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

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

1. **CALL TO ORDER**

Invocation - Bob Massey, Secretary, Burleson Christian Ministerial Alliance (BCMA)

Pledge of Allegiance to the US Flag

2. **PUBLIC PRESENTATIONS**

A. Proclamations

- A Proclamation recognizing the week of May 17 - 23, 2026, as "National Public Works Week" in the City of Burleson. (*Recipient: Public Works Staff*)

- A Proclamation recognizing the April 18, 2026, as the "60th Anniversary of the Burleson Area Chamber of Commerce" in the City of Burleson. (*Recipient: Melissa Miller*)

B. Presentations

- Recognition of the City of Burleson 101 Civic Academy Class (Recipients: 2026 Class)

- Receive a report to recognize the selected BTX Core - Employee of the Quarter for the 1st Quarter of 2026. (*Staff Contact: Wanda Bullard, Deputy Director of Human Resources*)

C. Community Interest Items

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

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

3. **CHANGES TO POSTED AGENDA**

A. Items to be continued or withdrawn.

B. Items to be withdrawn from the Consent Agenda for separate discussion by the City Council, staff, or members of the public in attendance.

4. CITIZENS APPEARANCES

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

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

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

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

5. CONSENT AGENDA

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

- A.** Consider and take possible action on the minutes May 4, 2026 regular council meeting. *(Staff Contact: Monica Solko, Deputy City Secretary)*
- B.** Consider and take possible action on a two year professional services agreement with Toni D. Driver to serve as Deputy Municipal Attorney and provide municipal court prosecutor services in the amount of \$92,000. *(Staff Contact: Matt Ribitzki, Sr. Deputy City Attorney/Legal Services Director)*
- C.** Consider and take possible action on a Termination of Agreement regarding a Chapter 380 Economic Development Agreement (CSO#5440-03-2024) dated March 18, 2024, with Burleson Wilshire Investment Partners, LLC, concerning a development located at approximately 1679 SW Wilshire Blvd in Burleson, Johnson County, Texas. *(Staff Contact: Matt Ribitzki, Sr. Deputy City Attorney/Legal Services Director)*
- D.** Consider and take possible action on a minute order approving an excused absence for Council Place 1 Victoria Johnson, for the June 1, 2026, regular council meeting. *(Staff Contact: Amanda Campos, City Secretary)*

6. ETJ RELEASE

- A.** ETJ Release Petition for 1699 SE John Jones DR (REL26-002): Consider and take possible action on a petition for release from the City of Burleson extraterritorial jurisdiction (ETJ) for approximately 19.58 acres of land addressed 1699 SE John Jones DR. *(Staff Contact: Tony D. McIlwain, AICP, CFM, Development Services Director) (No Planning and Zoning Commission action was required for this item)*

7. DEVELOPMENT APPLICATIONS

- A.** Crunch Fitness located at 1551 Greenridge Drive (VAR26-009): Consider and take possible action on a resolution for variances to Chapter 63; Sign Regulations, relating to the location of

a pylon sign outside of the North Wilshire Sign Corridor and sign clearance from the ground to bottom of the sign cabinet for Crunch Fitness located at 1551 Greenridge Drive. *(Staff Contact: Tony D. McIlwain, AICP, CFM, Development Services Director)* (No Planning and Zoning Commission action was required for this item)

- B. Consider and take possible action on a right-of-way use agreement with Eagle Mountain Enterprises, LLC for a monument sign associated with the Bear Ridge subdivision to be located within the median of South Wicker Hill Road. *(Staff Contact: Tony D. McIlwain, AICP, CFM, Development Services Director)* (The Planning and Zoning Commission recommended approval by a vote of 7 to 0.)

8. GENERAL

- A. Consider and take possible action on a second amendment to an interlocal Agreement with Johnson County (CSO#1189-11-2019) for platting, permitting and floodplain authority within the city's extraterritorial jurisdiction (ETJ). *(Staff Contact: Tony D. McIlwain, AICP, CFM, Development Services Director)* (No Planning and Zoning Commission action was required for this item)
- B. Consider and take possible action on a resolution declaring intention to reimburse an amount not to exceed \$2,652,000 for certain capital expenditures with proceeds from debt; and placing time restrictions on the issuance of tax-exempt obligations. *(Staff Contact: Casey Davis, Fire Chief and Mark Davies, Director of Finance)*
- C. Consider and take possible action on a contract with Professional Ambulance Sales & Service, dba SERVS for the purchase of (4) – F550 4x4 Diesel Horton 603 Ambulances in the amount of \$1,750,916.00. *(Staff Contact: Casey Davis, Fire Chief and Mark Davies, Director of Finance)*
- D. Hold a public hearing and consider an ordinance amending Chapter 54 Article VIII Regulation of Sex Offender Residency, Sections 54-151 and 54-154, modifying the required distance from 1,000 feet to 2,000 feet for child safety zones. (First Reading) *(Staff Contact: Chaz Garrett, Criminal Investigations Lieutenant)*
- E. Consider and take possible action on an ordinance amending the City operating budget (CSO#5910-09-2025) for Fiscal Year 2025-2026 by increasing appropriations in the General Fund in the amount of \$438,130, by increasing appropriations in the IT Support Services Fund \$94,539, by increasing appropriations in the Governmental Equipment Replacement Fund \$175,209, by increasing appropriations in the Proprietary Equipment Replacement Fund \$175,208; and finding time is of the essence. (First and Final Reading) *(Staff Contact: Mark Davies, Director of Finance)*
- F. Consider and take possible action on a contract with McDonald Municipal & Industrial for the purchase and installation of two replacement standby generators (RFP 2026-012) in the amount of \$333,730 with a 5% contingency for total authorization of \$350,417. *(Staff Contact: Justin Scharnhorst, Deputy Director of Public Works)*
- G. Consider and take possible action on a minute order ratifying expenditures related to mitigation and restoration efforts associated with the City Hall flooding event, in the amount of \$532,669.02. *(Staff Contact: Justin Scharnhorst, Deputy Director of Public Works)*

9. REPORTS AND PRESENTATIONS

- A.** Receive a report, hold a discussion, and provide staff direction on Fire/EMS staffing needs, capital improvement plan implementation and timing. *(Staff Contact: Casey Davis, Fire Chief)*
- B.** Receive a report, hold a discussion, and provide staff direction regarding Response Times and Staffing Projections. *(Staff Contact: Billy J. Cordell, Chief of Police)*

10. CITY COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS AND REPORTS**11. RECESS INTO EXECUTIVE SESSION**

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

- A. Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071, Texas Government Code**
- B. Discussion regarding possible purchase, exchange, lease, or value of real property pursuant to Section 551.072, Texas Government Code**
- C. 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, Texas Government Code**

12. ADJOURN**CERTIFICATE**

I hereby certify that the above agenda was posted on this the 7th of May 2026, by 5:00 p.m., on the official bulletin board at the Burleson City Hall, 141 W. Renfro, Burleson, Texas.



Amanda Campos

City Secretary

BUDGET STATEMENT

Pursuant to Section 551.043, Government Code, the following taxpayer impact statement must be on the City Council meeting agenda at which the City Council will discuss or adopt a budget for the City of Burleson: For a median-valued homestead property (\$306,724), the City's

portion of the property tax bill in dollars for the current fiscal year (FY24-25) is \$2,032.66, the City's portion of the property tax bill for the upcoming fiscal year (FY25-26) for the same property if the proposed budget is adopted is estimated to be \$2,213.93, and the City's portion of the property tax bill in dollars for the upcoming fiscal year (FY25-26) for the same property if a budget funded at the no-new-revenue rate under Chapter 26, Tax Code, is adopted is estimated to be \$2,021.62.

