  - CAD
  - 311

- To address these challenges BTX-IT is recommending the following:
  - Purchase two new Servers and a Uninterruptible Power Supply that will be able to handle the city's current and future data needs, and provide additional redundancy for the city ($846,862.59).
  - Purchasing two Firewalls, and associated components, that can utilize the new bandwidth capacity and ensure proper security monitoring to the city's network ($233,167).
  - These necessary enhancements will ensure exceptional performance and a positive end-user experience as the demand for the city technology services continues to grow.

Supplemental Appropriation Request

- BTX-IT recommends making the purchase for Servers and Firewalls in FY 21/22, due to excessive lead times on technology components and the need to improve the end users experience as the demand on network connectivity increases for the city.
  - Firewalls – 6 Months
  - Servers – 4 to 6 Months
- As a result, staff is recommending the approval of a supplemental appropriation for $478,666.

Supplemental Appropriation Request

- There are ongoing annual maintenance cots associated with the new firewalls ($130,594 per year).
  - These maintenance costs improve our cyber security posture and allow monitoring of all city network data.
  - The annual maintenance costs are factored into the IT operations budget for the next five years.
- There are also a small number of necessary components associated with the firewalls and servers, that are included in the FY22/23 IT Budget ($124,442).
  - These components are made up of additional hardware, software and support that will provide additional redundancy and network paths should an event occur.
  - These components cannot be fully utilized until after the installation of new firewall and server infrastructure has been completed.

BTX-IT FY23 Budget Request

FY 22/23

Proposed Budget: $5,014,960

Supplemental Requests: $599,986



FY23 Supplementals

❖ Applications Analyst Position ($109,835):
This position will help handle the multiple applications scheduled to Go-Live in the coming years, including the ERP, CAD, and the 311 software. This position will coordinate with staff and vendors on ensuring that the applications are meeting the technology need of the departments.

❖ Network Improvements ($65,000):
Various network monitoring tools, hardware and software are needed in the environment to improve the IT response to issues and prevent outages. This funding will also be utilized to secure and improve various data rack locations across the city.

❖ Cisco Duo ($56,232):
Is a multi-factor authentication tool that all staff will utilize. It will improve the city's defense depth posture and allow the city to increase its cyber security insurance.



FY23 Supplementals

- Replacement of Access Points ($73,378):
  The City's access points are at end of life and need to be upgraded to improve both the internal and guest wireless networks. The improvements will increase both speed and coverage at various locations across the City.

- Replacement of Time Clocks ($20,537):
  The time clocks that are in use for the city have started to fail due to reaching end of life. Replacement time clocks are needed for staff to be able to clock in and out for work.

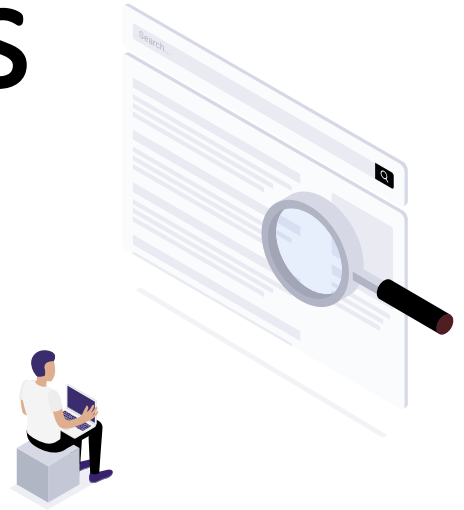
- 311 System ($275,004):
  Burleson 311 will provide the highest and most efficient customer experience to our citizens by providing a single point of entry to local government information and services with an easy to remember phone number, resolving the citizen's needs on the first phone call, and improving citizen engagement/empowerment with easy access to municipal services/information.

Requested Council Action(s) & Options

- Approve (Recommendation) or Deny a minute order for the purchase of two Dell VxRail Servers and an uninterruptible power supply (UPS) from GTS through the Department of Information Resources DIR-TSO-4299 for the replacement of the City of Burleson's server and storage infrastructure in an amount not to exceed $846,862.59. *(Staff Contact: James Grommersch, Chief Technology Officer)*

- Approve (Recommendation) or Deny the minute order authorizing the purchase of two Palo Alto 5410 firewalls and Palo Alto Panorama management system from Solid Border through the Department of Information Resources DIR-CPO-4850 for the replacement of the City of Burleson's perimeter security infrastructure and authorize the City Manager to approve the reoccurring maintenance and support associated with the firewalls for five years in an amount not to exceed $755,543.00

Questions / Comments



City of Burleson Palo Alto Panorama M200 DIR 2022

solid border
Network Security Reseller

TO City of Burleson
Charley Hight
141 W Renfro St
Burleson, TX 76028
(817) 426-9671
chight@burlesontx.com

DATE 5/5/2022
QUOTE 60775-JP

CONTACT David Williams
800.213.8175 x85 toll-free
210.402.0475 office
david@solidborder.com

PLEASE SEND PURCHASE ORDER
BY EMAIL orders@solidborder.com
BY FAX 800.887.9974

paloalto NETWORKS
PREMIER SECURITY PARTNER

ITEM	SKU	DESCRIPTION	QTY	LIST PRICE	PER UNIT	EXTENDED
1	PAN-M-200	Palo Alto Networks M-200, 16TB RAID storage (4 8TB RAID certified drives preinstalled). Rack mount rails included.	1	$25,480.00	$17,581.00	$17,581.00
2	PAN-M-200-RCK	M-200 spare rack mount kit, holds one device (supports 4 post racks)	1	$150.00	$103.00	$103.00
3	PAN-M-200-P-25	Panorama central management software license, 25 devices or log collector for the M-200	1	$10,750.00	$7,847.00	$7,847.00
4	PAN-SVC-PREM-M-200-P-25	Premium support year 1, Panorama M-200 25 devices or log collector	1	$6,530.00	$6,138.00	$6,138.00

DIR
STATE CONTRACT DIR-CPO-4850
Include this contract number on all Purchase Orders

SHIPPING	INCLUDED
SUBTOTAL	$31,669.00
SALES TAX (8.25%)	$0.00
TOTAL	**$31,669.00**

QUOTE EXPIRES 6/5/2022
PAYMENT TERMS 30 days
Credit cards not accepted
EMPLOYER ID # EIN # 33-1009121
REMIT TO SOLID BORDER, INC
1806 TURNMILL ST
SAN ANTONIO, TX 78248

SOLIDBORDER.COM
PROTECT YOUR NETWORK
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City of Burleson Palo Alto M200 Budgetary Renewal DIR 2022

solid border
Network Security Reseller

TO City of Burleson
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chight@burlesontx.com

DATE 5/25/2022
QUOTE 60908-JP

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PLEASE SEND PURCHASE ORDER
BY EMAIL orders@solidborder.com
BY FAX 800.887.9974

paloalto NETWORKS
PREMIER SECURITY PARTNER

ITEM	SKU	DESCRIPTION	QTY	LIST PRICE	PER UNIT	EXTENDED
		BUDGETARY RENEWAL				
1	PAN-SVC-PREM-M-200-P-25-R	Premium support renewal, Panorama M-200 25 devices or log collector	1	$6,530.00	$6,138.00	$6,138.00

DIR
STATE CONTRACT DIR-CPO-4850
Include this contract number on all Purchase Orders

SHIPPING	INCLUDED
SUBTOTAL	$6,138.00
SALES TAX (8.25%)	$0.00
TOTAL	**$6,138.00**

QUOTE EXPIRES 6/25/2022
PAYMENT TERMS 30 days
Credit cards not accepted
EMPLOYER ID # EIN # 33-1009121
REMIT TO SOLID BORDER, INC
1806 TURNMILL ST
SAN ANTONIO, TX 78248

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City of Burleson Palo Alto 5410HA 1YR DIR 2022

solid border
Network Security Reseller

TO City of Burleson
Charley Hight
141 W Renfro St
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(817) 426-9671
chight@burlesontx.com

DATE 4/12/2022
QUOTE 60605-RR

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paloalto NETWORKS
PREMIER SECURITY PARTNER

ITEM	SKU	DESCRIPTION	QTY	LIST PRICE	PER UNIT	EXTENDED
1	PAN-PA-5410-AC	Palo Alto Networks : PaloAlto Networks PA-5410 with redundant AC power supplies	2	$69,200.00	$36,227.00	$72,454.00
2	PAN-PA-2RU-RACK4	Palo Alto Networks : Palo Alto Networks PA-3220, PA-3250, and PA-3260 4post rack mount kit	2	$150.00	$103.00	$206.00
3	PAN-SFP-PLUS-SR	Palo Alto Networks : SFP+form factor, SR 10Gb optical transceiver, short reach 300m, OM3 MMF,duplex LC, IEEE 802.3ae 10GBASE-SR compliant	4	$1,500.00	$785.00	$3,140.00
4	PAN-QSFP-AOC-10M	Palo Alto Networks :QSFP+ form factor, 40Gb active optical cable with 2 transceivers and 10m of cable permanently bonded as an assembly	1	$1,800.00	$1,242.00	$1,242.00
5	PAN-PA-5410-TP-HA2	Palo Alto Networks : PA-5410, Threat prevention subscription, for one (1) device in an HA pair, 1year (12 months) term. Recommended for air gapped/closed environments.	2	$12,600.00	$9,198.00	$18,396.00
6	PAN-PA-5410-GP-HA2	Palo Alto Networks : PA-5410, Global Protect subscription, for one (1) device in an HA pair, 1 year (12 months) term.	2	$12,600.00	$9,198.00	$18,396.00
7	PAN-PA-5410-DNS-HA2	Palo Alto Networks : PA-5410, DNS security subscription, for one (1) device in an HA pair, 1 year (12 months) term.	2	$12,600.00	$9,198.00	$18,396.00
8	PAN-PA-5410-WF-HA2	Palo Alto Networks : PA-5410, WildFire subscription, for one (1) device in an HA pair, 1 year (12 months) term.	2	$12,600.00	$9,198.00	$18,396.00
9	PAN-PA-5410-ADVURL-HA2	Palo Alto Networks : PA-5410, Advanced URL Filtering subscription, for one (1) device in an HA pair, 1 year (12 months)term.	2	$18,800.00	$13,724.00	$27,448.00
10	PAN-SVC-PREM-5410	Palo Alto Networks :Premium support year 1,PA-5410	2	$12,460.00	$11,712.00	$23,424.00

SHIPPING	INCLUDED
SUBTOTAL	$201,498.00
SALES TAX (8.25%)	$0.00
TOTAL	**$201,498.00**

DIR
STATE CONTRACT DIR-CPO-4850
Include this contract number on all Purchase Orders

QUOTE EXPIRES 5/12/2022
PAYMENT TERMS 30 days
Credit cards not accepted
EMPLOYER ID # EIN # 33-1009121
REMIT TO SOLID BORDER, INC
1806 TURNMILL ST
SAN ANTONIO, TX 78248

SOLIDBORDER.COM
PROTECT YOUR NETWORK
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City of Burleson Palo Alto 5410HA Budgetary Renewal DIR 2022

solid border
Network Security Reseller

TO City of Burleson
Charley Hight
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DATE 5/26/2022
QUOTE 60913-JP

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paloalto NETWORKS
PREMIER SECURITY PARTNER

ITEM	SKU	DESCRIPTION	QTY	LIST PRICE	PER UNIT	EXTENDED
1	PAN-PA-5410-TP-HA2-R	PA-5410, Threat prevention subscription, for one (1) device in an HA pair, 1 year (12 months) term, renewal. Recommended for air gapped/closed environments.	2	$12,600.00	$9,198.00	$18,396.00
2	PAN-PA-5410-GP-HA2-R	PA-5410, GlobalProtect subscription, for one (1) device in an HA pair, 1 year (12 months) term, renewal.	2	$12,600.00	$9,198.00	$18,396.00
3	PAN-PA-5410-DNS-HA2-R	PA-5410, DNS security subscription, for one (1) device in an HA pair, 1 year (12 months) term, renewal.	2	$12,600.00	$9,198.00	$18,396.00
4	PAN-PA-5410-WF-HA2-R	PA-5410, WildFire subscription, for one (1) device in an HA pair, 1 year (12 months) term, renewal.	2	$12,600.00	$9,198.00	$18,396.00
5	PAN-PA-5410-ADVURL-HA2-R	PA-5410, Advanced URL Filtering subscription, for one (1) device in an HA pair, 1 year (12 months) term, renewal.	2	$18,800.00	$13,724.00	$27,448.00
6	PAN-SVC-PREM-5410-R	Premium support renewal, PA-5410	2	$12,460.00	$11,712.00	$23,424.00

SHIPPING	INCLUDED
SUBTOTAL	$124,456.00
SALES TAX (8.25%)	$0.00
TOTAL	**$124,456.00**

DIR
STATE CONTRACT DIR-CPO-4850
Include this contract number on all Purchase Orders

QUOTE EXPIRES 6/26/2022
PAYMENT TERMS 30 days
Credit cards not accepted
EMPLOYER ID # EIN # 33-1009121
REMIT TO SOLID BORDER, INC
1806 TURNMILL ST
SAN ANTONIO, TX 78248

SOLIDBORDER.COM
PROTECT YOUR NETWORK
HUB // DIR // BUYBOARD

City of Burleson

City Council

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

AGENDA INFORMATION SHEET

DEPARTMENT: **Information Technology**

DATE: **06/20/2022**

SUBJECT

Receive a report, hold a discussion, give staff direction regarding an operational overview of the Information Technology Department, and consider approval of a minute order for the purchase of two Dell VxRail Servers and an uninterruptible power supply (UPS) from GTS through the Department of Information Resources DIR-TSO-4299 for the replacement of the City of Burleson's server and storage infrastructure in an amount not to exceed $846,862.59. *(Staff Presenter: James Grommersch, Chief Technology Officer)*

Attachments

Department Memo
Staff Presentation
Quote - server
Quote - ups

Respectfully submitted:

James Grommersch
Chief Technology Officer
817-426-9672
jgrommersch@burlesontx.com

DEPARTMENT MEMO

DEPARTMENT: **Information Technology**

FROM: **James Grommersch**

MEETING: **June 20, 2022**

SUBJECT:

Receive a report, hold a discussion, give staff direction regarding an operational overview of the Information Technology Department, and consider approval of a minute order for the purchase of two Dell VxRail Servers and an uninterruptible power supply (UPS) from GTS through the Department of Information Resources DIR-TSO-4299 for the replacement of the City of Burleson's server and storage infrastructure in an amount not to exceed $846,862.59. *(Staff Contact: James Grommersch, Chief Technology Officer)*

SUMMARY:

The City of Burleson currently has three Dell servers hosting our virtual infrastructure at City Hall. The infrastructure is a Microsoft technology that allows the city to create virtual server environments and run and manage multiple operating systems on a single physical server. In addition, these host servers are connected to a Storage Area Network (SAN) that is used for production data storage. As the City moves towards supporting next-generation technologies, our legacy server infrastructure needs to be updated to improve our business continuity and disaster recovery plan. Staff met with multiple vendors to discuss the existing environment and plans for future growth for the city. The new server Infrastructure solution would allow the city to increase the efficiency and performance of our virtual server infrastructure and allow higher availability of technology services in the event of an outage or during routine maintenance. The new infrastructure combines storage, computing, and networking into a single system to reduce data center complexity and increase scalability.

Additional benefits of Dell VxRail servers are listed below:

- Efficiency – inline deduplication and compression of files will allow the city to maximize the storage and performance of the servers.
- Performance – achieve improved performance from state-of-the-art disc drives.
- Resiliency – achieve high availability as the VxRail is able to fail over internally and across the network to the other data center site location.
- Scalable – due to the configuration of the VxRails, BTX-IT is able to configure additional virtual servers as needed and can add additional storage to the VxRa rails, should the need for more storage arise.

BTX-IT contacted several vendors, and GTS was able to provide a 48% municipal discount over retail price by purchasing through the DIR contract.

OPTIONS:

1. Approve the Minute Order
2. Deny the Minute Order

RECOMMENDATION:

Approval of a minute order for the purchase of two Dell VxRail Servers and an uninterruptible power supply (UPS) from GTS through the Department of Information Resources DIR-TSO-4299 for the replacement of the City of Burleson's server and storage infrastructure in an amount not to exceed $846,862.59. *(Staff Contact: James Grommersch, Chief Technology Officer)*

FISCAL IMPACT:

Budgeted Y/N: Y

Fund Name: Support Services

Full Account #: 504-1511-412.66-08

Amount: $ 846,862.59

STAFF CONTACT:

Name:	James Grommersch
Department:	Information Technology
Email:	jgrommersch@burlesontx.com
Phone:	817-426-9672

THE CITY OF BURLESON TEXAS | Information Technology

Department Overview, Budget & Business Continuity Plan

City Council

June, 20th 2022

IT Department Overview



- BTX-IT is comprised of 11 staff members with multiple areas of expertise to support City Operations.
- We work to continually improve the Technology Ecosystem for City.
- We collaborate with Departments on improvements to their technology.
- Our success is driven by each of the departments being successful and happy with our support.

IT Mission Statement

To provide a robust and comprehensive technology ecosystem and maintain a collaborative environment to further the technology needs of each department in support of our community.