ACCESSIBILITY STATEMENT

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


City Council Regular Meeting

DEPARTMENT: City Secretary’s Office
FROM: Monica Solko, Deputy City Secretary
MEETING: May 18, 2026

SUBJECT:

Consider and take possible action on the minutes from the May 4, 2026 regular council meeting.
(Staff Contact: Monica Solko, Deputy City Secretary)

STRATEGIC PRIORITY AND GOAL(S):

Strategic Priority	Strategic Goal
 <p>High Performing City Organization Providing Exceptional, People Focused Services</p>	1.2 Continue to improve the efficiency and productivity of operations 1.3 Deliver high-quality service and communications to external and internal customers

SUMMARY:

The City Council duly and legally met on May 4, 2026 for a regular council meeting.

RECOMMENDATION:

Council may approve the minutes as presented or approve with amendments.

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

N/A

REFERENCE:

N/A

FISCAL IMPACT:

N/A

STAFF CONTACT:

Monica Solko, TRMC
Deputy City Secretary
msolko@burlesontx.com
817-426-9682

**BURLESON CITY COUNCIL REGULAR MEETING
MAY 4, 2026
DRAFT MINUTES**

ROLL CALL

COUNCIL PRESENT:

Victoria Johnson
Phil Anderson
Alexa Boedeker
Chris Fletcher
Larry H. Scott
Dan McClendon
Adam Russell

COUNCIL ABSENT:

Staff present

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

1. CALL TO ORDER - Time 5:30 p.m.

Mayor Fletcher called the meeting to order. **Time: 5:31 p.m.**

Invocation led by Mayor Pro Tem Dan McClendon

Pledge of Allegiance to the US Flag

Amanda Campos, City Secretary, administered oaths of office to the newly re-elected officials:

- Chris Fletcher Mayor
- Phil Anderson City Council, Place 2
- Larry H. Scott City Council, Place 4
- Adam Russell City Council, Place 6

2. PUBLIC PRESENTATIONS

A. Proclamations

- **A Proclamation recognizing May 3 - May 9 as "Public Service Recognition Week" in the City of Burleson. (Recipient: City of Burleson Employee Appreciation Committee)**
- **A Proclamation recognizing May 4 - May 11 as "Economic Development Week" in the City of Burleson. (Recipient: City of Burleson Economic Development Staff)**

B. Presentations

- **None.**

C. Community Interest Items

- Councilmember Boedeker praised the Economic Development team for providing helpful information during a statewide meeting and commended all staff for their consistent support.
- Recognized Arbor Day event, highlighting the help of the youth and thanking Ms. Boots' 3rd grade class for their participation.
- Cinco de Mayo festival was well attended with great food and dancing.
- Join us for the Resource & Health Fair, May 7, 12-1:30pm, at the Burleson Senior Center, 216 SW Johnson Avenue.
- Join us for Super Safety Saturday, May 16, 9am-12noon, at Texas Health Neighborhood Care & Wellness, 2750 SW Wilshire Blvd.
- Join us for the Household Hazardous Waste event, May 16, 9-11am, at the Burlson Service Center, 725 SE John Jones Drive.

3. CHANGES TO POSTED AGENDA

- **Items to be continued or withdrawn**
 - None.
- **Items to be withdrawn from Consent Agenda for separate discussion or items to be added to the Consent Agenda.**
 - Remove items 5G and 5H

4. CITIZEN APPEARANCES

- No speakers.

5. CONSENT AGENDA

A. Minutes from the April 14, 2026 special Joint Council and Planning & Zoning Commission meeting and April 20, 2026 regular council meeting. (Staff Contact: *Monica Solko, Deputy City Secretary*)

Motion made by Larry Scott and seconded by Alexa Boedeker to approve the consent agenda.

Motion passed 7-0.

B. CSO#6115-05-2026, 28-month sole source agreement with Core & Main, LP for the purchase of water meters and associated parts in the amount of \$600,000. (Staff Contact: *Daryl Uptmore, Deputy Director of Public Works*)

Motion made by Larry Scott and seconded by Alexa Boedeker to approve the consent agenda.

Motion passed 7-0.

- C. CSO#6116-05-2026, two-year contract with Stripe-A-Zone, Inc. for road surface markings in various locations in the amount of \$500,000. (Staff Contact: James Bailey, City Traffic Engineer)**

Motion made by Larry Scott and seconded by Alexa Boedeker to approve the consent agenda.

Motion passed 7-0.

- D. CSO#6117-05-2026, Interlocal Agreement and a Statement of Responsibility with the Texas Municipal League Insurance Risk Pool (TMLIRP) to commit funds to acquire a group critical illness supplemental income benefit insurance policy through MetLife/Amwins for eligible peace officers and firefighter retirees in compliance with Tex. Gov't Code § 607.153 at a cost of \$90,000 for 3 years. (Staff Contact: Wanda Bullard, Deputy Director of Human Resources)**

Motion made by Larry Scott and seconded by Alexa Boedeker to approve the consent agenda.

Motion passed 7-0.

- E. CSO#6118-05-2026, resolution adopting the revised FY2025-2026 employee handbook dated May 4, 2026, adding the critical illness supplemental income benefit required by state law in Chapter 12.3 Retirement Benefits. (Staff Contact: Wanda Bullard, Deputy Director of Human Resources)**

Motion made by Larry Scott and seconded by Alexa Boedeker to approve the consent agenda.

Motion passed 7-0.

- F. CSO#6119-05-2026, Second Amendment to the Professional Services Agreement (CSO#4086-01-2023) with Freese and Nichols, Inc. for the Stone Rd. / Village Creek Parkway Widening and Reconstruction Project in the amount of \$120,500.00, for a total contract amount of \$510,885.00 (Project ST2309). (Staff Contact: Randy Morrison, PE, Director of Capital Engineering)**

Motion made by Larry Scott and seconded by Alexa Boedeker to approve the consent agenda.

Motion passed 7-0.

- ~~G. CSO#6120-05-2026, contingent fee contract with Perdue Brandon Fielder Collins and Mott, LLP, pursuant to Section 6.30 of the Texas Property Tax Code and written finding related to said contract, said contract being for the collection of delinquent government receivables owed to the City of Burleson and notice of said contract is posted with the agenda in accordance with Section 2254 of the Texas Government Code. (Staff Contact: Matt Ribitzki, Sr. Deputy City Attorney/Director of Legal Services) - REMOVED~~**

Item 5G was removed from consent agenda for separate discussion.

- H. ~~CSO#6121-05-2026, resolution authorizing an additional penalty on delinquent taxes for Tax Year 2026 and subsequent tax years as provided by Section 33.11, Texas Tax Code, in the amount of 20% of the delinquent tax, penalty, and interest if the tax becomes delinquent on or after February 1 of a year and remains delinquent on the 60th day thereafter. (Staff Contact: Matt Ribitzki, Sr. Deputy City Attorney/Director of Legal Services) - REMOVED~~

Item 5H was removed from consent agenda for separate discussion.

- I. **CSO#6122-05-2026, ordinance amending Section 50, "Definitions," of Article II of Appendix B, "Zoning," of the Code of Ordinances by amending the definition of Home Occupation by adding a new definition of No-Impact Home Based Business in accordance with State law. (Final Reading) (Staff Contact: Tony D. McIlwain, Development Services Director)**

Motion made by Larry Scott and seconded by Alexa Boedeker to approve the consent agenda.