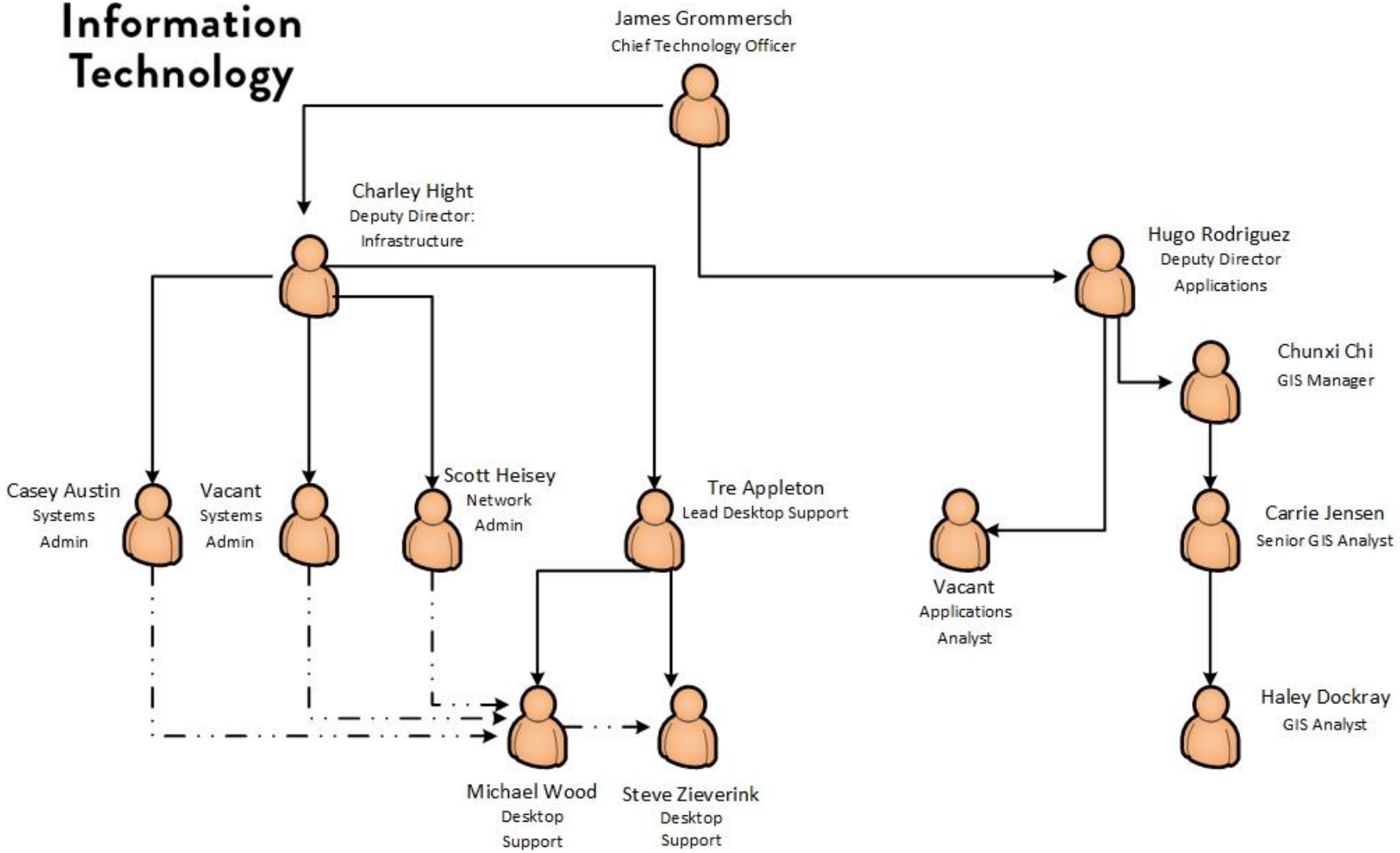
We strive to deliver quality, prompt, cost-effective, and reliable technology services.



THE CITY OF BURLESON TEXAS

Information Technology

Organizational Chart



What We Support

15 Firewalls

54 Windows Servers

50 Virtual Networks

15 Uninterruptible Power Supplies

450 Work Stations

350 VOIP Phones

38 Police Vehicles

22 Fire Trucks

68 Departmental Applications

586 User Accounts



Other Services Offered

- Cybersecurity
- Vendor Management
- Program Management
- Project Management
- Geographical Information System
  - Emergency Services Mapping
  - CAD Mapping Support
  - Over 150 different Map Lays & 30 database tables
  - Water & Sewer Maps
  - Addressing for new Developments

- Maintain Partnerships with:
  - Other Municipalities
  - State Agencies
  - Federal Agencies



THE CITY OF BURLESON TEXAS | Information Technology

FY23 Budget Information

How BTX-IT is funded

BTX-IT is an internal services fund, and receives contributions from each department based on the number of staff they have and what technology services & software they use.



Budget Comparison

FY 21/22

$4,880,717 – Original Budget

$478,666 – Supplemental Appropriation

$5,359,383 – Year End Estimate FY21/22



Supplemental Appropriation Request

As the City of Burleson moves toward supporting next-generation Network technologies, several enhancements are needed in our environment to ensure exceptional performance and a positive end-user experience.



Supplemental Appropriation Request

- With the implementations of "software as a service" becoming more commonplace, the city needs to increase its overall bandwidth to support these features and regular day-to-day operations.
  - ERP
  - CAD
  - 311

- To address these challenges BTX-IT is recommending the following:
  - Purchase two new Servers and a Uninterruptible Power Supply that will be able to handle the city's current and future data needs, and provide additional redundancy for the city ($846,862.59).
  - Purchasing two Firewalls, and associated components, that can utilize the new bandwidth capacity and ensure proper security monitoring to the city's network ($233,167).
  - These necessary enhancements will ensure exceptional performance and a positive end-user experience as the demand for the city technology services continues to grow.

Supplemental Appropriation Request

- BTX-IT recommends making the purchase for Servers and Firewalls in FY 21/22, due to excessive lead times on technology components and the need to improve the end users experience as the demand on network connectivity increases for the city.
  - Firewalls – 6 Months
  - Servers – 4 to 6 Months
- As a result, staff is recommending the approval of a supplemental appropriation for $478,666.

Supplemental Appropriation Request

- There are ongoing annual maintenance cots associated with the new firewalls ($130,594 per year).
  - These maintenance costs improve our cyber security posture and allow monitoring of all city network data.
  - The annual maintenance costs are factored into the IT operations budget for the next five years.
- There are also a small number of necessary components associated with the firewalls and servers, that are included in the FY22/23 IT Budget ($124,442).
  - These components are made up of additional hardware, software and support that will provide additional redundancy and network paths should an event occur.
  - These components cannot be fully utilized until after the installation of new firewall and server infrastructure has been completed.

BTX-IT FY23 Budget Request

FY 22/23

Proposed Budget: $5,014,960

Supplemental Requests: $599,986



FY23 Supplementals

❖ Applications Analyst Position ($109,835):
This position will help handle the multiple applications scheduled to Go-Live in the coming years, including the ERP, CAD, and the 311 software. This position will coordinate with staff and vendors on ensuring that the applications are meeting the technology need of the departments.

❖ Network Improvements ($65,000):
Various network monitoring tools, hardware and software are needed in the environment to improve the IT response to issues and prevent outages. This funding will also be utilized to secure and improve various data rack locations across the city.

❖ Cisco Duo ($56,232):
Is a multi-factor authentication tool that all staff will utilize. It will improve the city's defense depth posture and allow the city to increase its cyber security insurance.



FY23 Supplementals

- Replacement of Access Points ($73,378):
  The City's access points are at end of life and need to be upgraded to improve both the internal and guest wireless networks. The improvements will increase both speed and coverage at various locations across the City.

- Replacement of Time Clocks ($20,537):
  The time clocks that are in use for the city have started to fail due to reaching end of life. Replacement time clocks are needed for staff to be able to clock in and out for work.

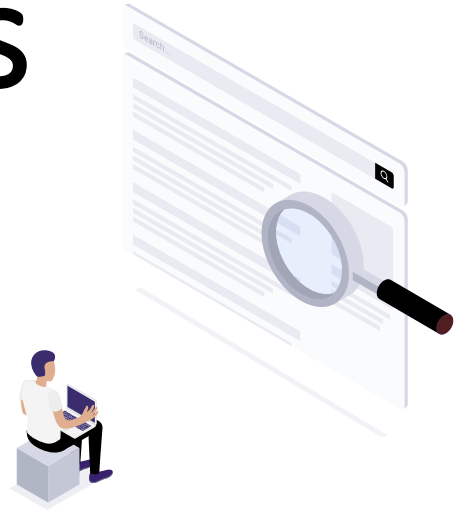
- 311 System ($275,004):
  Burleson 311 will provide the highest and most efficient customer experience to our citizens by providing a single point of entry to local government information and services with an easy to remember phone number, resolving the citizen's needs on the first phone call, and improving citizen engagement/empowerment with easy access to municipal services/information.

Requested Council Action(s) & Options

- Approve (Recommendation) or Deny a minute order for the purchase of two Dell VxRail Servers and an uninterruptible power supply (UPS) from GTS through the Department of Information Resources DIR-TSO-4299 for the replacement of the City of Burleson's server and storage infrastructure in an amount not to exceed $846,862.59. *(Staff Contact: James Grommersch, Chief Technology Officer)*

- Approve (Recommendation) or Deny the minute order authorizing the purchase of two Palo Alto 5410 firewalls and Palo Alto Panorama management system from Solid Border through the Department of Information Resources DIR-CPO-4850 for the replacement of the City of Burleson's perimeter security infrastructure and authorize the City Manager to approve the reoccurring maintenance and support associated with the firewalls for five years in an amount not to exceed $755,543.00

Questions / Comments



Quote

Quote #:	**QT0085176**
Date:	5/25/2022
Delivery Date:	
Expire Date:	6/24/2022
Customer ID:	TXNEWC120001
Sales Contact:	Hannah Brierty

GTS Technology Solutions, Inc.
9211 Waterford Centre Blvd
Suite 275
Austin, TX, 78758
Phone: (512) 452-0651

QUOTE FOR:	SHIP TO:
GTS Technology Solutions	GTS Technology Solutions

CUSTOMER P.O. NO.	TERMS	SALES REP
VXrail - SWS13465268-V6	Net 30 Days	Kelli Petty

SHIPPING TERMS	SHIP VIA

NO.	ITEM	CONTRACT	QTY.	UOM	PRICE	EXTENDED PRICE
1	210-BBRU: PowerEdge R350 Server, Intel Xeon E-2378 2.6GHz, 16M Cache, 8C/16T, Turbo (65W), 3200 MT/s	DIR-TSO-3763-R	1.00	EACH	$3,464.37	$3,464.37

NOTE: PowerEdge R350 Server
Trusted Platform Module 2.0 V3
3.5" Chassis with up to 4 Hot Plug Hard Drives, Front PERC
Intel Xeon E-2378 2.6GHz, 16M Cache, 8C/16T, Turbo (65W), 3200 MT/s
Heatsink for 80W or less CPU
Performance Optimized
3200MT/s UDIMM
RAID 1
PERC H355 Controller Front
Front PERC Mechanical Parts, front load
Power Saving BIOS Settings
UEFI BIOS Boot Mode with GPT Partition
Dual, Hot-Plug, Redundant Power Supply (1+1), 600W
Riser Config 0, 1 x8, 1 x16 slots
Standard Fan
PowerEdge R350 Motherboard
iDRAC9, Enterprise 15G
On-Board LOM
Standard Bezel
Dell EMC Luggage Tag R350
BOSS-S2 controller card + with 2 M.2 240GB (No RAID)
BOSS Cables and Bracket for R350
iDRAC,Factory Generated Password
iDRAC Group Manager, Disabled
VMware ESXi 7.0 U3 Embedded Image (License Not Included)
No Media Required
ReadyRails Sliding Rails With Cable Management Arm
No Internal Optical Drive
No Systems Documentation, No OpenManage DVD Kit1
PowerEdge R350 Shipping-
PowerEdge R350 Shipping Material for 3.5" Chassi
PowerEdge Non BIS Marking
PowerEdge R350 CE and CCC Marking
Std Bios Setting Power Management* - Maximum Performance
Dell Hardware Limited Warranty Plus Onsite Service
ProSupport Plus Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 1 Year

Continued...

GTS TECHNOLOGY SOLUTIONS

Quote

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9211 Waterford Centre Blvd
Suite 275
Austin, TX, 78758
Phone: (512) 452-0651

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VXrail - SWS13465268-V6	Net 30 Days	Kelli Petty

SHIPPING TERMS	SHIP VIA

NO.	ITEM	CONTRACT	QTY.	UOM	PRICE	EXTENDED PRICE
	ProSupport Plus Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 4 Years Extended					
	ProSupport Plus Mission Critical 7x24 Technical Support and Assistance 5 Years					
	Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell					
	Dell Hardware Limited Warranty Plus On Site Service Extended Year					
	On-Site Installation Declined					
	16GB UDIMM, 3200MT/s, ECC					
	480GB SSD SATA Read Intensive 6Gbps 512 2.5in Hot-plug AG Drive,3.5in HYB CARR, 1 DWPD					
	C13 to C14, PDU Style, 10 AMP, 2 Feet (.6m) Power Cord, Argentina					
2	210-BBGT: VxRail P670F All Flash	DIR-TSO-4299	8.00	EACH	$779.85	$6,238.80
3	329-BDWH: PSNT Info	DIR-TSO-4299	8.00	EACH	$0.00	$0.00
4	379-BENB: vSAN Node	DIR-TSO-4299	8.00	EACH	$0.00	$0.00
5	379-BETD: VxRail E660/F PV670F Firmware Lock	DIR-TSO-4299	8.00	EACH	$0.00	$0.00
6	634-BZBH: VxRail Software 7.0.320 Factory Install	DIR-TSO-4299	8.00	EACH	$0.00	$0.00
7	379-BDYQ: No Transformational License Agreement	DIR-TSO-4299	8.00	EACH	$0.00	$0.00
8	321-BGYN: 2.5"" Chassis with up to 24 HDDs (SAS/SATA/NVMe) 4x2.5"" Rear HDDs (SAS/SATA)	DIR-TSO-4299	8.00	EACH	$286.95	$2,295.60
9	325-BDYT: VxRail 2U Bezel V2	DIR-TSO-4299	8.00	EACH	$42.11	$336.88
10	338-CBWO: Intel Xeon Gold 5318Y 2.1G 24C/48T 11.2GT/s 36M Cache Turbo HT (165W) DDR4-2933	DIR-TSO-4299	8.00	EACH	$565.45	$4,523.60
11	338-CBWO: Intel Xeon Gold 5318Y 2.1G 24C/48T 11.2GT/s 36M Cache Turbo HT (165W) DDR4-2933	DIR-TSO-4299	8.00	EACH	$565.45	$4,523.60
12	379-BDCO: Additional Processor Selected	DIR-TSO-4299	8.00	EACH	$0.00	$0.00
13	370-AGJG: Memory Mode Intel Optane Persistent Memory 200 series	DIR-TSO-4299	8.00	EACH	$0.00	$0.00
14	370-AEVQ: 16GB RDIMM 3200MT/s Dual Rank	DIR-TSO-4299	128.00	EACH	$190.51	$24,385.28
15	370-AGEX: Intel, 3200,1X128GB,Double Data Rate Transfer, Intel Optane Persistent Memory 200 series	DIR-TSO-4299	64.00	EACH	$368.23	$23,566.72
16	400-AZQO: 800GB SSD SAS ISE Mix Use 12Gbps 512e 2.5in Hot-plug AG Drive 3 DWPD	DIR-TSO-4299	16.00	EACH	$398.28	$6,372.48

Continued...



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CUSTOMER P.O. NO.	TERMS	SALES REP
VXrail - SWS13465268-V6	Net 30 Days	Kelli Petty

SHIPPING TERMS	SHIP VIA

NO.	ITEM	CONTRACT	QTY.	UOM	PRICE	EXTENDED PRICE
17	345-BBBP: 7.68TB SSD Read Intensive SAS ISE 12Gbps 512e 2.5in PM1643a Hot-Plug 1 DWPD	DIR-TSO-4299	64.00	EACH	$2,874.97	$183,998.08
18	540-BCOC: Broadcom 57414 Dual Port 10/ 25GbE SFP28 OCP NIC 3.0	DIR-TSO-4299	8.00	EACH	$153.67	$1,229.36
19	540-BBVK: Broadcom 57414 Dual Port 10/ 25GbE SFP28 Adapter PCIe Low Profile	DIR-TSO-4299	8.00	EACH	$153.67	$1,229.36
20	461-AAIG: Trusted Platform Module 2.0 v3	DIR-TSO-4299	8.00	EACH	$21.45	$171.60
21	770-BBBQ: ReadyRails Sliding Rails	DIR-TSO-4299	8.00	EACH	$32.31	$258.48
22	770-BDRQ: Cable Management Arm 2U	DIR-TSO-4299	8.00	EACH	$14.95	$119.60
23	450-AKKS: Dual, Hot-Plug, PSU 1100W,D, Mixed Mode	DIR-TSO-4299	8.00	EACH	$509.72	$4,077.76
24	492-BBDG: Jumper Cord - C13/C14 4M 250V 12A (North America Guam North Marianas Philippines Samoa)	DIR-TSO-4299	16.00	EACH	$6.51	$104.16
25	750-ACOM: Fan Foam HDD 2U	DIR-TSO-4299	8.00	EACH	$0.00	$0.00
26	149-BBLL: VxRail VMware, vSAN Enterprise, 5 Years	DIR-TSO-4299	16.00	EACH	$0.00	$0.00
27	634-BYPD: VxRail HCI System Software E	DIR-TSO-4299	16.00	EACH	$2,762.13	$44,194.08
28	634-BWYK: VxRail HCI System Software Capacity Drive 7.68TB Read Intensive	DIR-TSO-4299	64.00	EACH	$710.83	$45,493.12
29	634-BYLY: VxRail HCI System Software Memory 16GB	DIR-TSO-4299	128.00	EACH	$72.33	$9,258.24
30	634-BYMG: VxRail HCI System Software Memory 128GB Optane Pmem	DIR-TSO-4299	64.00	EACH	$230.69	$14,764.16
31	151-BBSV: VxRail VMware vSphere Enterprise Plus for 1 processor, 5 Years	DIR-TSO-4299	16.00	EACH	$1,719.00	$27,504.00
32	863-1695: 5 Years ProSupport Plus Next Business Day vSphere Ent Plus for 1 Proc Sftwr Spt-Maint	DIR-TSO-4299	16.00	EACH	$2,661.41	$42,582.56
33	863-1602: 5 Years ProSupport Plus Next Business Day vSphere Ent Plus for 1 Proc Sftwr Spt-Contract	DIR-TSO-4299	8.00	EACH	$0.00	$0.00
34	379-BDTB: 4x2.5 Rear Storage	DIR-TSO-4299	8.00	EACH	$0.00	$0.00
35	863-8345: Dell Hardware Limited Warranty	DIR-TSO-4299	8.00	EACH	$140.64	$1,125.12
36	864-7601: Prosupport Plus Next Business Day Onsite Service After Problem Diagnosis 4 Years Extended	DIR-TSO-4299	8.00	EACH	$2,811.36	$22,490.88

Continued...