Motion passed 7-0.

- J. **CSO#6123-05-2026, ordinance amending the City's zoning ordinance codified in Appendix B of the City of Burleson Code of Ordinances relating to a Heavy & High Energy industrial district. (Final Reading) (Staff Contact: Tony D. McIlwain, Development Services Director)**

Motion made by Larry Scott and seconded by Alexa Boedeker to approve the consent agenda.

Motion passed 7-0.

- K. **CSO#6124-05-2026, resolution for the nomination of City of Burleson Council Place 3, Alexa Boedeker to the North Central Texas Council of Governments 2026-2027 Executive Board in the population category of a city with 50,000-100,000. (Staff Contact: Janalea Hembree, Assistant to the City Manager)**

Motion made by Larry Scott and seconded by Alexa Boedeker to approve the consent agenda.

Motion passed 7-0.

5. CONSENT AGENDA – ITEMS REMOVED

- G. **CSO#6120-05-2026, contingent fee contract with Perdue Brandon Fielder Collins and Mott, LLP, pursuant to Section 6.30 of the Texas Property Tax Code and written finding related to said contract, said contract being for the collection of delinquent government receivables owed to the City of Burleson and notice of said contract is posted with the agenda in accordance with Section 2254 of the Texas Government Code. (Staff Contact: Matt Ribitzki, Sr. Deputy City Attorney/Director of Legal Services)**

Matt Ribitzki, Sr. Deputy City Attorney/Director of Legal Services, was available to answer any questions council may have.

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

Motion passed 6-1, with Adam Russell voting against.

Larry Scott requested to reconsider the item.

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

Motion to reconsider passed 4-3, with Phil Anderson, Larry Scott and Adam Russell voting against.

- H. CSO#6121-05-2026, resolution authorizing an additional penalty on delinquent taxes for Tax Year 2026 and subsequent tax years as provided by Section 33.11, Texas Tax Code, in the amount of 20% of the delinquent tax, penalty, and interest if the tax becomes delinquent on or after February 1 of a year and remains delinquent on the 60th day thereafter. (Staff Contact: Matt Ribitzki, Sr. Deputy City Attorney/Director of Legal Services)**

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

Motion passed 7-0.

6. DEVELOPMENT APPLICATIONS

- A. CSO#6125-05-2026, ordinance for a zoning change request from “GR” General Retail to “C” Commercial with a Specific Use Permit (SUP) for a tattoo studio located at 3425 SW Wilshire (ZC26-002). (First and Final Reading) (Staff Contact: Tony McIlwain, Development Services Director) (The Planning and Zoning Commission action was unable to pass a motion for or against this item.)**

Tony McIlwain, Development Services Director, presented an ordinance to the city council.

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

Gretchen Altara, 101 Rosemont Place, addressed the council expressing concerns regarding the zoning request and urged denial.

Monica Smith, applicant, 209 Roaring Springs, presented information on her business model and was available to answer any questions council may have.

Mayor Fletcher closed the public hearing. **Time: 6:05 p.m.**

Motion made by Adam Russell and seconded by Larry Scott to change the zoning request to PD (Planned Development) with a base zoning of GR (General Retail), with the addition of a tattoo studio that follows the same requirements as the SUP (Special Use Permit) of a tattoo studio in other districts.

Motion passed 7-0.

7. GENERAL

- A. CSO#6126-05-2026, ordinance amending the FY26 – 30 Capital Improvement Program (CIP). (First and Final Reading) (Staff Contact: Eric Oscarson, Deputy City Manager)**

Eric Oscarson, Deputy City Manager, presented items 7A and 7B as one presentation to the city council.

Motion made by Adam Russell and seconded by Larry Scott to approve.

Motion passed 7-0.

- B. CSO#6127-05-2026, amendment to a Guaranteed Maximum Price (GMP) contract (CSO#5871-08-2025) with Byrne Construction Services for the Police Headquarters Expansion and Remodel in the amount of \$1,490,166. (FA2301) (Staff Contact: Eric Oscarson, Deputy City Manager)**

Motion made by Larry Scott and seconded by Alexa Boedeker to approve.

Motion passed 7-0.

- C. CSO#6128-05-2026, three year agreement with Sports Facilities Management for the management and operation of concessions at Bartlett Soccer Complex. (Staff Contact: Jen Basham, Director of Parks and Recreation)**

Jen Basham, Director of Parks and Recreation, presented an agreement to the city council.

Motion made by Dan McClendon and seconded by Larry Scott to approve.

Motion passed 7-0.

- D. CSO#6129-05-2026, resolution adopting a sports facility use policy. (Staff Contact: Jen Basham, Director of Parks and Recreation)**

Jen Basham, Director of Parks and Recreation, presented a resolution to the city council.

Motion made by Adam Russell and seconded by Phil Anderson to approve.

Motion passed 7-0.

8. CITY COUNCIL REQUEST FOR FUTURE AGENDA ITEMS AND REPORTS

- None.

9. RECESS INTO EXECUTIVE SESSION

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

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

- Receive a report and hold a discussion regarding various development agreements
- Receive a report and hold a discussion regarding Article VIII “Regulation of Sex Offender Registry” of Chapter 54 “Miscellaneous Offenses” of the Code of Ordinances, City of Burleson, Texas

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

C. 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, Texas Government Code

Mayor Fletcher announced that the Council would convene into Executive Session.
Time: 6:38 p.m.

Mayor Fletcher announced that the Council would reconvene into open session. **Time: 7:30 p.m.**

10. ADJOURNMENT

Motion made by Adam Russell and seconded by Alexa Boedeker to adjourn.

Motion passed 7-0.

Mayor Chris Fletcher adjourned the meeting.

Time: 7:30 p.m.

Monica Solko
Deputy City Secretary

City Council Regular Meeting

DEPARTMENT: Legal


FROM: Matt Ribitzki, Sr. Deputy City Attorney/Legal Services Director

MEETING: May 18, 2026

SUBJECT:

Consider and take possible action on a two year professional services agreement with Toni D. Driver to serve as Deputy Municipal Attorney and provide municipal court prosecutor services in the amount of \$92,000. *(Staff Contact: Matt Ribitzki, Sr. Deputy City Attorney/Legal Services Director)*

STRATEGIC PRIORITY AND GOAL(S):

Strategic Priority	Strategic Goal
 <p>High Performing City Organization Providing Exceptional, People Focused Services</p>	<p>1.2 Continue to improve the efficiency and productivity of operations 1.3 Deliver high-quality service and communications to external and internal customers</p>

SUMMARY:

City staff, including the City Secretary, City Attorney, and Sr. Deputy City Attorney, met to determine a method to elevate the legal services provided in the City’s municipal court, and determined that seeking the services of a single, local, and experienced attorney could provide the prosecutor role with consistency for the public and City court staff. For approximately the past six years, TOASE has scheduled an attorney from its firm to serve as the prosecutor in the City’s municipal court, as the firm does for many of its municipal clients. Serving multiple different municipal courts, dealing with different attorney schedules, and experiencing standard turnover, however, has led to many different TOASE attorneys serving in the City’s municipal court prosecutor role over the years.

To provide consistency in the role, on February 28, 2026, City staff released Request for Qualifications 2026-016 seeking qualifications from competent attorneys to provide municipal prosecution services. In response to the RFQ, the City received qualifications from Toni D. Driver, attorney at law. While Ms. Driver was the only person or firm to submit qualifications, the internal

City staff evaluation team scored her qualifications exceptionally high – 98.33 points out of a possible 100 points. An overview of the staff scoring is below:

City Staff Committee Scoring of Qualifications of Toni D. Driver in RFQ 2026-016					
Criteria Category & Total Possible Points	Total (100 points)	Municipal Court Experience (40 points)	Qualifications & Courtroom Experience (30 points)	Case Management (10 points)	Municipal References (20 points)
Committee Scoring	98.33 points	40 points	30 points	8.33 points	20 points

Ms. Driver is a licensed attorney with over 30 years of legal experience. She has served as municipal judge in a number of different local cities such as Alvarado, Comanche, Crowley, Joshua, Keene, and Mansfield. She has even served as a judge in our City for a number of years (though she does not serve in that capacity currently). In all, Ms. Driver has over 20 years of municipal court experience as both a judge and prosecutor.

The proposed professional services agreement is a two year agreement with Ms. Driver for her to serve as the municipal prosecutor, though there is an additional two year renewal option at the City Council’s discretion. The agreement does contain a termination for convenience clause stating that either party may terminate the contract for any reason by giving thirty days notice to the other party. Ms. Driver will be compensated a flat fee of \$3,750 per month, which works out to \$45,000 per year. The compensation amount is generally in line with what the City currently pays TOASE for municipal court prosecutor services. The City will also pay for an annual training and related expenses for municipal prosecutors held by the Texas Municipal Courts Education Center, anticipated at less than \$1,000 per year. If approved by the City Council, the agreement’s effective date (and the date Ms. Driver will begin serving as prosecutor) is June 1, 2026.

RECOMMENDATION:

Staff recommends approval.

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

None.

REFERENCE:

None.

FISCAL IMPACT:

Proposed Expenditure/Revenue: \$92,000 total (\$16k in FY25-26, \$46k in FY26-27, \$30k in FY27-28)

Account Number(s): 1011002.66010

Fund: General

Account Description: Legal Fees
Procurement Method: RFQ

STAFF CONTACT:

Matt Ribitzki
Sr. Deputy City Attorney/Director of Legal Services
mribitzki@burlesontx.com
817-426-9664



Municipal Court Prosecutor Services

CITY COUNCIL

MAY 18, 2026

Municipal Court Prosecutor Services

- For approximately the past six years, TOASE has scheduled an attorney from its firm to serve as the prosecutor in the City's municipal court, as the firm does for many of its municipal clients.
- Serving multiple different municipal courts, dealing with different attorney schedules, and experiencing standard turnover, however, has led to many different TOASE attorneys serving in the City's municipal court prosecutor role over the years.
- City staff, including the City Secretary, City Attorney, and Sr. Deputy City Attorney, met to determine a method to elevate the legal services provided in the City's municipal court.
- City staff determined that seeking the services of a single, local, and experienced attorney could provide the prosecutor role with consistency for the public and City court staff.
- On February 28, 2026, City staff released Request for Qualifications 2026-016 seeking qualifications from competent attorneys to provide municipal prosecution services.

Municipal Court Prosecutor Services

- In response to the RFQ, the City received qualifications from Toni D. Driver, attorney at law.
- While Ms. Driver was the only person or firm to submit qualifications, the internal City staff evaluation team scored her qualifications exceptionally high – 98.33 points out of a possible 100 points.

City Staff Committee Scoring of Qualifications of Toni D. Driver in RFQ 2026-016					
Criteria Category (Total Possible Points)	Total (100 points)	Municipal Court Experience (40 points)	Qualifications & Courtroom Experience (30 points)	Case Management (10 points)	Municipal References (20 points)
Committee Scoring	98.33 points	40 points	30 points	8.33 points	20 points

- Ms. Driver is a licensed attorney with over 30 years of legal experience.
- In all, Ms. Driver has over 20 years of municipal court experience as both a judge and prosecutor.

Municipal Court Prosecutor Services

- The proposed professional services agreement is a two year agreement with Ms. Driver for her to serve as the municipal prosecutor.
- There is an additional two year renewal option at the City Council's discretion.
- The agreement does contain a termination for convenience clause stating that either party may terminate the contract for any reason by giving thirty days notice to the other party.
- Ms. Driver will be compensated a flat fee of \$3,750 per month, which works out to \$45,000 per year.
- The City will also pay expenses related to an annual continuing education course related to municipal prosecution through the Texas Municipal Court Education Center, such expenses anticipated at being less than \$1,000 annually.
- The compensation amount is generally in line with what the City currently pays TOASE for municipal court prosecutor services.
- If approved by the City Council, the agreement's effective date (and the date Ms. Driver will begin serving as prosecutor) is June 1, 2026.

Action Item

Consider and take possible action on a two year professional services agreement with Toni D. Driver to serve as Deputy Municipal Attorney and provide municipal court prosecutor services in the amount of \$90,000.

- Staff Recommendation: Staff Recommends Approval.

Questions or Comments

City Council Regular Meeting

DEPARTMENT: Legal


FROM: Matt Ribitzki, Sr. Deputy City Attorney/Legal Services Director

MEETING: May 18, 2026

SUBJECT:

Consider and take possible action on a Termination of Agreement regarding a Chapter 380 Economic Development Agreement (CSO#5440-03-2024) dated March 18, 2024, with Burleson Wilshire Investment Partners, LLC, concerning a development located at approximately 1679 SW Wilshire Blvd in Burleson, Johnson County, Texas. *(Staff Contact: Matt Ribitzki, Sr. Deputy City Attorney/Legal Services Director)*

STRATEGIC PRIORITY AND GOAL(S):

Strategic Priority	Strategic Goal
 <p>High Performing City Organization Providing Exceptional, People Focused Services</p>	<p>1.2 Continue to improve the efficiency and productivity of operations 1.3 Deliver high-quality service and communications to external and internal customers</p>

SUMMARY:

On or about March 18, 2024, the City entered into a Chapter 380 Economic Development Agreement with Burleson Wilshire Investment Partners, LLC, concerning a development located at approximately 1679 SW Wilshire Blvd in Burleson, Johnson County, Texas. The proposed document is an agreed termination of the agreement.

RECOMMENDATION:

Staff recommends termination.

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

On or about March 18, 2024, the City Council approved a Chapter 380 Economic Development Agreement with Burleson Wilshire Investment Partners, LLC.

REFERENCE:

CSO# 5540-03-2024

FISCAL IMPACT:

n/a

STAFF CONTACT:

Matt Ribitzki
Sr. Deputy City Attorney/Legal Services Director
mribitzki@burlesontx.com
817-426-9664

CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF BURLESON AND
BURLESON WILSHIRE INVESTMENT PARTNERS, LLC

This Chapter 380 Economic Development Agreement (the "Agreement") is entered into as of March 18, 2024 (the "Effective Date") by and between the City of Burleson, a Texas municipal corporation located in the Counties of Johnson and Tarrant, State of Texas ("City"), by and through its City Manager, and Burleson Wilshire Investment Partners, LLC, ("Developer") a Tennessee limited liability company.