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Sales Contact: Hannah Brierty

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GTS Technology Solutions	GTS Technology Solutions

CUSTOMER P.O. NO.	TERMS	SALES REP
VXrail - SWS13465268-V6	Net 30 Days	Kelli Petty

SHIPPING TERMS	SHIP VIA

NO.	ITEM	CONTRACT	QTY.	UOM	PRICE	EXTENDED PRICE
37	864-7602: Prosupport Plus Next Business Day Onsite Service After Problem Diagnosis 1 Year	DIR-TSO-4299	8.00	EACH	$421.77	$3,374.16
38	864-7607: Prosupport Plus 7x24 Technical Support and Assistance 5 Years	DIR-TSO-4299	8.00	EACH	$10,469.71	$83,757.68
39	951-2015: Thank you for choosing Dell ProSupport Plus. For tech support visit // www.dell.com/contactdell	DIR-TSO-4299	8.00	EACH	$0.00	$0.00
40	975-3461: Dell Limited Hardware Warranty Extended Year(s)	DIR-TSO-4299	8.00	EACH	$0.00	$0.00
41	379-BEWY: Informational Purposes Only	DIR-TSO-4299	8.00	EACH	$0.00	$0.00
42	829-2844: ProSupport Plus Next Business Day vSAN Enterprise 1 Processor Software Support-Maintenance 5 Years	DIR-TSO-4299	16.00	EACH	$2,882.80	$46,124.80
43	812-4011: ProDeploy Plus Training Credits 200 Redeem at education.dellemc.com Expires 1Yr from Order Date	DIR-TSO-4299	8.00	EACH	$180.00	$1,440.00
44	819-2575: ProDeploy Plus Dell EMC VxRail Deployment	DIR-TSO-4299	8.00	EACH	$2,786.38	$22,291.04
45	819-2576: ProDeploy Plus Dell EMC VxRail Deployment Verification	DIR-TSO-4299	8.00	EACH	$150.50	$1,204.00
46	823-6048: ProDeploy Plus Add-On for VxRail Stretched Cluster New Deployments Only (Requires ProDeploy Plus)	DIR-TSO-4299	8.00	EACH	$675.00	$5,400.00
47	823-9267: ProDeploy Additional Deployment Time:8 Hour Onsite Hyper-converged Infrastructure Technical Resource	DIR-TSO-4299	8.00	EACH	$2,767.50	$22,140.00
48	812-4033: Education Services Training Credits 1000 - Redeem at education.dellemc.com Expires 1yr from order	DIR-TSO-4299	8.00	EACH	$900.00	$7,200.00
49	822-3179: Partner Success Program Management	DIR-TSO-4299	8.00	EACH	$21.68	$173.44
50	389-DYHC: PowerEdge R750 CE, CCC, Marking	DIR-TSO-4299	8.00	EACH	$0.00	$0.00
51	389-DYHF: Dell/EMC label (BIS) for 2.5" Chassis	DIR-TSO-4299	8.00	EACH	$0.00	$0.00
52	379-BDSW: SAS/SATA/NVMe Capable Backplane	DIR-TSO-4299	8.00	EACH	$0.00	$0.00
53	340-CWLS: P/V 670 Shipping DAO	DIR-TSO-4299	8.00	EACH	$0.00	$0.00

Continued...



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9211 Waterford Centre Blvd
Suite 275
Austin, TX, 78758
Phone: (512) 452-0651

Quote

Quote #: QT0085176
Date: 5/25/2022
Delivery Date:
Expire Date: 6/24/2022
Customer ID: TXNEWC120001
Sales Contact: Hannah Brierty

QUOTE FOR:	SHIP TO:
GTS Technology Solutions	GTS Technology Solutions

CUSTOMER P.O. NO.	TERMS	SALES REP
VXrail - SWS13465268-V6	Net 30 Days	Kelli Petty

SHIPPING TERMS	SHIP VIA

NO.	ITEM	CONTRACT	QTY.	UOM	PRICE	EXTENDED PRICE
54	481-BBFG: PowerEdge R750 Shipping Material	DIR-TSO-4299	8.00	EACH	$10.63	$85.04
55	379-BDTF: 2.5 Chassis	DIR-TSO-4299	8.00	EACH	$0.00	$0.00
56	330-BBVY: VxRail P670F Riser Config 5 2A+4B 2x8FH 2x16LP	DIR-TSO-4299	8.00	EACH	$66.80	$534.40
57	329-BGKO: PowerEdge R750 Motherboard, BP	DIR-TSO-4299	8.00	EACH	$0.00	$0.00
58	412-AAWE: Heatsink for 2 CPU configuration (CPU less than 165W)	DIR-TSO-4299	8.00	EACH	$0.00	$0.00
59	370-AAIP: Performance Optimized	DIR-TSO-4299	8.00	EACH	$0.00	$0.00
60	780-BCQR: C43 No RAID VxRail P/V 670F	DIR-TSO-4299	8.00	EACH	$0.00	$0.00
61	405-AAXY: Dell HBA355i Controller Front	DIR-TSO-4299	8.00	EACH	$155.83	$1,246.64
62	750-ADED: Front PERC Mechanical Parts, for 2.5"	DIR-TSO-4299	8.00	EACH	$0.00	$0.00
63	403-BCMB: BOSS-S2 controller card + with 2 M.2 480GB (RAID 1)	DIR-TSO-4299	8.00	EACH	$368.23	$2,945.84
64	470-AERS: BOSS Cables and Bracket for R750 (4x2.5"" Rear)	DIR-TSO-4299	8.00	EACH	$10.83	$86.64
65	385-BBQV: iDRAC9 Enterprise 15G	DIR-TSO-4299	8.00	EACH	$105.99	$847.92
66	379-BCQY: iDRAC Group Manager Disabled	DIR-TSO-4299	8.00	EACH	$0.00	$0.00
67	379-BCSG: iDRAC Legacy Password	DIR-TSO-4299	8.00	EACH	$0.00	$0.00
68	379-BCRB: DHCP with Zero Touch Configuration	DIR-TSO-4299	8.00	EACH	$0.00	$0.00
69	750-ADGJ: Very High Performance Fan x6	DIR-TSO-4299	8.00	EACH	$62.64	$501.12
70	350-BBYX: No Quick Sync	DIR-TSO-4299	8.00	EACH	$0.00	$0.00
71	387-BBEY: No Energy Star	DIR-TSO-4299	8.00	EACH	$0.00	$0.00
72	800-BBDM: UEFI BIOS Boot Mode with GPT Partition	DIR-TSO-4299	8.00	EACH	$0.00	$0.00
73	350-BCFZ: P670F Luggage Tag	DIR-TSO-4299	8.00	EACH	$0.00	$0.00
74	210-ARZC: Recover Point for Virtual Machine	DIR-TSO-4299	8.00	EACH	$0.00	$0.00
75	142-BBNV: HCIA RecoverPoint for VMs	DIR-TSO-4299	8.00	EACH	$0.00	$0.00
76	865-3531: 5 Years ProSupport Plus Next Business Day RecoverPoint for Virtual Machines Sftwr Spt-Contract	DIR-TSO-4299	8.00	EACH	$0.00	$0.00
77	812-4011: ProDeploy Plus Training Credits 200 Redeem at education.dellemc.com Expires 1Yr from Order Date	DIR-TSO-4299	8.00	EACH	$180.00	$1,440.00

Continued...

GTS TECHNOLOGY SOLUTIONS

GTS Technology Solutions, Inc.
9211 Waterford Centre Blvd
Suite 275
Austin, TX, 78758
Phone: (512) 452-0651

Quote

Quote #: QT0085176
Date: 5/25/2022
Delivery Date:
Expire Date: 6/24/2022
Customer ID: TXNEWC120001
Sales Contact: Hannah Brierty

QUOTE FOR:	SHIP TO:
GTS Technology Solutions	GTS Technology Solutions

CUSTOMER P.O. NO.	TERMS	SALES REP
VXrail - SWS13465268-V6	Net 30 Days	Kelli Petty

SHIPPING TERMS	SHIP VIA

NO.	ITEM	CONTRACT	QTY.	UOM	PRICE	EXTENDED PRICE
78	823-8991: ProDeploy Plus Dell EMC RecoverPoint for Virtual Machines	DIR-TSO-4299	8.00	EACH	$5,810.43	$46,483.44
79	823-8992: ProDeploy Plus Dell EMC RecoverPoint for Virtual Machines Deployment Verification	DIR-TSO-4299	8.00	EACH	$1,038.57	$8,308.56
80	626-BBBG: Storage Software Info	DIR-TSO-4299	8.00	EACH	$0.00	$0.00
81	210-APEX: Dell EMC S5248F-ON Switch 48x25GbE SFP28 4x100GbE QSFP28 2x100GbE QSFP-DD IO to PSU 2xPSU OS10	DIR-TSO-4299	4.00	EACH	$14,114.59	$56,458.36
82	343-BBRX: VLT Tech Sheet Document	DIR-TSO-4299	4.00	EACH	$0.00	$0.00
83	343-BBLP: Dell EMC S52XX-ON Series User Guide	DIR-TSO-4299	4.00	EACH	$1.16	$4.64
84	634-BRUN: OS10 Enterprise S5248F-ON	DIR-TSO-4299	4.00	EACH	$2,623.23	$10,492.92
85	470-ABOU: Dell Networking Cable 100GbE QSFP28 to QSFP28 Passive Copper Direct Attach Cable 0.5 Meter	DIR-TSO-4299	8.00	EACH	$90.36	$722.88
86	470-ACEV: Dell Networking Cable SFP28 to SFP28 25GbE Passive Copper Twinax Direct Attach Cable 3 Meter	DIR-TSO-4299	32.00	EACH	$36.43	$1,165.76
87	450-AASX: Dell Networking Jumper Cord 250V 12A 2 Meters C13/C14 US	DIR-TSO-4299	4.00	EACH	$5.83	$23.32
88	450-AASX: Dell Networking Jumper Cord 250V 12A 2 Meters C13/C14 US	DIR-TSO-4299	4.00	EACH	$5.83	$23.32
89	818-4856: Dell Hardware Limited Warranty 1 Year	DIR-TSO-4299	4.00	EACH	$89.10	$356.40
90	818-4869: ProSupport:Next Business Day Onsite Service After Problem Diagnosis 1 Year	DIR-TSO-4299	4.00	EACH	$5.25	$21.00
91	818-4871: ProSupport:Next Business Day Onsite Service After Problem Diagnosis 4 Years Extended	DIR-TSO-4299	4.00	EACH	$859.08	$3,436.32
92	818-4891: ProSupport:7x24 HW/SW Technical Support and Assistance 5 Years	DIR-TSO-4299	4.00	EACH	$3,233.20	$12,932.80
93	975-3461: Dell Limited Hardware Warranty Extended Year(s)	DIR-TSO-4299	4.00	EACH	$0.00	$0.00
94	989-3439: Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	DIR-TSO-4299	4.00	EACH	$0.00	$0.00

Continued...

GTS Technology Solutions, Inc.
9211 Waterford Centre Blvd
Suite 275
Austin, TX, 78758
Phone: (512) 452-0651

Quote

Quote #:	**QT0085176**
Date:	5/25/2022
Delivery Date:	
Expire Date:	6/24/2022
Customer ID:	TXNEWC120001
Sales Contact:	Hannah Brierty

QUOTE FOR:	SHIP TO:
GTS Technology Solutions	GTS Technology Solutions

CUSTOMER P.O. NO.	TERMS	SALES REP
VXrail - SWS13465268-V6	Net 30 Days	Kelli Petty

SHIPPING TERMS	SHIP VIA

NO.	ITEM	CONTRACT	QTY.	UOM	PRICE	EXTENDED PRICE
95	997-6306: Info 3rd Party Software Warranty provided by Vendor	DIR-TSO-4299	4.00	EACH	$0.00	$0.00
96	804-2152: ProDeploy Plus Dell Networking S Series 5XXX Switch - Deployment	DIR-TSO-4299	4.00	EACH	$4,098.83	$16,395.32
97	804-2153: ProDeploy Plus Dell Networking S Series 5XXX Switch - Deployment Verification	DIR-TSO-4299	4.00	EACH	$61.77	$247.08
98	812-4037: ProDeploy Plus Training Credits 500 Redeem at education.dellemc.com Expires 1Yr from Order Date	DIR-TSO-4299	4.00	EACH	$450.00	$1,800.00
99	822-3179: Partner Success Program Management	DIR-TSO-4299	4.00	EACH	$29.15	$116.60
100	848-8533: 5 Years ProSupport OS10 Enterprise Software Support-Maintenance	DIR-TSO-4299	4.00	EACH	$918.12	$3,672.48

Total Weight (EACH):	0	**Sales Total:**	$837,761.81
Total Volume (EACH):	0	**Freight & Misc.:**	$0.00
		Tax Total:	$0.00
		Total (USD):	$837,761.81

These prices do NOT include taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. All prices are subject to change without notice. Supply subject to availability.

Quote

GTS Technology Solutions, Inc.
9211 Waterford Centre Blvd
Suite 275
Austin, TX, 78758
Phone: (512) 452-0651

Quote #:	**QT0085492**
Date:	6/3/2022
Delivery Date:	
Expire Date:	7/3/2022
Customer ID:	TXNEWC120001
Sales Contact:	Hannah Brierty

QUOTE FOR:	SHIP TO:
GTS Technology Solutions	GTS Technology Solutions

CUSTOMER P.O. NO.	TERMS	SALES REP
City Hall Server Room	Net 30 Days	Kelli Petty

SHIPPING TERMS	SHIP VIA

NO.	ITEM	CONTRACT	QTY.	UOM	PRICE	EXTENDED PRICE
1	GXT5-3KL620RT2UXL: Vertiv Liebert GXT5 UPS - 3kVA/2700W 208V ; Online Double Conversion Rack Tower Energy Star L6-20P	DIR-CPO-4751	2.00	EACH	$3,127.92	$6,255.84
2	TDU-3500RTL620: LIEBERT TDU 3.5KW L620	DIR-CPO-4751	2.00	EACH	$911.86	$1,823.72
3	RDU101: KIT RDU101 IS-COMMS CARD	DIR-CPO-4751	2.00	EACH	$284.39	$568.78
4	38252: VPN-EEV_L6-20P-20A_24N	DIR-CPO-4751	2.00	EACH	$226.22	$452.44
5	FREIGHT CHARGE: Freight Charge	NON CONTRACT	1.00	EACH	$0.00	$0.00

Total Weight (EACH):	0	**Sales Total:**	$9,100.78
Total Volume (EACH):	0	**Freight & Misc.:**	$0.00
		Tax Total:	$0.00
		Total (USD):	$9,100.78

These prices do NOT include taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. All prices are subject to change without notice. Supply subject to availability.

City of Burleson

City Council

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

AGENDA INFORMATION SHEET

DEPARTMENT:	**Finance**
DIRECTOR:	**Martin Avila**
DATE:	**06/20/2022**

SUBJECT

Receive a report, hold a discussion, and give staff direction regarding an update on the Water & Sewer debt service, financial overview, summary of 5 year capital improvement plan, and receive any additional direction from City Council regarding the annual budget for fiscal year 2022-2023. *(Staff Presenter: Martin Avila, Finance Director)*

Attachments

Dept Memo Water and Sewer_6.20.22
Staff Presentation

Respectfully submitted:

MARTIN AVILA, CPA
Finance Department
Director
817-426-9651

DEPARTMENT MEMO

DEPARTMENT: **Finance**

FROM: **Martin Avila, Finance Director**

MEETING: **June 20, 2022**

SUBJECT:

Receive a report, hold a discussion, and give staff direction regarding an update on the Water & Sewer debt service, financial overview, summary of 5 year capital improvement plan, and receive any additional direction from City Council regarding the annual budget for fiscal year 2022-2023. *(Staff Presenter: Martin Avila, Finance Director)*

SUMMARY:

Present a update on the Water and Sewer debt service, financial overview and summary of 5 year capital improvement plan.

OPTIONS:

Staff seeking feedback on the debt service, financial overview and summary of 5 year capital improvement plan of the Water & Sewer Fund and any additional direction regarding the annual budget for fiscal year 2022-2023.