WITNESSETH:

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

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

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

WHEREAS, Developer owns approximately 6 acres near Wilshire Blvd (State Highway 174), as depicted on **Exhibit "A"** (the "Property"), and the Property is located in the City of Burleson, Johnson County, Texas; and

WHEREAS, Developer proposes to construct and operate a Sprouts Farmers Market grocery store ("Sprouts") and junior anchor suites on the Property; and

WHEREAS, the City has found the Development and operation of the Sprouts and the junior anchor suites will contribute to an increase in economic development in the City; and

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

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

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

ARTICLE 1.
DEFINITIONS

- 1.01 The terms "Agreement," "City," "Effective Date," "Program," "Property," "Sprouts" and "Developer" shall have the meanings provided above.
- 1.02 "Available Sales Taxes" means the amount of Sales Tax actually and lawfully received by the City from the Texas Comptroller of Public Accounts attributable to gross taxable sales at the Store during each calendar year or portion thereof during the Term of this Agreement.
- 1.03 "Capital Investment" means and shall include all costs incurred relating to the Development or a portion thereof, including the purchase price for the Property, actual construction costs including costs of all site preparation, buildings, structures, infrastructure, utilities, landscaping and other onsite improvements, including all labor and materials, architect fees, and engineering fees but shall not include financing costs for the Capital Investment, tenant-paid finish out costs (as opposed to any Developer-paid finish out costs which shall be included), insurance costs, marketing costs, offsite improvements, or costs reimbursed to Developer by the City.
- 1.04 "Certificate of Occupancy" means the certificate issued by the City's building official reflecting that construction has been completed in conformance with appropriate municipal codes and Developer is authorized to secure full utility service and permit occupancy of the building.
- 1.05 "Certificate of Completion" means the certificate issued by the City's building official reflecting that shell construction has been completed in conformance with appropriate municipal codes and the junior anchor retail suites are authorized to commence interior buildout construction.
- 1.06 "City Sales Tax" means the tax authorized and levied pursuant to Section 321.101 of the Texas Tax Code and payable into the general fund, currently established at one percent (1%). City Sales Taxes shall not include sales and/or use taxes levied and collected exclusively for special purposes (such as a Type A or B Corporation) created and operating under the Development Corporation Act, codified in subtitle C1 of Title 12, Texas Local Government Code. If the City, at its discretion ever elects to, or the voters choose to, reallocate the City Sales Tax and to levy less than a one percent (1%) sales tax, then "City Sales Taxes" shall mean the amount of sales taxes actually received by the City of Burleson arising from the actual City Sales Tax levied on gross taxable sales. Should the voters or the City set the City

Sales Tax rate at more than one percent (1%), the City Sales Tax will not exceed one percent (1%).

- 1.07 “Commence Construction” means the beginning of construction in earnest on a specific Phase of the Development on the Property and includes all of the following: (1) a signed contract with a general contractor or construction company to construct the Phase of Development, (2) proof of financing for the construction of the Phase of the Development, (3) cleared the portion of the Property for the Phase of Development, and (4) installed proper erosion controls on the portion of the Property for the Phase of Development.
- 1.08 “Complete Construction” means the completion of construction on a specific Phase of the Development on the Property and all buildings of the Phase are Substantially Complete.
- 1.09 “Concept Plan” means the plan depicted on **Exhibit B**.
- 1.10 “Development” means the construction of the Store, Phase One Junior Anchor Store, Phase Two Junior Anchor Store, related landscaping, and onsite infrastructure on the Property, to be constructed in conformance with the Concept Plan.
- 1.11 “Event of Bankruptcy” means (i) the dissolution or termination of Developer existence as a going business, (ii) appointment of receiver for any part of Developer’s property and such appointment is not terminated within ninety (90) days after such appointment is initially made, (iii) any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Developer and such proceeding is not dismissed within 90 days after the filing thereof.
- 1.12 “Governing Regulations” means the following regulations: (i) the Concept Plan (subject to further modification as required via zoning and building permit process), (ii) Subdivision Regulations, (iii) Municipal Building Codes, (iv) Plats, (v) Zoning Ordinance, and (vi) all state and federal statutes, rules, regulations, as amended, and other political subdivisions and governmental entities, if any, having jurisdiction over the Property and all applicable ordinances, rules, and regulations as amended by the City.
- 1.13 “Grant Payment(s)” means the periodic payments of a percentage of Available Sales Taxes as provided herein.
- 1.14 “Grant Payment Cap” has the meaning set forth in Section 5.02 of this Agreement.
- 1.15 “Municipal Building Codes” means building, plumbing, electrical, mechanical, and fire codes and all amendments thereto in effect on the date of submittal of a permit application to the City pursuant to the Building Codes, except any amendments

from which the Project is exempt pursuant to Chapter 245 of the Local Government Code.

- 1.16 "Opening Date" means that date on which the Store, Phase One Junior Anchor Store, or Phase Two Junior Anchor Store is open to the public, has the required Certificate Occupancy to do so, and begins operating as a going concern at that location.
- 1.17 "Parties" means City and Developer, collectively.
- 1.18 "Party" means City or Developer, individually.
- 1.19 "Phase" means the Store and Phase One Junior Anchor Store to be constructed and operated on the Phase One Property portion of the Development or the Phase Two Junior Anchor Store to be constructed on the Phase Two Property portion of the Development.
- 1.20 "Phase One Junior Anchor Store" means approximately 18,640 square feet of retail, office, or other commercial space located on the Phase One Property to be leased to one or more commercial users.
- 1.20 "Phase One Property" means the approximately four (4) acre portion of the Property generally located at 1679 SW Wilshire Boulevard, Burleson, Texas, and depicted on **Exhibit A**.
- 1.21 "Phase Two Junior Anchor Store" means approximately 27,437 square feet of retail, office, or other commercial space located on the Phase Two Property to be leased to one or more commercial users.
- 1.22 "Phase Two Property" means the approximately two (2) acre portion of the Property generally located at 1679 SW Wilshire Boulevard, Burleson, Texas, and depicted on **Exhibit A**.
- 1.23 "Plat(s)" means any final plat(s) for a portion of the Property approved from time to time by the City in accordance with this Agreement.
- 1.24 "Sales Tax" shall mean the City Sales Tax, which is currently established at one percent (1.0%).
- 1.25 "Store" means a Sprouts Farmers Market grocery store comprised of approximately 23,256 square feet located on the Phase One Property operated in a manner substantially similar to the Sprouts Farmers Market located at 17795 Dallas Parkway Dallas, TX 75287.
- 1.26 "Subdivision Regulations" means the Subdivision and Development Ordinance and Design Standards manual or other regulations adopted in their place, as of the

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

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

ARTICLE 2.

AUTHORIZATION, RECITALS, CITY PARTICIPATION, AND EXHIBITS

- 2.01 Authorization. The Burleson City Council finds and determines that this Agreement is authorized and governed by Chapter 380 of the Local Government Code and the Program.
- 2.02 Recitals. The recitals set forth in the foregoing “WHEREAS” clauses are true and correct, constitute representations and warranties of the Parties, constitute legislative findings of the governing bodies of the Parties, form the basis upon which the Parties have entered into this Agreement, and establish the intent of the Parties in entering into this Agreement. If it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given effect. The Parties have relied on the recitals as part of the consideration for entering into this Agreement and, but for the recitals, would not have entered into this Agreement.
- 2.03 City Participation. The City’s obligation to make Grant Payments under this Agreement shall not exceed the sum of TWO MILLION DOLLARS (\$2,000,000.00). The City authorizes the City Manager to allocate such funds as permitted by law and necessary to meet the City’s obligation to make Grant Payments as set forth in this Agreement.
- 2.04 Exhibits. The exhibits attached to this Agreement, incorporated herein by reference for all purposes, are as follows:

Exhibit A – Property, Phase One Property, and Phase Two Property Location
Exhibit B – Concept Plan

ARTICLE 3. **TERM**

The Term of this Agreement shall commence on the Effective Date and will terminate twelve (12) years following the date Developer causes Sprouts to open for business from the Store.