RECOMMENDATION:

N/A

FISCAL IMPACT:

No fiscal impact

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

N/A

STAFF CONTACT:

Martin Avila
Finance Director
mavila@burlesontx.com
817-426-9651

THE CITY OF BURLESON TEXAS

Water & Sewer Overview

Fund Highlights

- Propose **no rate increase** for both water and sewer in FY 2023 & FY 2024
  - **3%** increase for both water and sewer in FY 2025 – FY 2026
  - **5%** increase for both water and sewer for FY2027 – 2032
  - Pass through rate increases from City of Fort Worth – project 5% annually
- 5 year Capital Improvement Plan (CIP) – $83,570,818
  - Water Projections - $43,191,423
  - Sewer Projects - $34,742,532
- Bond issue to fund 5 year CIP - $77,933,955
  - Cash funding available- $700,000
- FY 2022 bond issue - $6,000,000
  - Fort Worth Sewer Relief Line

Rate History

	FY16 Actual	FY17 Actual	FY18 Actual	FY19 Actual	FY20 Actual	FY21 Actual	FY22 Actual	FY23 Projected	FY24 Projected	FY25 Projected	FY26 Projected	FY27 Projected
Water rate	**6.00%**	**1.00%**	**5.50%**	**6.00%**	**0.00%**	**(3.00%)**	**0.00%**	**0.00%**	**0.00%**	**3.00%**	**5.00%**	**5.00%**
Sewer rate	**4.00%**	**2.00%**	**5.50%**	**6.00%**	**6.00%**	**0.00%**	**0.00%**	**0.00%**	**0.00%**	**3.00%**	**5.00%**	**.00%**

- Projecting **no rate** increase for FY 2023 and FY 2024
- Projecting a **3%** rate increase in FY 2025
  - Water rate – 3% increase about **$1.00** per month
  - Sewer rate – 3% increase about **$0.85** per month
- Fund **$77.9 million** Water and Sewer CIP Plan
- Projected **5%** increase for FY28 – FY30
- Pass through projected **5%** rate increases from Fort Worth

W&S 5 Year CIP Plan

Bond issue

- Water Projects- $42.5 million
- Sewer Projects- $34.7 million

Total Projects- $77.9 million

Water Project	2023	2024	2025	2026	2027	TOTAL
Water Line Rehabilitation	$ 2,000,000	$ 2,000,000	$ 2,000,000	$ 2,000,000	$ 2,000,000	**$ 10,000,000**
Industrial Blvd Pump Station Expansion & Alsbury Pump Station Decommission	$ 1,288,380	$ 5,337,652	$ -	$ -	$ -	**$ 6,626,032**
Security Upgrades	$ 350,000	$ -	$ -	$ -	$ -	**$ 350,000**
AMI Feasibility Study	$ 200,000	$ -	$ -	$ -	$ -	**$ 200,000**
12" Willow Creek Waterline Looping	$ 154,625	$ 795,204	$ -	$ -	$ -	**$ 949,829**
Rate Model	$ 150,000	$ -	$ -	$ -	$ -	**$ 150,000**
Hulen Ground Storage Tank Rehabilitation	$ -	$ 1,438,743	$ -	$ -	$ -	**$ 1,438,743**
8" Village Creek Waterline Looping	$ -	$ -	$ 819,402	$ -	$ -	**$ 819,402**
Mountain Valley EST and GST Demolition	$ -	$ -	$ 690,602	$ -	$ -	**$ 690,602**
16" Hulen Street Waterline	$ -	$ -	$ 464,889	$ 3,299,185	$ -	**$ 3,764,074**
12" Waterline Loop for Mountain Valley	$ -	$ -	$ 236,154	$ 1,068,516	$ -	**$ 1,304,670**
12" Water Line from Wilshire to John Jones (Future Hulen)	$ -	$ -	$ 223,058	$ 1,261,800	$ -	**$ 1,484,858**
Offsite Water Supply from Fort Worth	$ -	$ -	$ -	$ 12,043,803	$ -	**$ 12,043,803**
Hulen Pump Station Expansion	$ -	$ -	$ -	$ 379,254	$ 2,692,203	**$ 3,071,457**
Turkey Peak Elevated Storage Tank Rehabilitation	$ -	$ -	$ -	$ -	$ 198,950	**$ 198,950**
8" County Road 715 Water Line Looping	$ -	$ -	$ -	$ -	$ 99,003	**$ 99,003**
TOTAL	**$ 4,143,005**	**$ 9,571,599**	**$ 4,434,105**	**$ 20,052,558**	**$ 4,990,156**	**$ 43,191,423**
Funding Sources						
Available funding	**$ 700,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 700,000**
Bond issue	**$ 3,443,005**	**$ 9,571,599**	**$ 4,434,105**	**$ 20,052,558**	**$ 4,990,156**	**$ 42,491,423**
Total	**$ 4,143,005**	**$ 9,571,599**	**$ 4,434,105**	**$ 20,052,558**	**$ 4,990,156**	**$ 43,191,423**

Sewer Project	2023	2024	2025	2026	2027	TOTAL
Sewer Line Rehabilitation	$ 3,000,000	$ 3,000,000	$ 3,000,000	$ 3,000,000	$ 3,000,000	**$ 15,000,000**
Trunk Relief Line (Town Creek Basin Parallel Buildout Interceptors)	$ 2,493,569	$ 13,809,396	$ -	$ -	$ -	**$ 16,302,965**
Gateway Station Lift Station Rehabilitation	$ 97,266	$ 832,984	$ -	$ -	$ -	**$ 930,250**
Parkview Dr Sewer Upsizing to 10"	$ -	$ -	$ 136,323	$ 969,870	$ -	**$ 1,106,193**
12" WasteWater line Replacement in Village Creek Basin (Golf Course)	$ -	$ -	$ -	$ 173,017	$ 1,230,107	**$ 1,403,124**
TOTAL	**$ 5,590,835**	**$ 17,642,380**	**$ 3,136,323**	**$ 4,142,887**	**$ 4,230,107**	**$ 34,742,532**
Funding Sources						
W&W Bond issue	**$ 5,590,835**	**$ 17,642,380**	**$ 3,136,323**	**$ 4,142,887**	**$ 4,230,107**	**$ 34,742,532**
Total	**$ 5,590,835**	**$ 17,642,380**	**$ 3,136,323**	**$ 4,142,887**	**$ 4,230,107**	**$ 34,742,532**

Total Cash Funding	$ 700,000	$ -	$ -	$ -	$ -	$ 700,000
Total W&S Bonds	$ 9,033,840	$ 27,213,979	$ 7,570,428	$ 24,195,445	$ 9,220,263	$ 77,233,955
	$ 9,733,840	**$ 27,213,979**	**$ 7,570,428**	**$ 24,195,445**	**$ 9,220,263**	**$ 77,933,955**

Water & Sewer Financials- 10 years

	FY 21-22 Budget	FY 21-22 Estimate	FY 22-23 Projected	FY 23-24 Projected	FY 24-25 Projected	FY 25-26 Projected	FY 26-27 Projected	FY 27-28 Projected	FY 28-29 Projected	FY 29-30 Projected	FY 30-31 Projected	FY 31-32 Projected
Beg Fund Balance	**$ 10,686,693**	**$ 10,336,326**	**$ 12,401,218**	**$ 12,874,458**	**$ 13,117,935**	**$ 11,595,668**	**$ 10,543,362**	**$ 8,823,938**	**$ 7,614,091**	**$ 7,945,528**	**$ 8,896,283**	**$ 11,424,208**
Water Revenues	$ 12,767,299	$ 12,767,299	$ 13,021,145	$ 13,280,068	$ 13,940,321	$ 14,633,587	$ 15,689,085	$ 16,821,106	$ 18,035,199	$ 19,337,313	$ 20,733,831	$ 22,231,596
Sewer Revenues	$ 10,159,063	$ 10,317,446	$ 10,469,344	$ 10,679,815	$ 11,201,616	$ 11,749,233	$ 12,577,881	$ 13,466,085	$ 14,418,151	$ 15,438,696	$ 16,532,673	$ 17,705,394
Other Revenues	$ 1,093,850	$ 2,535,850	$ 1,813,350	$ 1,636,976	$ 1,605,378	$ 1,837,196	$ 1,869,695	$ 1,902,891	$ 1,896,799	$ 1,771,434	$ 1,806,812	$ 1,842,950
Total Revenues	**$ 24,020,212**	**$ 25,620,595**	**$ 25,303,839**	**$ 25,596,859**	**$ 26,747,315**	**$ 28,220,016**	**$ 30,136,662**	**$ 32,190,083**	**$ 34,350,148**	**$ 36,547,443**	**$ 39,073,316**	**$ 41,779,940**
Personnel	$ 2,219,479	$ 2,274,242	$ 2,566,641	$ 2,571,670	$ 2,668,496	$ 2,769,052	$ 2,873,486	$ 2,970,214	$ 3,070,369	$ 3,174,082	$ 3,281,486	$ 3,392,722
Operating	$ 15,955,094	$ 14,981,039	$ 15,503,199	$ 15,312,956	$ 15,926,593	$ 16,568,166	$ 17,238,989	$ 17,968,230	$ 18,730,377	$ 19,526,967	$ 20,359,612	$ 21,230,003
Debt servicie	$ 6,300,422	$ 6,300,422	$ 6,760,759	$ 7,468,756	$ 9,674,492	$ 9,935,104	$ 11,743,612	$ 12,461,486	$ 12,217,965	$ 12,895,639	$ 12,904,292	$ 12,911,021
Total Expenditures	**$ 24,474,995**	**$ 23,555,703**	**$ 24,830,599**	**$ 25,353,382**	**$ 28,269,582**	**$ 29,272,323**	**$ 31,856,086**	**$ 33,399,930**	**$ 34,018,711**	**$ 35,596,688**	**$ 36,545,391**	**$ 37,533,746**
Change in Fund Balance	**$ (454,783)**	**$ 2,064,892**	**$ 473,240**	**$ 243,477**	**$ (1,522,266)**	**$ (1,052,306)**	**$ (1,719,425)**	**$ (1,209,847)**	**$ 331,437**	**$ 950,755**	**$ 2,527,925**	**$ 4,246,194**
Ending Fund Balance	**$ 10,231,910**	**$ 12,401,218**	**$ 12,874,458**	**$ 13,117,935**	**$ 11,595,668**	**$ 10,543,362**	**$ 8,823,938**	**$ 7,614,091**	**$ 7,945,528**	**$ 8,896,283**	**$ 11,424,208**	**$ 15,670,402**
FB % of Expenditure	41.81%	52.65%	51.85%	51.74%	41.02%	36.02%	27.70%	22.80%	23.36%	24.99%	31.26%	41.75%

QUESTIONS/COMMENTS

City of Burleson

City Council

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

AGENDA INFORMATION SHEET

DEPARTMENT:	**Finance**
DIRECTOR:	**Martin Avila**
DATE:	**06/20/2022**

SUBJECT

Receive a report, hold a discussion, and give staff direction on the financial overview of other proprietary and special revenue funds and receive any additional direction from City Council regarding the annual budget for fiscal year 2022-2023. *(Staff Presenter: John Butkus, Assistant Finance Director)*

Attachments

Dept Memo Other Proprietary and SRF Funds Presentation 6.20.22

Other Proprietary and SRF Presentation 6.20.22

Respectfully submitted:

MARTIN AVILA, CPA
Finance Department
Director
817-426-9651

THE CITY OF BURLESON TEXAS

City Council

DEPARTMENT MEMO

DEPARTMENT: **Finance**

FROM: **John Butkus, Assistant Finance Director**

MEETING: **June 20, 2022**

SUBJECT:

Receive a report, hold a discussion, and give staff direction on the financial overview of other proprietary and special revenue funds and receive any additional direction from City Council regarding the annual budget for fiscal year 2022-2023. *(Staff Presenter: John Butkus, Assistant Finance Director)*

SUMMARY:

Present a financial overview of other proprietary and special revenue funds. Funds presented will include - Health Insurance, Equipment Replacement, IT Support Services, Solid Waste, Cemetery and TIF funds.

OPTIONS:

Staff seeking feedback on the financial overview of other proprietary and special revenue funds and any additional direction regarding the annual budget for fiscal year 2022-2023.

RECOMMENDATION:

N/A

FISCAL IMPACT:

No fiscal impact

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

N/A

STAFF CONTACT:

Martin Avila
Finance Director
mavila@burlesontx.com
817-426-9651

THE CITY OF BURLESON TEXAS

Other Proprietary and Special Revenue Funds

PRESENTED TO THE CITY COUNCIL ON

JUNE 20,2022

Funds

- Health Insurance Fund
- IT Support Services Fund
- Solid Waste
- Cemetery Funds
- TIF #2

Health Insurance Fund

- City is self insured for medical and dental employee benefits
- Health insurance activity operates using it's own Internal Service Fund
- Claims and health costs are funded by City and Employee contributions
- Dental Plan premiums will increase 5.4% or $15,600 effective January 2, 2023
  - FY2023 budget impact will be $11,700
- Assumptions for contributions:
  - City contributions – no proposed increase in FY2023 and projected increase of **5%** for FY2024-2027
  - Employee contributions – no increase in FY2023 and projected increase of **5%** for 2024-2027
- Assumptions for expenses (Provided by benefit consultant)
  - Claims paid – **7%** increase for FY2023-2027
  - Stop Loss Premiums – **13%** increase – FY2023-2027

Health Insurance Fund – Financial Overview

	FY 21-22 Budget	FY 21-22 Estimate	FY 22-23 Projected	FY 23-24 Projected	FY 24-25 Projected	FY 25-26 Projected	FY 26-27 Projected
Beginning Fund Balance	**$ 3,514,245**	**$ 3,184,195**	**$ 3,888,530**	**$ 3,834,694**	**$ 3,663,463**	**$ 3,356,914**	**$ 2,894,612**
Health and Dental Premium- City	$ 4,333,000	$ 4,333,000	$ 4,333,000	$ 4,549,650	$ 4,777,133	$ 5,015,989	$ 5,266,789
Health and Dental Premium- Other	$ 766,357	$ 766,357	$ 766,357	$ 804,675	$ 844,909	$ 887,154	$ 931,512
Other Revenues	$ 532,000	$ 532,000	$ 532,000	$ 532,000	$ 532,360	$ 532,731	$ 533,113
Total Revenues	**$ 5,631,357**	**$ 5,631,357**	**$ 5,631,357**	**$ 5,886,325**	**$ 6,154,401**	**$ 6,435,874**	**$ 6,731,413**
Claims	$ 3,367,418	$ 3,536,071	$ 3,785,648	$ 4,040,326	$ 4,312,565	$ 4,603,232	$ 4,913,490
Other Expenditures	$ 1,410,721	$ 1,390,951	$ 1,899,545	$ 2,017,230	$ 2,148,386	$ 2,294,944	$ 2,458,858
Total Expenditdures	**$ 4,778,139**	**$ 4,927,022**	**$ 5,685,193**	**$ 6,057,556**	**$ 6,460,951**	**$ 6,898,175**	**$ 7,372,348**
Net revenue (loss)	$ 853,218	$ 704,335	$ (53,836)	$ (171,231)	$ (306,549)	$ (462,301)	$ (640,935)
Ending Fund Balance	**$ 4,367,463**	**$ 3,888,530**	**$ 3,834,694**	**$ 3,663,463**	**$ 3,356,914**	**$ 2,894,612**	**$ 2,253,677**
FB % to Expenditures	**91.41%**	**78.92%**	**67.45%**	**60.48%**	**51.96%**	**41.96%**	**30.57%**

I.T. Support Services Fund – Financial Overview

- Supports City Wide information technology infrastructure and networks
  - Capital Outlay
    - Proposed budget amendment: $478,666
      - Two servers and two firewalls for City Hall and Police Station
    - ERP System
      - FY2022-23 - $807,510 (implementation cost)
      - FY2023-24 - $798,162 (implementation cost)
      - FY2024-25 - $259,896 – (annual maintenance cost)
  - Supplemental Request - $599,986
    - System Analyst - $109,835
    - System and network improvements – $491,151

I.T. Support Services Fund – Financial Overview

	FY 21-22 Budget	FY 21-22 Estimate	FY 22-23 Projected	FY 23-24 Projected	FY 24-25 Projected	FY 25-26 Projected	FY 26-27 Projected
Beg Fund Balance	**$ 312,828**	**$ 732,137**	**$ 439,535**	**$ 164,589**	**$ 259,911**	**$ 631,408**	**$ 889,490**
Contribtuions	$ 4,924,781	$ 4,924,781	$ 5,200,000	$ 4,600,000	$ 4,600,000	$ 4,600,000	$ 4,800,000
Other Revenues	$ 133,323	$ 142,000	$ 140,000	$ 140,000	$ -	$ -	$ -
Total Revenues	**$ 5,058,104**	**$ 5,066,781**	**$ 5,340,000**	**$ 4,740,000**	**$ 4,600,000**	**$ 4,600,000**	**$ 4,800,000**
Personnel	$ 1,372,740	$ 1,366,897	$ 1,524,130	$ 1,579,933	$ 1,637,812	$ 1,697,846	$ 1,760,116
Operations	$ 1,900,397	$ 1,706,809	$ 2,265,740	$ 2,002,704	$ 1,977,936	$ 2,027,574	$ 2,078,700
Capital outlay	$ 1,607,580	$ 2,285,677	$ 1,225,090	$ 725,202	$ 259,896	$ 259,896	$ 259,896
Budget Amendment	$ 478,666	$ -	$ -	$ -	$ -	$ -	$ -
Supplemental	$ -	$ -	$ 599,986	$ 336,839	$ 352,858	$ 356,603	$ 378,246
Total Expenditures	**$ 5,359,383**	**$ 5,359,383**	**$ 5,614,946**	**$ 4,644,678**	**$ 4,228,502**	**$ 4,341,918**	**$ 4,476,959**
Change in Fund Balance	$ (301,279)	$ (292,602)	$ (274,946)	$ 95,322	$ 371,498	$ 258,082	$ 323,041
Ending Fund Balance	**$ 11,549**	**$ 439,535**	**$ 164,589**	**$ 259,911**	**$ 631,408**	**$ 889,490**	**$ 1,212,531**