ARTICLE 4.
COVENANTS OF DEVELOPER

4.01 Covenants Regarding Development and Operations. In consideration of City agreeing to pay Developer the Grant Payments in accordance with the terms, provisions and conditions of this Agreement, Developer agrees to the following, which are not obligations of Developer, but are duties that must be fulfilled in order to receive Grant Payments:

- (A) Developer shall design and construct the Development in conformance with the Governing Regulations.
- (B) Developer shall design and construct the Development in substantial conformance with the Concept Plan (subject to further modification as required via zoning and building permit process).
- (C) Developer shall cause the Development, the Store, the Phase One Junior Anchor Store, and Phase Two Junior Anchor Store to operate in conformance with the criteria and development standards set forth in the ordinances of the City of Burleson and applicable state and federal laws.
- (D) Developer shall remain current and paid on all property taxes on the Property, subject to appeal rights in accordance with law and subject to a right to cure any delinquency as set forth herein.
- (E) Developer shall Commence Construction on the Store and Phase One Junior Anchor Store on or before September 1, 2025.
- (F) Developer shall Complete Construction on the Store on or before September 30, 2025.
- (G) Developer shall have an Opening Date for the Store on or before September 30, 2025.
- (H) After the Opening Date, Developer shall cause Sprouts to operate the Store for the term of this Agreement subject to (i) Force Majeure, (ii) casualty and condemnation, and (iii) temporary closings for repair, renovations and/or alterations not to exceed ninety (90) days.
- (I) Developer shall Complete Construction on the Phase One Junior Anchor Store on or before February 1, 2026.

- (J) Developer shall use commercially reasonable efforts to cause the Phase One Junior Anchor Store to have an Opening Date on or before February 1, 2026.
 - (K) After the Opening Date, Developer shall use commercially reasonable efforts to cause the Phase One Junior Anchor Store to operate for the term of this Agreement subject to (i) Force Majeure, (ii) casualty and condemnation, and (iii) temporary closings for repair, renovations and/or alterations not to exceed ninety (90) days.
 - (L) Developer shall Commence Construction on the Phase Two Junior Anchor Store on or before September 1, 2026.
 - (M) Developer shall Complete Construction on the Phase Two Junior Anchor Store on or before December 31, 2027.
 - (N) Developer shall use commercially reasonable efforts to cause the Phase Two Junior Anchor Store to have an Opening Date on or before December 31, 2027.
 - (O) After the Opening Date, Developer shall use commercially reasonable efforts to cause the Phase Two Junior Anchor Store to operate for the term of this Agreement subject to (i) Force Majeure, (ii) casualty and condemnation, and (iii) temporary closings for repair, renovations and/or alterations not to exceed ninety (90) days.
 - (P) Make a Capital Investment in the Phase One Property of no less than SEVEN MILLION DOLLARS (\$7,000,000.00) by February 1, 2026.
 - (Q) Make a Capital Investment in the Phase Two Property of no less than Three Million and 00/100 Dollars (\$3,000,000.00) by December 31, 2027.
- 4.02 Verification of Capital Investment. In verifying the Capital Investment for any Phase of the Development, the City may request, and Developer hereby agrees that it will permit reasonable review of information that permits the City to verify that the Capital Investment made by Developer meets or exceeds the requirements, provisions, or terms of this Agreement.

ARTICLE 5.
PROGRAM GRANT

- 5.01 Subject to Developer complying with its duties and obligations under this Agreement, the City agrees that, subject to the terms and conditions contained herein, Developer shall be entitled to receive Grant Payments and benefits according to the terms set forth in this Article.
- 5.02 The maximum Grant Payments cumulatively available to Developer over the term of this Agreement shall not exceed TWO MILLION DOLLARS (\$2,000,000.00).

- 5.03 The City shall make Grant Payments to Developer in annual installments equal to one hundred percent (100%) of Available Sales Taxes received by the City for the prior calendar year of the Store's operation.
- 5.04 The Grant Payments shall cease upon the earlier of:
- (A) The date upon which the Grant Payment is paid for the final twelve (12) month period that ended ten (10) years following the date Developer causes Sprouts to open for business from the Store; or
 - (B) The date upon which the Grant Payment Cap has been reached.
- 5.05 For each calendar year in which a grant payment is requested, Developer agrees to use commercially reasonable efforts to cause Sprouts to provide a release to the City that will allow the Texas Comptroller of Public Accounts (the "Comptroller") to release information to the City that documents the amount of Available Sales Taxes collected by the Comptroller for the City from the Store (the "Sales Tax Disclosure"). The City and Developer shall rely on the Sales Tax Disclosure as accurate and definitive for purposes of this Agreement. Following the City's receipt of the release from Sprouts, the City shall use prompt and diligent good faith efforts to secure the Sales Tax Disclosure from the Comptroller but the City shall not be required to pay Developer the Grant Payments under this Article until such time that Sprouts provides the required release and the Comptroller provides the Sales Tax Disclosure.
- 5.06 Following receipt of the Sales Tax Disclosure and the receipt of Available Sales Taxes by City, City shall pay Developer the annual installment of Grant Payments due hereunder, subject to the terms and provisions of this Agreement, within sixty (60) days. Both parties acknowledge that as of the Effective Date of this Agreement, the Sales Tax Disclosure and disbursement of Available Sales Taxes for the prior calendar year to City by Comptroller is expected to occur no sooner than March 1 of each calendar year.

ARTICLE 6.
AUTHORITY; COMPLIANCE WITH LAW

- 6.01 Sprouts hereby represents and warrants to the City that it has full lawful right, power and authority to execute and deliver and perform the terms and obligations of this Agreement and that the execution and delivery of this Agreement has been duly authorized by all necessary action by Developer and this Agreement constitutes the legal, valid and binding obligation of Developer, and is enforceable in accordance with its terms and provisions.
- 6.02 Notwithstanding any other provision of this Agreement, Developer shall comply with all federal, state, and local laws.

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

ARTICLE 7. **TERMINATION**

7.01 Termination. This Agreement shall terminate at the expiration of the Term specified in Article 3 unless terminated earlier as follows:

- (a) By written agreement of the Parties;
- (b) On the date of termination set forth in a written notice provided by a Party to the other Party in the event the other Party is in default and breaches any of the terms and conditions, including performance conditions, of this Agreement and such default is not cured within ninety (90) days after the non-breaching Party sends notice to the breaching Party of such breach;
- (c) On the date of termination set forth in a written notice by City to Sprouts if Sprouts experiences an Event of Bankruptcy;
- (d) On the date of termination set forth in a written notice by City to Sprouts if Sprouts has delinquent ad valorem or sales taxes owed to the City (provided that Sprouts retains the right to timely and properly protest and/or contest any such taxes), and such delinquent ad valorem or sales taxes owed to the City are not paid within ninety (90) days after the City sends notice to Sprouts; or
- (e) On the date of termination set forth in a written notice by a Party to the other Party if either Party receives notice that any subsequent federal or state legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal, or unenforceable.

7.02 No Additional Grant Payments Following Termination. In the event this Agreement is terminated by the City pursuant to Section 7.01, then Developer shall not be entitled to any additional Grant Payments or other funds paid pursuant to this Agreement from City and the City shall have no further obligation to Developer except those that expressly survive termination.

7.03 False Representation or Falsification of Documentation. In the event this Agreement is terminated by the City pursuant to Section 7.01(b) because Developer has knowingly provided any false representation or knowingly provides

any false documentation of investments, costs, or achievement of any milestone or requirement under this Agreement, then Developer shall within thirty (30) days of the date of termination return to the City any funds received by Developer under this Agreement. The terms set forth in this Section shall survive termination.