Solid Waste Fund – Financial Overview

- Proposing no rate increase in FY2023
- Projecting rate increase of 5% for FY2024-2027
  - Covers maximum increase per contract based on consumer price index and fuel base cost
  - 5% increase in solid waste rates will be an average cost of $2.50
- Growth rate 2%
- Refuse and recycling operations are outsources to Waste Connections – 5 year contract
  - Expires May 30, 2024
  - Projecting 10% contract rate increase for FY2023 and 3% for FY2024-2027
  - New contract will determine future rate increases

	FY 21-22 Budget	FY 21-22 Estimate	FY 22-23 Projected	FY 23-24 Projected	FY 24-25 Projected	FY 25-26 Projected	FY 26-27 Projected
Beginning Fund Balance	**$ 1,401,132**	**$ 1,344,332**	**$ 1,002,358**	**$ 541,147**	**$ 237,995**	**$ 80,523**	**$ 84,337**
Total Revenues	$ 3,356,609	$ 3,351,609	$ 3,418,441	$ 3,654,532	$ 3,918,942	$ 4,202,521	$ 4,503,160
Total Expenditures	$ 3,673,177	$ 3,693,583	$ 3,879,652	$ 3,957,684	$ 4,076,414	$ 4,198,707	$ 4,324,668
Net Revenue (loss)	$ (316,568)	$ (341,974)	$ (461,211)	$ (303,152)	$ (157,472)	$ 3,815	$ 178,493
Ending Fund Balance	**$ 1,084,564**	**$ 1,002,358**	**$ 541,147**	**$ 237,995**	**$ 80,523**	**$ 84,337**	**$ 262,830**

Cemetery Funds- Three Funds

- Cemetery Operations Fund
  - Ongoing Maintenance
  - Proposed FY2023 Ending Fund Balance - $222,971
- Cemetery Endowment Fund
  - State law requires that 15% of principal lot sales be kept in an Endowment Fund
  - Proposed FY2023 Ending Fund Balance - $164,625
- Cemetery Royalties Fund –
  - Natural gas royalties to be used for cemetery capital improvements
  - Cemetery Expansion - $993,799
  - FS 16 Memorial - $93,017

TIF Fund 2
Financial Overview

Tax Increment Finance Reinvestment Zone Number Two (TIF #2)

- Issue approximately $3,200,000 in CO bonds for the Ellison Street Project – FY2022
  - Ellison Street Parking Lot Re-Development
  - Construction of City's own office space in the Ellison Street Project Development
    - Including police store front substation
- Propose issuance of $1,400,000 in CO bonds - FY2023
  - Complete Ellison Street Parking Lot Re-Development

TIF Fund 2 – Financial Overview

Tax Increment Finance Reinvestment Zone #2:

	FY 21-22 Budget	FY 21-22 Estimate	FY 22-23 Projected	FY 23-24 Projected	FY 24-25 Projected	FY 25-26 Projected	FY 26-27 Projected
Beg Fund Balance	**$ 636,189**	**$ 824,283**	**$ 809,124**	**$ 959,955**	**$ 911,624**	**$ 644,229**	**$ 520,166**
TIF 2 Revenues	$ 955,938	$ 976,680	$ 1,176,147	$ 1,292,782	$ 1,421,051	$ 1,562,116	$ 1,717,257
Total Revenues	**$ 955,938**	**$ 976,680**	**$ 1,176,147**	**$ 1,292,782**	**$ 1,421,051**	**$ 1,562,116**	**$ 1,717,257**
Operating	$ 552,214	$ 598,289	$ 630,766	$ 695,963	$ 915,096	$ 913,028	$ 932,835
Debt Service	$ 393,550	$ 393,550	$ 394,550	$ 645,150	$ 773,350	$ 773,150	$ 772,550
Total Expenditures	**$ 945,764**	**$ 991,839**	**$ 1,025,316**	**$ 1,341,113**	**$ 1,688,446**	**$ 1,686,178**	**$ 1,705,385**
Change in Fund Balance	$ 10,174	$ (15,159)	$ 150,831	$ (48,331)	$ (267,396)	$ (124,062)	$ 11,872
Ending Fund Balance	**$ 646,363**	**$ 809,124**	**$ 959,955**	**$ 911,624**	**$ 644,229**	**$ 520,166**	**$ 532,038**
FB% to Expenditures	68.34%	81.58%	93.63%	67.98%	38.16%	30.85%	31.20%

Questions / Comments

City of Burleson

City Council

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

AGENDA INFORMATION SHEET

DEPARTMENT:	**City Manager**
DATE:	**06/20/2022**

SUBJECT

Receive a report, hold a discussion, and give staff direction regarding the use of a third party consultant to conduct an analysis of the Burleson Police Department for future staffing and facility needs. *(Staff Presenter: Tommy Ludwig, Deputy City Manager)*

Attachments

Council Memo
Presentation
Proposal

Respectfully submitted:

Tommy Ludwig
Deputy City Manager
817-426-9623

DEPARTMENT MEMO

DEPARTMENT: **City Manager's Office**

FROM: **Tommy Ludwig, Deputy City Manager**

MEETING: **June 20, 2022**

SUBJECT:

Receive a report, hold a discussion, and give staff direction regarding the use of a third party consultant to conduct an analysis of the Burleson Police Department for future staffing and facility needs. *(Staff Presenter: Tommy Ludwig, Deputy City Manager)*

SUMMARY:

On June 2, 2022 an operational overview of the Police Department and its' proposed FY22-23 budget was provided to the City Council. During the discussion, questions were raised regarding the need to potentially engage a third party consultant to verify that the Police Department's procedures, and staffing model align with industry best practices and the spacing needs associated with the proposed Police Headquarters expansion. As a result, staff has engaged Matrix Consulting Group, and requested a professional services proposal associated with the proposed analysis.

Matrix Consulting Group specializes in the analysis of organization, staffing, deployment, scheduling, resource and management planning, and has worked with over 400 police departments across the country since 2002. The following elements have been included in the Matrix proposal:

- Evaluation of current and future staffing needs, and verification that core services are keeping pace with current and anticipated service demands, based on existing population and projected growth.

- Evaluation of management procedures, including training, retention, and recruitment practices, and organizational structure to ensure they align with industry standards, and that community expectations are met.

- Evaluation of the space needs of the proposed facility expansion, and determination if substation facilities are needed, based on current and anticipated service demands.

- Evaluation of the need, cost effectiveness, and feasibility of a city owned and operated holding facility.

Staff will seek direction from the City Council if they would like to authorize the study. Should the Council give direction to proceed, the item will appear on the July 5, 2022 City Council Agenda for formal approval.

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

Not applicable

FISCAL IMPACT:

Not applicable

STAFF CONTACT:

Name: Tommy Ludwig
Department: City Manager's Office
Email: tludwig@burlesontx.com
Phone: 817-426-9623

THE CITY OF BURLESON TEXAS

Burleson Police Department

Staffing, Best Practices, & Facility Analysis

June 20, 2022

Tommy Ludwig, Deputy City Manager

Operational Overview & Budget Presentation

- On June 2, the Police Department presented an operational overview and the proposed FY22-23 budget
- During the discussion, questions were raised regarding the need to possibly engage a third party consultant to:
  - Review and verify that the Department's staffing model aligns with best practices
  - Review and verify the spacing needs associated with the proposed headquarters expansion
  - Review substation feasibility

Proposal

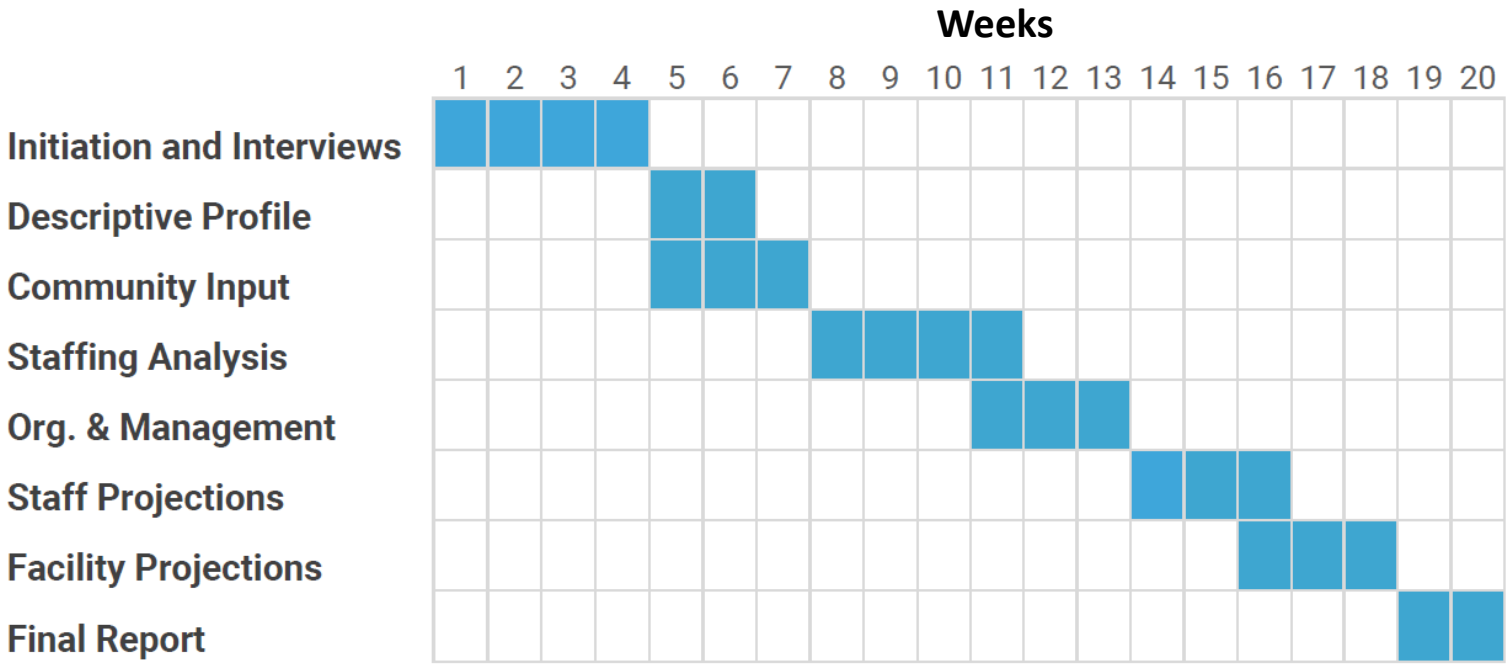
- In response to the City Council's discussion, staff engaged Matrix Consulting Group and requested a proposal for the possible scope of work
- Matrix specializes specifically in local government analysis, and has worked with over 400 police departments nationally
- Their areas of expertise include
  - Staffing
  - Deployment
  - Scheduling
  - Resource and management planning
  - Best practices implementation

Scope of Work

- The draft proposal from Matrix includes the following elements:
  - Evaluation of current and future staffing needs, and verification that core services are keeping pace with current and anticipated service demands, based on existing population and projected growth
  - Evaluation of management, training, retention, and recruitment practices, and organizational structure to ensure they align with industry standards, and that community expectations are met
  - Evaluation of the space needs of the proposed facility expansion, and determination if substation facilities are needed, based on current and anticipated service demands
  - Evaluation of the need, cost effectiveness, and feasibility of a city owned and operated holding facility

Cost and Timeline

- The cost associated with the proposed scope of work is $100,000
- Estimated timeline to complete the analysis is approximately 5 months



Procurement

- Staff has conferred with the Deputy City Attorney, and determined the proposed scope of work is a professional service
  - Competitive proposals or bids are not required for professional services
  - Selection is based upon qualifications of firm
  - Staff has determine that Matrix is more than qualified to perform the proposed scope of work, having performed similar analyses in:

- Austin	- Boerne (in progress)
- Cedar Hill (in progress)	- Denton
- Fort Worth	- Kyle
- Lewisville	- San Antonio

Direction and Next Steps

- Staff requests that the City Council provide direction regarding if they would like to pursue the analysis
- Should the Council wish to proceed, staff requests confirmation that the proposed scope of work accurately reflects Council's direction, and addresses outstanding questions or concerns
- If directed to move forward with Matrix, an item will appear on the July 5th City Council Agenda to formally approve the work
- Staff anticipates reviewing qualifications for architectural services in conjunction with this analysis
- A contract for architectural services will be presented in early fall for consideration
  - Initial architectural work will proceed while study is being finalized

Questions / Comments

Proposal to Conduct a Police Department Staffing and Facility Study

BURLESON, TEXAS

June 14, 2022

matrix consulting group

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matrix consulting group

June 14, 2022

Bryan Langley
City Manager
City of Burleson
141 W Renfro Street
Burleson, TX 76028

Dear Mr. Langley,

The Matrix Consulting Group is pleased to submit our proposal to conduct an Operational Staffing and Facility Study for the Burleson Police Department. We are comprised of highly experienced management consultants, specializing in law enforcement services. This proposal is based on conversations last week with you and the Police Chief, our background research on the City and its Police Department as well as our experience conducting comparable studies in Texas and around the country.

We have extensive experience with similar assessments for over 400 police departments in Texas and across the country (as well as in Canada). Our firm has assisted police and municipal managers with improving department management, organizational structure, staffing and operations. The following table provides a partial list of recent police studies:

Asheville, NC	Glendale, WI	Peoria, AZ
Austin, TX	**Glenn Heights, TX**	Raleigh, NC
Birmingham, AL	**Kyle, TX**	Sacramento, CA
Buda, TX	**Lewisville, TX**	Salt Lake City, UT
Columbia, MO	Los Angeles, CA	**San Antonio, TX**
Davenport, IA	Miami Beach, FL	San Francisco, CA
Denton, TX	Midwest City, OK	San Jose, CA
Elko, NV	O'Fallon, MO	**Sunnyvale, TX**
Fair Oaks Ranch, TX	Oshkosh, WI	Tacoma, WA
Fort Worth, TX	Ossining, NY	**Travis County, TX**

In addition, we are currently completing law enforcement studies for **Boerne, Cedar Hill and Texas City TX**, Madison and Milwaukee WI.

All staff for our proposed team are highly experienced, having conducted hundreds of

police service studies, including each of those listed above. Our highly qualified team includes:

- **Richard Brady**, with over 40 years of police analytical experience working with over 400 law enforcement agencies throughout the country and in Canada. He would be involved in every facet of the project.
- **Ian Brady**, a Vice President with 10 years of experience in law enforcement consulting; he leads our police consulting practice and has developed all of the firms deployment and staffing models.
- **Devon Clunis**, a Senior Manager with over 30 years of experience as a consultant and transformational police professional, including chief in Winnipeg (MB) and recent head of Ontario's Inspectorate of Policing.
- **John Scruggs**, a Manager, and former Portland Police Bureau senior manager, has over 26 years of law enforcement experience. He co-authored legislation on body worn cameras in Oregon.
- **Kelli Sheffer**, a Manager, has 30 years of law enforcement experience. She has served in all facets of law enforcement, both in civilian and sworn roles.
- **Aaron Baggarly**, a Senior Manager who works in our public safety services practice and focuses on resource and facility needs.
- **Ryan Peterson**, a Consultant, specializes in GIS capabilities and has over five years of experience in conducting geospatial analysis for local governments.

We appreciate the opportunity to submit this proposal on this important project for the City. If you have any questions, please do not hesitate to contact me by phone at 650.858.0507 or by email at rbrady@matrixcg.net.

Richard P. Brady

President
Matrix Consulting Group

2 Project Understanding and Approach

In this section of the proposal is provided our work approach for this study.

1. Summary of Our Approach to Conducting Studies on Policing

Our firm's reputation is based on providing detailed analysis through extensive data collection, input, and interaction with our clients. The cornerstone of our philosophy in conducting organization and management studies is summarized in the following points:

- **A principal of the firm is always involved on each project.** For this project, we would commit the President of the firm as Project Executive and a Vice President as Project Manager. We have also assigned several of our Senior Managers.
- **We approach our projects with a firm grounding in formal analytical methodologies**. All impacts are identified and analyzed in detail to ensure that recommendations are implemented and our clients (and the public they serve) can understand the reasons for recommended changes. This is achieved by:
  - Use of proven project management techniques.
  - Input from staff through interviews and surveys.
  - Detailed data collection and analysis derived from primary sources.
  - Extensive internal reviews of facts, conclusions, and recommendations.
  - Detailed implementation plans.
- **We have developed strong project management techniques** to ensure that the study progresses on schedule at the desired level of quality:
  - Our team would be led by the President and Vice President who lead our police consulting practice.
  - All project work activities are defined in advance and tied to each project team member, deliverables, the schedule and the budget.
  - The project manager develops general and project specific data collection plans and interview guides for all our staff.
  - Project team and client expectations and results are managed on a continual basis by utilizing formal project schedules and reporting.
  - The project manager designs and personally reviews all work products.

- We will establish progress meetings to review interim deliverables and findings as they are developed. This approach to collaboration will ensure no surprises and provide multiple opportunities for input.

These project management approaches have resulted in all our projects being delivered at a high level of quality, on time and on budget. We are known for the depth and insight of our analysis and our client responsiveness.

2. Background to and Scope of Work for the Study

The City of Burleson has requested a study of its Police Department to ensure core services are keeping pace with growth, and to adjust staffing to match service demands. The City is seeking a neutral and experienced perspective from a third-party consultant, whose analysis will identify recommendations based on core services, yet allowing or potential options for efficient service delivery.

The context for this study is also very relevant. The City recently bonded for the development of new police facilities. A previous space study underscored the need for such new facilities and provided an estimate of the amount of space needed and the costs.

Finally, law enforcement today needs to demonstrate to the communities that they support that they meet more holistic goals of effectiveness, whether based on "21st Century Policing" goals or emerging best practices. This includes policies, training, recruitment and retention, supervision and leadership.

Key outcomes associated with this study include:

- Evaluating current and future staffing needs, including the tools needed for that future analysis.
- Evaluating management policies and practices to ensure that community expectations are met.
- Evaluating the space needs for new police facilities, including its administrative headquarters and the potential for a substation.
- Evaluate options of building a jail as part of a new police facility or regional options for the City's booking facility. Currently, the City uses Mansfield's jail.

In today's environment, the expectations of the public are critical, their voices should be heard. We are proposing a community input process including two (2) focus group meetings.

3. Project Task Plan

The following task plan outlines our plan to conduct the study, including each interim deliverable leading to the final report.

Task 1 | Project Kickoff and Interviews

In order to conduct the study of the Burleson Police Department, the project team will first develop an initial understanding of the department and its service environment, as well as seek input on existing service levels and potential issues from department managers and key stakeholders. This task allows for an opportunity to learn about the unique characteristics, policing programs, and services provided by the department. This process includes the following elements:

- Conduct interviews with the chief, command staff, the City Manager and elected officials in order to obtain their views on police service issues and improvement opportunities, as well to confirm the goals and objectives of the study.
- Conduct a kickoff meeting with the project review committee, including a review of project objectives, approach, interim deliverables, and schedule.
- Conduct additional one-on-one interviews with Burleson Police Department personnel in order to develop our understanding of the agency's organization, unique characteristics, service levels, and issues.
- Augment employee interviews with an anonymous employee survey for everyone to provide input to the study at its outset.
- Interview contacts within the department to start the data collection process in that area and identify other key contacts within the organization.
- Conduct interviews with other internal (City) stakeholders and external ones (community leaders).
- Contact Mansfield and other neighboring cities for potential interest in a new regional jail facility.

These initial interviews will focus on determining individual attitudes toward current law enforcement services and organizational considerations, including the following topics:

- Adequacy of existing service levels.
- Management systems.
- Responsiveness to community priorities and other service needs.
- Resource constraints and contributing factors.

- Potential for long-term changes and development.

The project team will also begin to collect various documents, including departmental goals, vision, and objectives statements, as well as other organizational materials and budgetary documents. We will also review the facility planning work done to date.

> TASK RESULT
>
> Based on the results of these interviews and initial data collection, the project team will prepare an issues list that will provide the basis for subsequent analytical steps. The project team will also summarize the results of the employee survey once that process is complete.

Task 2 | Descriptive Profile of the Police Department

The project team will document its initial understanding of the department, its service levels, staffing, and service environment in a descriptive profile of the Burleson Police Department. The profile will also present workload data, preliminary analysis, organizational charts, salaries and compensation, deployment schedules, and a summary of key characteristics and dynamics of the community.

A primary aim of developing the descriptive is to provide a foundation for subsequent analysis by ensuring the accuracy of our assumptions and understanding of key details.

For each divisions and unit within the department, the descriptive profile will detail

- Current (filled) and authorized staffing levels by classification.
- Key responsibilities and duties for each unit, command staff, and unique role within the department, including all administrative and support units.
- Organizational structures and reporting relationships.
- Deployment structures of field services, including for patrol:
  - Detailed visualization and tables showing the current shift schedule, including personnel assigned to each, start times, and workday rotations.
  - Areas of geographic responsibility.
- For investigative units, total caseloads, a description of case management practices, and case assignment processes.
- For administrative and support functions, workloads and service levels, technology in use, allocation of collateral roles, and division of responsibility between the City and the Department.

- In this task we will also document the facility size, functional allocation of space, and issues, including the booking facility in use.
- Document the use and costs of booking arrestees in the Mansfield jail, including trends in bookings, average daily stays, and costs.

The draft document will be reviewed with the project team, with corrections and revisions being made thereafter. This meeting will also provide an opportunity to discuss initial observations and findings, coordinate any remaining data collection needs, and discuss the next steps of the project.

TASK RESULT

A descriptive profile will be created, detailing the staffing, workload levels, and deployment schedules of the department, as well as any key characteristics of the service environment.

Task 3 | Community Input

The past two years have shown that the community wants its voice heard directly. This study is a critical component in providing a forum for the consultants to hear feedback from the public and employees and develop constructive strategies around this feedback.

In this task, the project team will hold two (2) community meetings and develop a statistically valid survey of the community. Our proposed approach to these is described below.

Legitimacy and Trust:

What does the community expect when calling the department for assistance? Do they expect the officer(s) to be courteous and respectful? Do they feel safe doing so?

Engagement and Communication

Does the community feel that the BPD is transparent in investigations, including officer-involved shootings? Do sufficient avenues exist for the community to express its concerns?

Community Priorities

What public safety priorities does the community want the department to focus on? Are the issues the Police Department focuses on aligned with the community's priorities?

The focus group meetings could either be in person or virtual, depending on the public health situation at the time (or both). The City would promote these meetings on its social media platforms and website.

TASK RESULT

The project team will gather community input to better understand their views on Police Department services and issues. We will summarize this input.

Task 4 | Analysis of Workloads and Staffing

The project team will develop a comprehensive analysis of staffing needs for every function of the department, as well as strategies achieving the best use of existing resources. While different analytical factors and processes are used to determine staffing needs for each function, the project team will examine strategies for deploying, allocating, and managing the operations of personnel around a number of key considerations:

For every function, the analysis will focus on the ability of staffing levels to achieve targeted service levels and support effective operations management, such as:

- Key workload drivers and processes for administrative and support functions.
- Are spans of control within targeted ranges for individual functions?
- Are controls for overtime usage adequate, and what are the key drivers of overtime by type (e.g., to backfill, staff special events, etc.)?

The following subsections provide examples of how we look at several key functions within the Department.

(1) Patrol Workload, Proactivity, and Staffing

Analysis of community-generated calls for service using computer aided dispatch data is central to this effort. project team will determine current service levels through:

- Analysis of patrol workload, including at the following levels:
  - Calls for service by hour and weekday, month, area, priority level.
  - Response and travel times by priority level and call classification.
  - Total spent handling calls by primary and backup units by time and area.
  - Factors and assumptions for other workload factors, such as report writing.
- Patrol self-initiated activities and community engagement strategies, including:

  - Self-Initiated activities by hour and weekday.
  - Trends in types and frequency in which self-initiated activities are generated.
  - Relationship between uncommitted time and officer-generated activity.
  - Analyze jail transport and booking times currently incurred.
- Determine patrol staffing needs, both overall and at the level of each patrol division and shift, based on workloads and targets for proactivity.
- Evaluate the current shift schedule from the perspectives of how well deployments in time match variations in daily workloads as well as the 'desirability' of the shift in terms of officers' quality of life.
- The project team will analyze issues associated with the geographic deployment structure, including whether it is able to equalize workloads and proactive capabilities and meet minimum service level objectives.
- Analyze patrol supervisory staffing needs based on span of control and the impact of the administrative workloads handled by sergeants and ability to be in the field.
- This study needs to explore the need for and options for delivering services in an alternative manner. These efforts could include critical mental health response in partnership with other service providers as well as responses to very low priority calls by civilian paraprofessionals.

The following pages provide examples of the firm's approaches to analyzing crime, calls for service, and patrol proactivity/unallocated time

Analysis of Patrol Proactive Capabilities at Specific Times

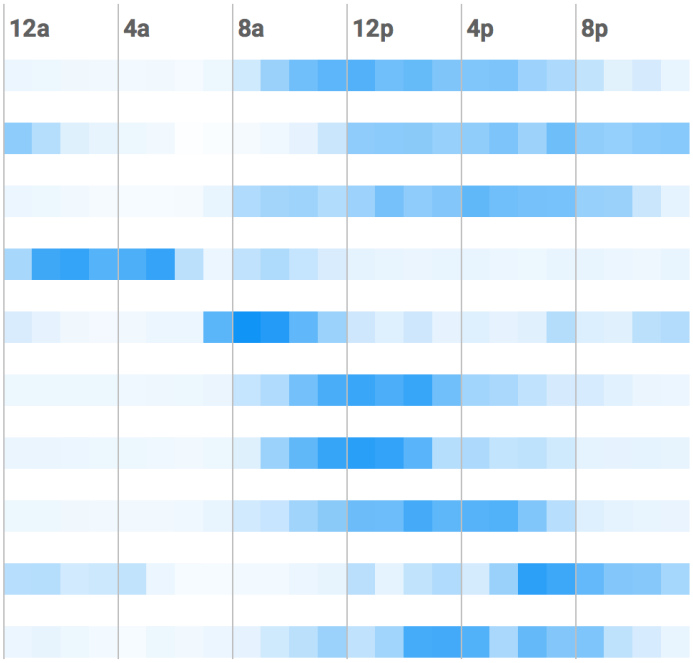
Analysis of patrol proactivity (or % of uncommitted time) at a detailed level is able to show whether the strategies for deploying resources are able to most efficiently provide resources against workload levels as they vary throughout the day and week:

Time	# Units	S	M	T	W	Th	F	Sa	Overall
2am-6am	31.4	15%	59%	55%	58%	57%	46%	26%	45%
6am-10am	37.0	57%	47%	46%	46%	49%	47%	52%	48%
10am-2pm	38.9	19%	-1%	3%	5%	5%	1%	8%	6%
2pm-6pm	73.6	46%	38%	36%	34%	33%	37%	41%	43%
6pm-10pm	52.3	15%	8%	14%	10%	14%	7%	17%	16%
10pm-2am	53.6	8%	35%	29%	37%	34%	28%	9%	35%
Overall	47.8	32%	33%	33%	34%	34%	30%	30%	32%

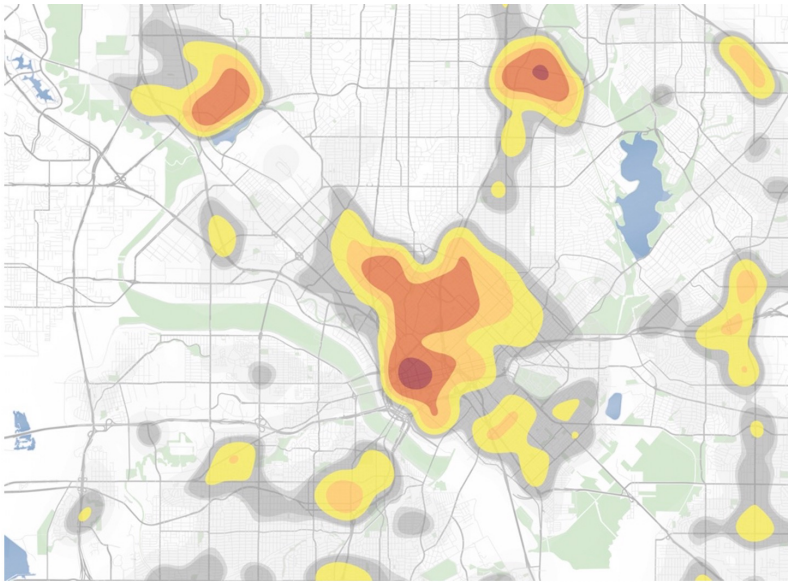
Incident/Crime Occurrence Trends

Analysis of when specific incident types and crimes occur provides insight on whether the right types of resources are deployed at certain times of the day:

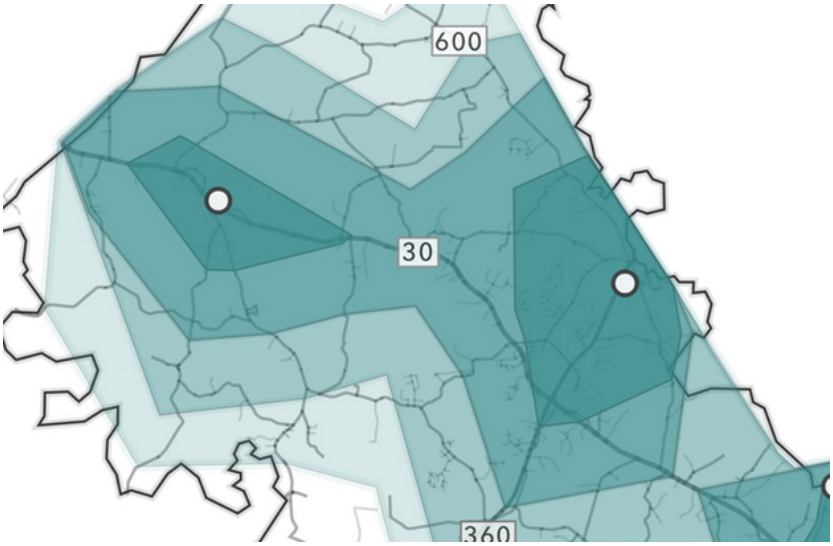
Incident Type	# CFS	Time
INFO/DETAIL	12,966	39.7
DISTURBANCE	8,986	35.6
SUSPICIOUS PERSON	5,620	34.8
WATCHORDER	3,819	25.1
ALARM/AUDIBLE	3,719	25.0
PHONE REPORT CALL	3,297	20.2
THEFT	3,132	55.6
ACCIDENT	2,986	76.8
ASSAULT/BATTERY	1,423	67.9
ACCIDENT/INJURY	792	86.9
All Other Types	9,901	69.3
Total	**56,641**	**44.9**



Response Time and Capabilities



Identification of call hotspots to determine emerging service needs



Response time analysis for emergency incidents

(2) Investigations

The analysis of investigations workload and staffing needs incorporates input received from the interviews conducted with supervisors and line level detectives, comprehensive collection of data to examine caseloads and associated workloads, as well as a review of participation in specialized regional task forces. Through this process, the project team will develop an analysis of staffing needs for all investigative functions, including review of the following:

- Case assignment and screening.
- Management of versus inactive cases.
- Average workloads by detective in each investigative unit.
- Coordination with patrol and records.
- Average time from initial report, assignment of the case, and start of work.
- Solvability factors and work priority management.
- Division of case types by unit – are investigations too generalized or specialized given workloads, service levels, and investigative outcomes?

(3) Administrative and Support Functional Areas

Examples of other administrative and operational support functions in the Department that would be evaluated include:

In **professional standards / internal affairs**, evaluation of the transparency of the process, how the investigations of complaints is expedited.

In **records and support services**, the analysis will focus on hours of coverage, scheduling, and technology.

In **recruitment and training**, how does the BPD identify strong candidates to reflect not only technical abilities but also ethical and engagement needs with the community? How does training in the academy and annual in-service training reinforce this?

In **property and evidence**, are processes consistent with best practices (e.g., managing the chain of custody, audits, purging, etc.), are the facilities and access to them secure, what technology is in place?

> TASK RESULT
>
> The project team will develop an interim deliverable report that provides a comprehensive analysis of the workload and staffing needs of each unit in the department.

Task 5 | Review Departmental Organization and Management

The project team would evaluate departmental organizational structure and management systems with special emphasis on the elements described below.

- The Department's organization would be evaluated in terms of:
  - Gaps and duplication in responsibility
  - Rank structure
  - Spans of control
  - Functional alignments
  - Opportunities to civilianize administrative functions or their supervision.
- The Department's management would be evaluated in terms of how they compare to 'best' or 'emerging' practices in the following areas:
  - Policies and procedures, for example policies relating to use of force.
  - Training of new recruits, field training, and in service training.
  - Community engagement and programming, for example, for youth.
  - Personnel management, including labor relations.

In addition to these organizational considerations, are services and functionality considered from a shared service perspective wither internally (i.e., within the City) or externally (i.e., other police departments in the region).

TASK RESULT

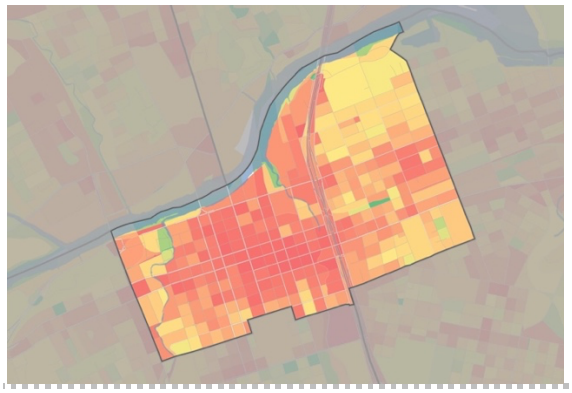
The analysis of the Department's organizational structure and management systems would be developed and reviewed.

Task 6 | Police Department Staffing Projections for the Next 20 Years

The unique factors of a community shape the service environment that public safety personnel operate in. The modeling system we have developed to determine the impacts of development and growth on police service demands is the combined product of using advanced technical capabilities and our experience in working with local government clients.

Key aspects of the model employed to create an accurate and defensive model for planning service and personnel needs include the following:

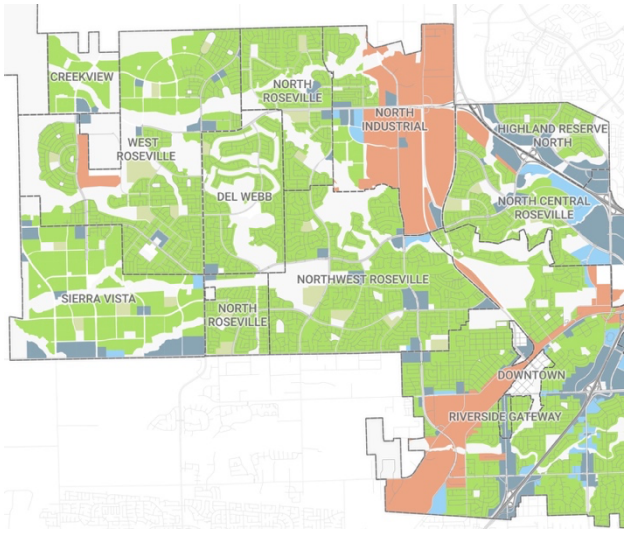
Illustrative Factors Considered to Project Future Staffing Needs



Geographic Analysis of Service Needs

In order to model the effects of the anticipated growth in Burleson, it is critical to understand the rates at which existing and similar developments generate workloads and other public safety service needs.