- 7.04 Limitation of Liability. Notwithstanding any provision of this Agreement to the contrary, in no event shall a Party be liable to the other Party for consequential, incidental, punitive, special, or exemplary damages, including lost revenues, profits, delays, or other economic loss arising from any cause including breach of warranty, breach of contract, tort, strict liability or any other cause whatsoever. To the extent permitted by law, any statutory remedies that are inconsistent with this provision of the Agreement are waived. The terms set forth in this Section shall survive termination.
- 7.05 No Waiver. No waiver or any breach of any term or condition of this Agreement shall be construed to waive any subsequent breach of the same or any other term or condition of this Agreement. Any waiver of any term or condition of this Agreement must be in writing and approved by the Parties.

ARTICLE 8. **RIGHT OF OFFSET**

Developer agrees that, subject to the provision of notice by the City and 90-day period following receipt of notice in which Developer may respond or act, City may offset the amount of any Grant Payments due to Developer for any calendar year under this Agreement against any amount which is: (i) lawfully due to City from Developer, and (ii) not subject to challenge by Developer in a court of competent jurisdiction.

ARTICLE 9. **VENUE AND GOVERNING LAW**

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

ARTICLE 10. **FORCE MAJEURE**

Performance of Developer's obligations under this Agreement, including without limitation any deadlines set forth under Article 4 which shall be extended on a day for day basis in proportion to any delays attributable to events of force majeure, shall be subject

to extension due to delay by reason of events of force majeure, and Developer's obligations shall be abated during any period of force majeure. Force majeure shall include, without limitation, damage or destruction by fire or other casualty, condemnation, strike, lockout, civil disorder, war, issuance of any permit and/or legal authorization (including engineering approvals by any governmental entity), governmental approvals and permits, shortage or delay in shipment of materials or fuel occasioned by any event referenced herein, acts of God, unusually adverse weather or wet soil conditions or other causes beyond the parties' reasonable control, including but not limited to, any court or judgment resulting from any litigation affecting the Property or this Agreement.

ARTICLE 11.
GIFT TO PUBLIC SERVANT OR TO DEVELOPER REPRESENTATIVE

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

ARTICLE 12.
ASSIGNMENT

Except for an assignment of the Agreement to an Affiliate (as defined below), Developer may not assign any part of this Agreement without consent or approval by the City Council. For purposes of this Agreement an "Affiliate" means any entity that controls Developer, is controlled by Developer or is under common control with Developer.

ARTICLE 13.
INDEMNIFICATION

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

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

- 13.02 It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties. The City (including its past, present and future officers, elected officials, directors, employees and agents of the City) does not assume any responsibility to any third party in connection with Developer's construction of the Development.

ARTICLE 14. MISCELLANEOUS MATTERS

- 14.01 Time is of Essence. Time is of the essence in this Agreement. The parties hereto will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.
- 14.02 Agreement Subject to Law. This Agreement is made subject in accordance with the Burleson Home Rule Charter and ordinances of City, as amended, and all applicable State and federal laws.
- 14.03 Interpretation. Each of the parties have been represented by counsel of their choosing in the negotiation and preparation of this Agreement. In the event of any dispute regarding the interpretation of this Agreement, this Agreement will be interpreted fairly and reasonably and neither more strongly for nor against any party based on draftsmanship.
- 14.04 Counterparts Deemed Original. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
- 14.05 Captions. The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
- 14.06 Complete Agreement. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in the Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached and made a part of this Agreement.

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

14.08 Notice. Any notice to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be (i) delivered personally, with a receipt requested therefore; or (ii) sent by a nationally recognized overnight courier service; or (iii) delivered by United States certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the respective party at its address set forth below, and shall be effective (a) upon receipt or refusal if delivered personally; (b) one business day after depositing, with such an overnight courier service or (c) two business days after deposit in the United States mails, if mailed. Any party hereto may change its address for receipt of notices by service of a notice of such change in accordance with this subsection.

Developer: Burleson Wilshire Investment Partners LLC
9010 Overlook Boulevard
Brentwood, TN 37027 _____
Attn: GBT Legal Department

With a copy to: Burleson Wilshire Investment Partners LLC
9010 Overlook Boulevard
Brentwood, TN 37027
Attn: George Tomlin

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

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

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

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

14.11 Approval by the City Council Required; Authority. The City's action to enter into this Agreement is subject to the approval of the City Council of the City of Burleson, Texas. This Agreement shall not be effective until the City Council of the City of Burleson, Texas authorizes and approves the City's action to enter into this Agreement and such Agreement is signed by the parties. The City and the Developer each hereby represents and warrants that the person(s) executing this Agreement on their behalf have been duly and validly authorized to execute and deliver this Agreement and have the right, power and authority to enter this Agreement on their behalf.

[Signature pages to follow]

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

CITY OF BURLESON

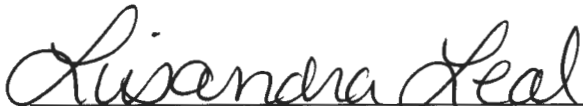
By: 
Tommy Ludwig, City Manager

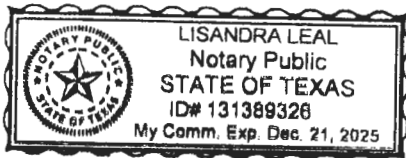
Date: March 18, 2024

STATE OF TEXAS
COUNTY OF JOHNSON

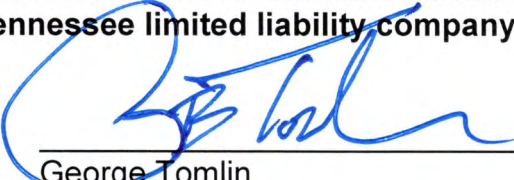
This instrument was acknowledged before me on March 18, 2024 by Tommy Ludwig, known personally by me to be the City Manager of the City of Burleson, on behalf of said City.

[Notary Seal]


Notary Public, State of Texas



**Burleson Wilshire Investment Partners, LLC,
a Tennessee limited liability company**

By: 
George Tomlin

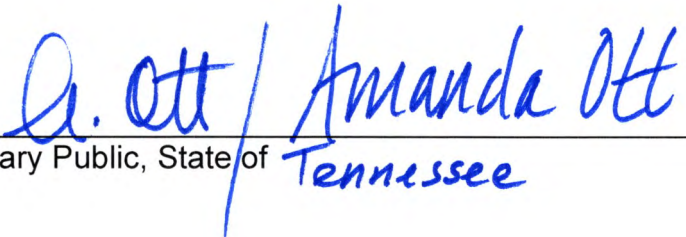
Name: George Tomlin
Title: Manager

Date: 3/8/2024

STATE OF Tennessee
COUNTY OF Williamson

This instrument was acknowledged before me on March 8, 2024 by George Tomlin, known personally by me to be the Manager of **Burleson Wilshire Investment Partners, LLC**, on behalf of said entity.




Notary Public, State of Tennessee


City Council Regular Meeting

DEPARTMENT: City Secretary’s Office
FROM: Amanda Campos, City Secretary
MEETING: May 18, 2026

SUBJECT:

Consider and take possible action on a minute order approving an excused absence for Council Place 1 Victoria Johnson, for the June 1, 2026 regular council meetings. *(Staff Contact: Amanda Campos, City Secretary)*

STRATEGIC PRIORITY AND GOAL(S):

Strategic Priority	Strategic Goal
 <p>High Performing City Organization Providing Exceptional, People Focused Services</p>	1.2 Continue to improve the efficiency and productivity of operations 1.3 Deliver high-quality service and communications to external and internal customers

SUMMARY:

The City Charter Article III, Section 19 (d) Absences, states, unless prevented from attending by sickness, a councilmember who is absent for three consecutive regular meetings of the city council without first having obtained leave of absence from the city council at a regular meeting, is deemed to have vacated the office, and the city council shall fill the vacancy in accordance with Section 23 of this Charter. Council member Johnson notified the City Secretary of a council meeting date where she will be absent and has requested an item be presented to the city council for an excuse for the meeting.