Our analysis will utilize a GIS approach to examine geospatial trends in service demand.

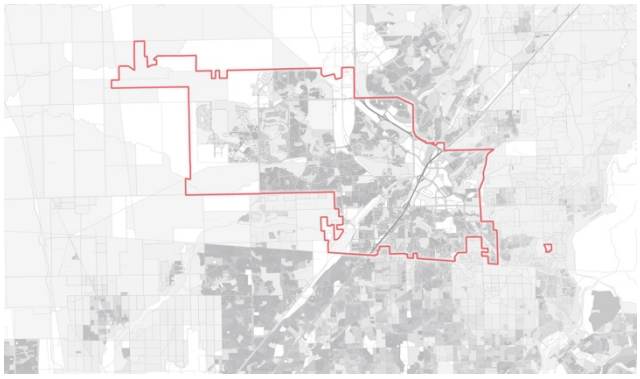


Land Use and Redevelopment

Different types of residential, commercial, and industrial zoning spaces have unique impacts on public safety service needs.

We will meet with planners to understand how land is used currently, as well as the configurations of any anticipated development and redevelopment, in order to accurately model how these needs will evolve.

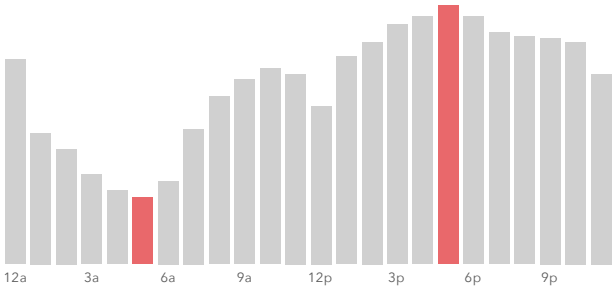
The data collected from the City's Community Development Department and other resources (e.g., from Deschutes County) will form the basis of our GIS model of how police service needs will evolve over the projection timeframe.



Regional Interactions

Understanding the context of the community within its surrounding region is essential to forecasting its planning needs.

This includes developing an understanding of factors such as the daytime working population and effects on field resource demands.



Workload-Based Projections

Rather than base projections for future staffing and operational needs on a simple ratio such as officers per capita, our analysis builds staffing needs from how workload is changing – whether driven by calls for service, investigative cases, or reports and administrative workloads for staff.

Data collected for the analysis of projected service and personnel needs includes:

- CAD data (up to the past three years if current CAD system has been in place for that timeframe)
- Supporting information for CAD analysis (e.g., unit code and incident type lists, patrol schedules, incident report totals, arrest and booking totals)
- UCR/NIBRS (up to the past three years; including location coordinates if data systems allow)
- Planning and land use GIS shapefiles (preferably including information such as commercial space, housing unit counts, and other key data)
- Information on planned developments, including expected timeframes for completion when possible

The project team will collect other publicly available data used for the analysis, such as road networks, census data, and geographical features.

The results of the operational service needs and staffing projections will be developed into an interim deliverable that provides comprehensive projections for service and staffing needs for each police function.

For the jail, this task will result in projections of bookings to be used in the next task on the feasibility of constructing a new municipal or regional jail. However, regional planning would be contacted for regional population projection estimates.

TASK RESULT

The analysis will result in an interim deliverable that comprehensively projects police operational service and staffing needs over the next 20 years.

Task 7 Forecast Spatial Needs for the Next 20 Years, Including an Analysis of the Feasibility of Operating a Municipal or Regional Jail.

The project team will work with the Police Department and City staff, and based on the analysis in the previous tasks, to develop future staffing needs and projections regarding operational space needs to accommodate future operations. To set the stage for this analysis, the project team will review the space planning work conducted to date.

Police Facilities

The first step in projecting space needs is to evaluate current space allocations. Determining current space allocation is critical, especially as it relates to if current operations need more (or less) space. Furthermore, the project team will develop space ratio per staff member based on operation type (e.g. 200 square feet per employee for mid managers).

The current ratio of space allocation per staff will be compared to space standards the project team has composed from various sources including the General Services Administration, International Chiefs of Police, and our experience.

The project team will develop space standards that are applied specifically to each function. This includes both workspace, storage, and shared areas such as conference rooms, lobbies, lockers, evidence, training, briefing and report writing areas, public counters, etc. Space standards will be applied to projected staffing needs to determine corresponding future space needs.

The impact of additional police officers and potential interest in regionalization relating to training, including a range, will receive special attention.

Finally, in the future, a remote facility or a substation may be required. The study will evaluate these options and provide guidance on the best approach – for example, major facility or community contact point; built or leased.

Our holistic approach to projecting space needs builds on the foundation of staffing needs and current operational approaches. Current and future operational approaches should drive future space needs and facility design. Some functions are performed more efficiently when in close proximity to other functions (both for staff and customers). As such, the need for functions to be in close proximity to other functions will also be considered when evaluating future spatial allocations and needs.

Jail Feasibility

Since Burleson currently contracts with the City of Mansfield to book and temporarily house its arrestees, the project team will develop an assessment of the feasibility of a City-operated facility on its own or in conjunction with a neighboring city or cities. The feasibility will be developed through the following approaches:

- Examine historical trends in bookings and project these consistent with expected changes in population described in Task 5. For a regional jail this would be accomplished for likely participants too.
- For the volume of anticipated arrestees in the planning period for both the City and any regional partners, the number of beds need to house average daily and average peak jail population levels.
- Develop a space plan that includes bed space needed for 20 years, based on Texas standards for a short term holding facility for general holding cells, booking and release space, storage, etc.
- Develop a staffing plan around this facility, plus supervisory, management and administrative functions. For line staff, develop an estimate of total staff required based on shift requirements and net availability.
- Based on regional compensation patterns for jailer classifications and calculate the costs of this.
- Estimate the costs of administration and support for the jail, including the indirect costs for the City for finance, human resources, risk management and liability, food, etc.
- For a regional option provide options for cost allocation.

The results of this will allow the City to compare costs of municipal or regional jail operations to the current approach. The analysis will include the advantages and disadvantages of the alternatives including the impacts of added liability.

TASK RESULT

Space projections will be provided in 5-year increments for each Police Department function; the results of the jail feasibility assessment including summary advantages and disadvantages of the alternatives.

Task 8 | Final Report

Following the staffing and organizational analysis, the project team will develop the draft final report. The report includes a comprehensive analysis of all items in the scope of work, along with timelines, impacts, and targets for implementing changes. It is comprised of the following:

- An executive summary, which includes an overview of the process used to conduct the study, key results, and a comprehensive list of all recommendations made in the report.
- Analysis of staffing resources, operations, and deployment for all police department functions, which includes:
  - Detailed analysis of current patrol workload, and staffing needs
  - Shift configuration and assignment optimization and alternatives.
  - The effectiveness and depth of approaches to alternative service.
  - Investigative workloads, specialization, and case management practices.
  - Support staffing, functionality, and organizational needs for every function.
- Evaluation of organizational structure and management including recommendations to address meeting any gaps between current approaches in policies, training, etc., and 'best' or 'emerging' practices.
- Staffing projections and tools to be utilized in the future by the Department and the City to determine staffing needs as workloads and service levels change.
- Facility needs and projections over the next 20 years to plan for needed amounts of space and the quality needed for efficient operations.
- Jail feasibility assessment compared to the existing approach and also including local only and regional options.

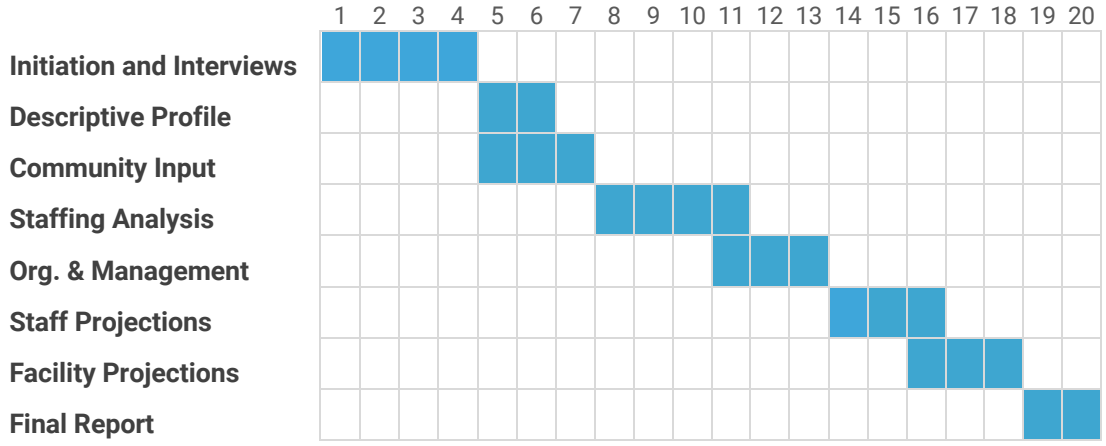
Following completion of the draft final report, the document will be reviewed with the project committee, and revisions will be made thereafter. Upon finalization of the report, the project team will be available to present the results of the study to the Burleson City Council and police department leadership – either virtually or in person, depending on the status of current health orders.

TASK RESULT

The project team will complete a draft report, which will be reviewed with the City. After revisions and modifications have been made, the project team will be available as to present the final report to the City Council.

4. Project Schedule

The schedule to complete the study would be 20 weeks. This schedule is shown below:



3 Project Team

Our police consulting team is an ensemble – we work together as one team on most of our projects. This is a choice of our firm – to develop and utilize a stable team of consultants on all of our projects. This has a major advantage over teams that are constructed on a per project basis – consistency in analysis, depth, and customer service.

Our proposed project Manager, Ian Brady, is a Vice President of the firm and leads our Police consulting practice. He is based in Portland, OR. He and all proposed staff are committed to the project and are available for its duration.

The following table provides abbreviated experience summaries for the proposed project team. Complete resumes are in the Appendix section of this proposal.

Richard Brady President, Project Executive	Mr. Brady has been providing management consulting services to municipalities for 40 years across all governmental functions, including over 300 law enforcement department clients, conducting costs and financial analysis, staffing, organizational and operational assessments, organizational structure reviews, feasibility studies, technology and equipment reviews, and performance audits. His Texas police consulting experience includes assessments for Arlington, Austin, Denton, El Paso, Fort Worth, Grand Prairie, Lewisville, San Antonio, Terrell, Texarkana, and Travis County. Additional recent projects are listed in his resume. He has a PhD from Oxford University and a BA from Cal State, Hayward.
Ian Brady Vice President Project Manager and Lead on Patrol and Projections	Ian Brady is a Vice President with the Matrix Consulting Group in our Police Services Practice. He has over 8 years of consulting experience during which time he has worked with over 100 law enforcement agencies. Mr. Brady develops the firm's staffing, scheduling, and statistical models. He recently was a lead consultant on police staffing studies in Texas for Austin, Denton, Lewisville, Fort Worth, Glenn Heights, and Travis County (TX). Additional studies are provided in his accompanying resume. He received his BA in Politics from Willamette University.

Devon Clunis
Senior Manager

Project Analyst on Community Engagement

Devon Clunis is a highly regarded policing professional with 35 years of combined policing and consulting experience. Mr. Clunis is recognized internationally as a thought leader in advancing policing excellence through a collaborative, community-centered approach.

Mr. Clunis served 29 years with The Winnipeg Police Service in Manitoba, Canada, retiring as Chief of Police in 2016. Most recently, he undertook the role of Inspector General of Policing in Ontario, overseeing the establishment of The Inspectorate of Policing in Canada's largest province, overseeing 45 police agencies and their corresponding Civilian Police Boards.

John Scruggs

Senior Manager
Project Analyst on Investigations

John Scruggs is a Senior Manager with the Matrix Consulting Group. He has a strong background in law enforcement, including having previously served as a Captain for the Portland Police Bureau. He has served in all facets of law enforcement during his 26-year career.

Mr. Scruggs was a member of our police department study teams in Texas for Denton, Lewisville, Fort Worth, Glenn Heights, Sunnyvale and Travis County. Recently, he also served Lower Saucon Township by acting as their interim police chief and assisted them in a recruitment for a permanent one.

Mr. Scruggs has a BA and MPA degrees from Portland State University.

Kelli Sheffer
Manager

Project Analyst on Administration

Kelli Sheffer is a consultant with Matrix Consulting Group and has over 30 years over years of law enforcement experience both as a civilian and sworn member in the Portland Police Bureau. She most recently served as a Patrol Division Commander overseeing 185 personnel. She has experience any every facet of police operations including personnel, investigations, traffic, K9, Emergency Management, PIO, Critical Incident Commander, Training and has served as a Crisis Negotiation Team Leader.

Kelli has additional in-depth experience in recruiting, the background process and employee discipline. She developed a use of force investigation and tracking protocol and has been active with several community outreach programs.

Aaron Baggarly
Senior Manager

Project Analyst on Facility Planning

Aaron Baggarly is a Senior Manager with the Matrix Consulting Group.

Mr. Baggarly has worked on over 100 local government studies including over 40 public safety related studies and was a member of our recent police department study teams for Anoka, Hennepin and Ramsay counties (MN), Kansas City (MO), and Kansas City / Wyandotte County (KS), Yarmouth (MA), Kyle and Lewisville (TX) Buckeye (AZ), and Lynnwood and Puyallup (WA).

Mr. Baggarly received a BS from Appalachian State University in Community and Regional Planning, minor in GIS; 2007

Ryan Peterson
Consultant

Data Analyst

Ryan Peterson is a Consultant with the Matrix Consulting Group, specializing in GIS and data analytics. He is based in Portland. He has over five years of experience in conducting geospatial analysis for local and regional governments, having previously worked for Portland and Beaverton.

Mr. Peterson has recently worked on police analytical projects for Los Angeles, Sacramento, San Francisco and West Sacramento (CA), Tigard (OR); Tacoma and Monroe (WA), Rockford (IL), Peoria (AZ), Mequon and Oshkosh (WI), Davenport (IA), Miami Beach and Orange County (FL).

He holds a BS in Geography/GIS from University of Oregon, as well as a GIS Graduate Certificate from Portland State University, and a certificate in programming from the Epicodus School.

4 Firm Qualifications

In this section of the proposal is provided a summary of our firm's experience and qualifications to conduct this study for the Burleson Police Department.

1. The Matrix Consulting Group

The Matrix Consulting Group was formed by senior consultants who created it in order to pursue a service in which the senior people actually do the work. Our only business focus is the provision of organization and management analytical services to local government. Our firm's history and composition are summarized below:

- We were founded in 2002. However, the principals and senior staff of our firm have worked together in this and other consulting organizations *as one team* for between 10 and 40 years.

- Our *only* market and service focus is management, staffing and operations analysis of local government. We are a full service that includes a combination of career public officials and consultants.

- While we provide a variety of services to local government our most significant service area is law services. The Matrix Consulting Group project team has conducted studies of more than 400 law enforcement agencies throughout the United States, including many recent studies in Texas.

- We are a national firm, headquartered in California with additional offices in the Dallas Metroplex, Portland (OR), St. Louis area, and Charlotte (NC).

We are proud of our track record in providing analytical assistance to local governments in general, and to police departments specifically.

2. Law Enforcement Experience

The Matrix Consulting Group has conducted over 400 police services studies in Texas and elsewhere throughout the country. Our services in police consulting are varied:

- Organization and staffing
- Deployment and scheduling
- Resource and management planning
- Implementation of 21st Century Policing concepts

Our experience includes the following illustrative agencies:

Asheville, NC	Glendale, WI	Peoria, AZ
Austin, TX	**Glenn Heights, TX**	Raleigh, NC
Birmingham, AL	**Kyle, TX**	Sacramento, CA
Buda, TX	**Lewisville, TX**	Salt Lake City, UT
Columbia, MO	Los Angeles, CA	**San Antonio, TX**
Davenport, IA	Miami Beach, FL	San Francisco, CA
Denton, TX	Midwest City, OK	San Jose, CA
Elko, NV	O'Fallon, MO	**Sunnyvale, TX**
Fair Oaks Ranch, TX	Oshkosh, WI	Tacoma, WA
Fort Worth, TX	Ossining, NY	**Travis County, TX**

In addition, we are currently completing law enforcement studies for **Boerne, Cedar Hill and Texas City TX**, Madison and Milwaukee WI.

3. References

We are providing references for five recent clients. We would be glad to provide additional references from any client in our history.

Denton, Texas

Police Department Staffing

Frank Dixon
Police Chief
(940) 349-8181
frank.dixon@cityofdenton.com

In this recently completed project, Matrix just developed a staffing and deployment plan for current needs as well as to meet the growing and changing demands of the City. Handling current and projected workloads also justified greater use of alternative response techniques, including civilian response, telephone and internet reporting.

Detectives were significantly understaffed too, resulting in high levels of cases deferred for investigation. However, case management approaches needed to be strengthened. Other recommendations included improved workload tracking.

Fort Worth, Texas

Police Department Staffing and Planning Study

Jesus Chapa
Assistant City Manager
(817) 392-6113
Jesus.Chapa@fortworthtexas.gov

Matrix developed a comprehensive analysis of current and projected staffing needs. The project team developed detailed GIS-based projections of population, housing, police service demand, and crime rates throughout the entire jurisdiction, using these to determine impacts on police staffing needs.

The project team identified the need for approximately 150 new positions to catch up with growth and another 250 over the next 10 years for projected growth. In addition, the project team recommended changes to operations management in investigations and in the deployment of resources to ensure that high call volume areas were adequately served.

Tacoma, Washington

Police Department Staffing

Tadd Wille
Deputy City Manager
(253) 591-5818
tadd.wille@cityoftacoma.org

Matrix CG developed a comprehensive analysis of current and projected staffing needs. In coordination with city and regional planning efforts, the project team developed detailed GIS-based projections of population, housing, police service demand, and crime rates throughout the entire jurisdiction, using these to determine impacts on police staffing needs.

Overall, the project team identified the need for approximately 150 new positions in the next fiscal year to catch up with growth and another 250 over the next 10 years to keep up with projected growth. In addition, the project team recommended significant changes to operational management in investigations (case management) and in the deployment of resources to ensure that high call volume areas were adequately served.

A follow up study provided an assessment of alternative response for calls involving mental health and homelessness.

Salt Lake City, Utah

Police Department Audit

Ben Luedtke
Salt Lake City Council Staff
(801) 535-7622
benjamin.luedtke@slcgov.com

Matrix conducted a study of SLCPD that focused on a wide range of areas, providing for a plan for the department to adopt a zero-based budgeting approach:

- Evaluation of the department's approach to budgeting.
- Development of a zero-based approach to budgeting.
- Review of internal accountability practices, including discipline, training, and policy development, and recommended improvements.
- Assessment of the department's approach to mental health crisis response and strategies to improve operations.
- Creation an alternative response to non-emergency calls.

5 Cost Proposal

The Matrix Consulting Group is pleased to submit our price proposal to conduct the Operational Staffing and Facility Study for the Burleson Police Department. This price is based on the scope of work and the task plan presented. The table below provides our fees for the development of the study with hours and costs broken down by task and by project team classification level.

Task	PM / Executive	Sr Mgr / Manager	Consultant	Total Hours	Total Fee
1.Initiation	12	48	12	**72**	**$12,720**
2. Profile	8	40	16	**64**	**$10,760**
3. Community Input	8	8	0	**16**	**$3,400**
4. Staffing Analysis	12	56	12	**80**	**$14,120**
5. Org. & Management	8	40	8	**56**	**$9,880**
6. Projections	8	40	16	**64**	**$10,760**
7. Facilities	16	80	32	**128**	**$21,520**
8. Final Report	16	40	8	**64**	**$11,880**
Total Hours	**88**	**352**	**104**	**544**	
Hourly Rate	**$250**	**$175**	**$110**		
Total Professional Fees	**$22,000**	**$61,600**	**$11,440**		**$95,040**
Travel Expenses					$4,960
Total Project Cost					**$100,000**

6 Appendix – Project Team Resumes

RICHARD BRADY

PRESIDENT, MATRIX CONSULTING GROUP

Richard Brady founded Matrix Consulting Group in 2002 and our Canadian firm, MCG Consulting Solutions in 2017. He leads our Public Safety Practice which includes law enforcement and justice studies. He has served as the Project Manager or Lead Analyst on hundreds of public safety studies in his 40 year career. His subject matter expertise includes police staffing and deployment, management effectiveness, and governance and transparency. Prior to his founding of these two firms, he served for over 20 years as a practice leader in two other firms, including Maximus.

Experience Highlights

Austin, TX: Richard lead a consulting team to assist the APD recreate its approach to community policing to involve everyone, not just those with specialty assignments. While the study supported the addition of staff, the study also found that there were significant opportunities to support community policing in leadership, policies, recruitment, training, supervision, and use of data.

Columbus, OH: Richard led this recent project that identified the need for new positions, but more importantly, identified a number of areas which would improve the quality of service and integrity, including:

- Steps to improve upon building trust in the community.
- Changes to use of force policies and biased policing.
- Increase training on de-escalation and procedural justice.
- Increase the use of civilians in the field and in administration.

There was a 'disconnect' between the policies and management.

Ossining, NY: Richard led this just-completed engagement evaluating opportunities to reform policing consistent with 21st Century Policing concepts. Key recommendations included:

- Improve the functioning, transparency and objectivity of the Citizen / Police Complaint Review Board.
- Work with other agencies to create a mental health response unit.
- Expand training in the areas of racism, bias, de-escalation.

Role on This Engagement:

Richard will serve as a project executive and advisor.

He will be involved in all project stages, including on-site interviews and review meetings. He will lead product design and quality control.

Relevant Clients:

MB	Winnipeg
ON	Kawartha Lakes
AB	Edmonton
CA	Los Angeles
CA	San Francisco
TX	Austin
TX	Fort Worth
MO	Kansas City
OH	Columbus
NY	Ossining
NY	Albany
VA	Richmond
NC	Raleigh
NC	Asheville
AZ	Phoenix
WA	Tacoma
OR	Portland

Years of Consulting: 40

Education:

BA, California State University, East Bay.

PhD, Oxford University, U.K.

Notable Accomplishments:

Ohio Commission on Juvenile Justice

Massachusetts Governor's Committee on Local Government

Professional Association:

Association of Local Government Auditors

International City-County Management Association

IAN BRADY

VICE PRESIDENT, MATRIX CONSULTING GROUP

Ian Brady is a Vice President with Matrix Consulting Group in our Police Services Practice. He leads our data analytics unit, and has over 10 years of consulting experience. Specializing in public safety, he works on all of our police, fire, corrections, and emergency communications studies.

Mr. Brady is the lead developer on all of our statistical modeling and data analytics efforts, and has created standalone models in support of our studies' analytical efforts, including for:

- New agency formation feasibility, financial and service delivery (For nine municipalities in Riverside County, CA).
- Growth forecasting using GIS-based projections for population, service needs, and staffing requirements.
- Comprehensive workload and staffing analytics.
- Interactive scheduling configuration, forecasting effects on service levels and overtime usage.

Experience Highlights

Los Angeles, CA: LAPD Basic Car Area Boundary Study

- Led a comprehensive staffing study of LAPD field services.
- Recreated the patrol geographic deployment structure from the granular level, resulting in 202 new patrol areas, up from the 168 that existed previously.
- Analyzed patrol resource allocation strategies, recommending improved methods in order to better equalize service levels.

San Francisco, CA: Police Department Staffing Analysis

- Lead analyst on a comprehensive staffing study of the department.
- The project was designed to create defensible methodologies for determining the staffing needs of all 600+ assignments in the department based on service needs and other factors. These methodologies were then used to recommend appropriate staffing levels in every position.
- Developed and designed an interactive analytical tool for BPD to use in the future to recreate the analysis in its entirety.

Role on This Engagement:

Ian will serve as the project manager and lead analyst in field services, as well as more generally over data analytics.

He will be involved in all project stages, including on-site interview and review meetings, and will be involved in the development of each deliverable.

Relevant Clients:

AZ	Peoria
AL	Birmingham
CA	Berkeley
CA	Los Angeles
CA	Roseville
CA	Sacramento
CA	San Francisco
CA	San Jose
CO	Adams County
FL	Miami Beach
FL	Orange County
GA	DeKalb County
HI	Kauai County
IL	Lansing
IL	Rockford
KS	Wichita
MB	Winnipeg
MD	Harford County
MD	Howard County
MN	Hennepin County
MO	Columbia
MO	Kansas City
OK	Midwest City
NC	Raleigh
NJ	Mahwah
NM	Rio Rancho
NY	Newburgh
OH	Columbus
OR	Portland
PA	Carlisle
TX	Austin
TX	Fort Worth
TX	Travis County
VA	Suffolk
WA	Tacoma
WI	Oshkosh

Years of Experience: 10

Education:

BS in Politics, Willamette University.

DEVON CLUNIS

SENIOR MANAGER, MATRIX CONSULTING GROUP

Devon Clunis is a highly regarded policing professional with 35 years of combined policing and consulting experience. Mr. Clunis is recognized internationally as a thought leader in advancing policing excellence through a collaborative, community-centered approach.

Mr. Clunis served 29 years with the Winnipeg Police Service in Manitoba, Canada, retiring as Chief of Police in 2016. Most recently, he undertook the role of Inspector General of Policing in Ontario, overseeing the establishment of The Inspectorate of Policing in Canada's largest province, overseeing 45 police agencies and their corresponding Civilian Police Boards.

Experience Highlights

Province of Ontario: Led the establishment of the Inspectorate of Policing. Oversaw all aspects of Vision, Mission, and Guiding Principles formation. Established policies, procedures, and SOP guidelines. Led hiring of staff and creation of a people-centered, community-focused, continuous pursuit of excellence operational framework. Led engagements with all police agencies and civilian boards in the province resulting in a unified approach to policing.

City of Winnipeg: Chief of Police leading overarching institutional change. Worked with police and the community to develop a collaborative approach to community safety and well-being resulting in a transformational shift in police and community relationships.

Columbus, OH: Devon was a key member in this project that identified many areas which would improve the quality of service and integrity, including:

- Steps to improve upon building trust in the community.
- Changes to use of force policies and biased policing.
- Increase training on de-escalation and procedural justice.
- Increase the use of civilians in the field and in administration.

Many recommendations were made to bridge the disconnect between the department and the community

Role on This Engagement:

Chief Clunis will take the lead in community engagement and the analysis of organization, department mission and values, and management.

Relevant Clients:

US

CA	Los Angeles
OH	Columbus
MO	Kansas City
AZ	San Carlos Apache
PA	Macungie

CAN

AB	Edmonton (CAN)
ON	Kawartha Lakes (CA)
MB	Winkler (CAN)
MB	Morden (CAN)

Years of Consulting Experience: 5

Years of Government Experience: 29

Education:

Master's Certificate, Municipal Leadership, York University

JOHN SCRUGGS

MANAGER, MATRIX CONSULTING GROUP

John Scruggs is a manager / analyst on law enforcement, public safety, and criminal justice engagements.

John's relevant experience include:

- Completed over 50 studies for law enforcement, public safety, and criminal justice clients.
- Analysis focuses on operational and staffing review, workload analysis, net annual work hour determination, and alternative scheduling analysis.
- Expertise also includes the evaluation of administrative, dispatch, investigations, patrol, records, and property and evidence functions.
- Retired Captain with 26 years of Law Enforcement Experience.

Experience Highlights

Kansas City, MO: This study evaluated the staffing needs of the Police Department. Key findings included:

- Opportunity for greater fiscal savings by transitioning 30 positions from sworn to civilian staff, primarily in administrative areas (e.g. finance, records, fleet maintenance, security, IT, and HR).
- Identified the need for additional positions related to open record requests, reviewing BWC footage, and packaging of officer videos for judicial proceedings.
- Provided insight into alternative organizational structures and span of control in administrative functions.
- Conducting workload analysis to determine staffing needs for non-patrol and investigative units.

Kawartha Lakes, Ontario: John served as the lead analyst of the on this engagement which reviewed the current staffing and developed staffing projections for a facilities study. Key recommendations included:

- Identified two patrol positions needed in the next 4 years and six positions over the next 20 years to better meet adopted proactive policing thresholds.
- Identified a shortage of detectives assigned to investigate crimes committed at the Central East Correctional Center.
- Identified an alternative fixed post staffing plan for the jail and a revised shift schedule to increase supervision in the jail.

Role on This Engagement:

He will be an analyst on the project focusing on investigations.

Relevant Clients:

AL	Gulf Shores
AZ	Buckeye
CA	Los Angeles
CA	San Jose
CA	Santa Clara
FL	St. Cloud
KS	Kansas City
KS	Wyandotte County
MA	Yarmouth
MN	Hennepin County
MO	Kansas City
OR	Tigard
PA	Lower Saucon
PA	Narberth
PA	Upper Macungie
NC	Waxhaw
NC	Raleigh
TX	Denton
TX	Fort Worth
TX	Glen Heights
TX	Lewisville
TX	Sunnyvale
WA	Monroe
WA	Tacoma
WI	Dodge County

KELLI SHEFFER

MANAGER, MATRIX CONSULTING GROUP

Kelli Sheffer is a 30-year law enforcement veteran. 16-year command leadership with a progressive major metropolitan police agency. Extensive experience in; precinct operations, investigations, major events/protests, houselessness/mental health and neighborhood livability issues, background investigation/personnel recruitment, use of force review and policy.

Experience Highlights

Kelli most recently worked for the City of Portland, Oregon as the Central Precinct Commander responsible for the oversight of all police response and operations in the downtown core and neighborhoods south and west of the city.

- Lead for the Critical Incident Management Command Program-Training for Incident Command.
- Oversight of the Service Coordination Team, a multi-disciplinary service response to houselessness, mental health, and addiction.
- Commander, North Precinct
- Commander, East Precincts
- Commander, Traffic Division.
- Public Information Officer
- Hostage Negotiation Team Lead
- Detective Sergeant
- 20-year Defensive Tactics Instructor

Camp Rosenbaum Board member (2010 – Present)

Camp counselor and staff positions from 1994 to 2018. CRB is a summer camp started 48 years ago by the late Brigadier Gen. Fred M. Rosenbaum utilizing partnerships between police, Air/Army Guard and Housing authority to support and mentor underprivileged youth.

DOJ, ICITAP (2010)

Partnering to build curriculum and instruct Bangladesh National Police in modern policing and Community Policing philosophies

Role on This Engagement:

She will be an analyst on the project focusing on support services.

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Bureau Positions:

2016-2018 Central & East Precinct Commander

2013-2016 Traffic Division Commander

2012-2013 North Precinct Commander/Captain

2010-2012 Chief's Office Lieutenant
- Adjunct to Operations Branch Chief
- Public Information Officer

2007-2010 Lieutenant
- East Precinct
- Lieutenant/Hostage Negotiation Team Lead
- Personnel Division

2003-2007 Sergeant
- Precincts
- HNT
- Detectives

2000-2003 Detective
- Robbery
- Child Abuse Team

1990-2000 Officer
- Precincts
- Background Invest. /Recruitment

Training/Education

- Texas A&M All Hazard Unified Command
- NTOA Command
- HNT/CNT
- Critical Incident Stress
- Crisis Intervention
- Major Event Management

AARON BAGGARLY, AICP

SENIOR MANAGER, MATRIX CONSULTING GROUP

Aaron Baggarly is an analyst on law enforcement, public safety, and criminal justice engagements.

Aaron's relevant experience include:

- Completed over 70 studies for law enforcement, public safety, and criminal justice clients.
- Analysis focuses on operational and staffing review, workload analysis, net annual work hour determination, and alternative scheduling analysis.
- Expertise also includes the evaluation of administrative, dispatch, patrol, records, and property and evidence functions.

Experience Highlights

Kansas City, MO: This study evaluated the staffing needs of the Police Department. Key findings included:

- Opportunity for greater fiscal savings by transitioning 30 positions from sworn to civilian staff, primarily in administrative areas (e.g. finance, records, fleet maintenance, security, IT, and HR).
- Identified the need for additional positions related to open record requests, reviewing BWC footage, and packaging of officer videos for judicial proceedings.
- Provided insight into alternative organizational structures and span of control in administrative functions.
- Conducting workload analysis to determine staffing needs for non- patrol and investigative units.

Puyallup, WA: Aaron served as the lead analyst on this engagement which reviewed the staffing, operational, and organization structure of the Police Department. Key recommendations included:

- Identified an additional six patrol officer positions to better meet adopted proactive policing thresholds.
- Revision to current approaches to providing in-service training to reduce overtime.
- Identified an alternative fixed post staffing plan for the jail and a revised shift schedule to increase supervision in the jail.

Role on This Engagement:

He will be the facility planning analyst on the project.

Relevant Clients:

AZ	Buckeye
FL	Alachua County
FL	Cooper City
IA	Davenport
IA	Scott County
KS	Wyandotte County
MA	Yarmouth
MN	Anoka County
MN	Hennepin County
MN	Ramsey County
MO	Clayton
MO	Kansas City
NC	Raleigh
TX	Fort Worth
TX	Kyle
TX	Lewisville
WA	Lynnwood
WA	Puyallup
WI	Dodge County
WI	Waukesha County

Years of Experience: 13

Education:

BS, Appalachian State University, Community and Regional Planning, Minor in GIS.

Professional Association:

American Institute of Certified Planners (AICP)

American Planning Association

RYAN PETERSON

CONSULTANT, MATRIX CONSULTING GROUP

Ryan Peterson is a Consultant with the Matrix Consulting Group, specializing in GIS and data analytics.

He has over 5 years of experience conducting geospatial analysis for public safety agencies.

Experience Highlights

Los Angeles, CA: LAPD Basic Car Area Boundary Stud

- Assisted in the recreation the patrol geographic deployment structure from the granular level, resulting in 202 new patrol areas, up from the 168 that existed previously.
- Analyzed patrol resource allocation strategies, recommending improved methods in order to better equalize service levels.

San Francisco, CA: Police Department Staffing Analysis

- Analyst on a comprehensive staffing study of the department.
- The project was designed to create defensible methodologies for determining the staffing needs of all 600+ assignments in the department based on service needs and other factors. These methodologies were then used to recommend appropriate staffing levels in every position.
- Developed and designed an interactive analytical tool for SFPD to use in the future to recreate the analysis in its entirety.

Role on This Engagement:

Ryan will serve as a data analyst.

Relevant Experience:

CA	Los Angeles
CA	San Francisco
FL	Miami Beach
FL	Orange County
HI	Kauai County
IL	Rockford
MD	Harford County
MO	Kansas City
NC	Raleigh
OH	Columbus
TX	Fort Worth
TX	Travis County
WA	Tacoma
WI	Oshkosh

Years of Experience: 5

Education:

BS in Geography, University of Oregon