The meeting date requested for excused absence is June 1, 2026. Council member Johnson respectfully requests the council approve the dates.

RECOMMENDATION:

N/A

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

N/A

REFERENCE:

City Charter Article III The City Council,
Section 19 Terms; place numbers,
absences (d)

FISCAL IMPACT:

N/A

STAFF CONTACT:

Name: Amanda Campos
Title: City Secretary
acampos@burlesontx.com
817-426-9665 or 817-291-5846


City Council Regular Meeting

DEPARTMENT: Development Services
FROM: Tony McIlwain, Development Services Director
MEETING: May 18, 2026

SUBJECT:

ETJ Release Petition for 1699 SE John Jones DR (REL26-002): Consider and take possible action on a petition for release from the City of Burleson extraterritorial jurisdiction (ETJ) for approximately 19.58 acres of land addressed 1699 SE John Jones DR. *(Staff Contact: Tony D. McIlwain, AICP, CFM, Development Services Director) (No Planning and Zoning Commission action was required for this item)*

STRATEGIC PRIORITY AND GOAL(S):

Strategic Priority	Strategic Goal
 <p>Dynamic & Preferred City Through Managed Growth</p>	<p>2.2 Promote sustainable residential and commercial development through strategic and long-term planning</p>

SUMMARY:

On April 21, 2026, a petition was submitted by Gordon and Janet Braley to be released from the extraterritorial jurisdiction (ETJ) of the City of Burleson on approximately 19.58 acres of land addressed as 1699 SE John Jones DR as shown on the attached Exhibit 2 and further described in their petition attached as Exhibit 3.

RECOMMENDATION:

S.B. 2038 is being constitutionally challenged, recommend taking no action.

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

N/A

REFERENCE:

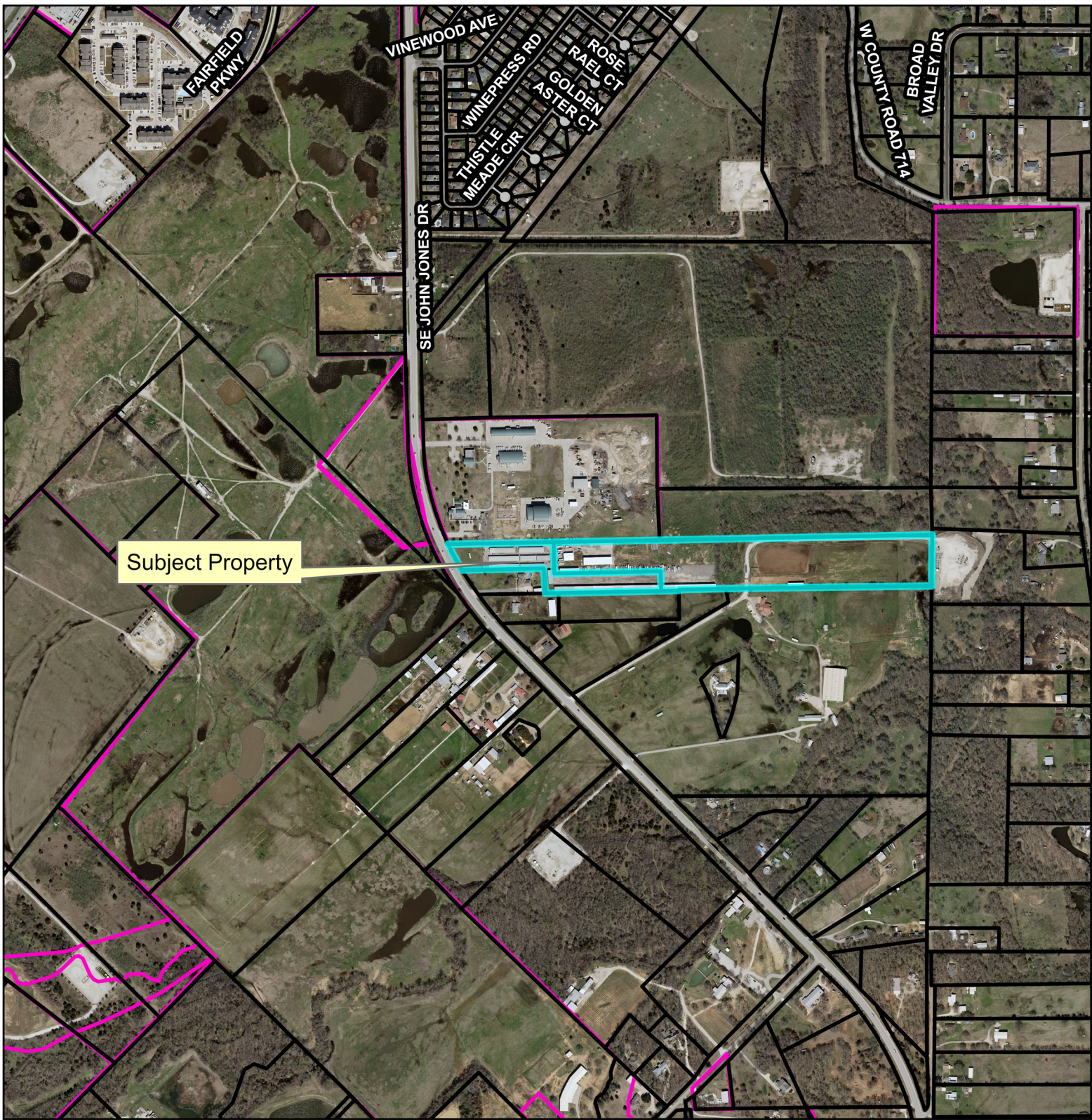
[88\(R\) SB 2038 - Senate Committee Report version - Bill Text \(texas.gov\)](#)

FISCAL IMPACT:

None.

STAFF CONTACT:

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

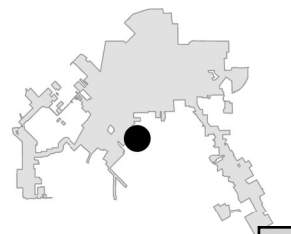


Subject Property



**1699 SE John Jones (FM 731)
ETJ Release Petition
REL26-002**

THE CITY OF
BURLESON
TEXAS



Vicinity Map

APPENDIX I



Release from Extraterritorial Jurisdiction (ETJ) Petition

The required fee is \$200

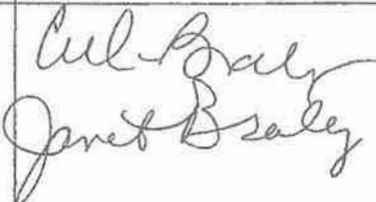

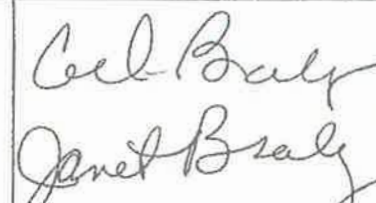
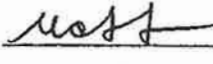
APPLICANT / OWNER	
Applicant or Authorized Agent	Owner
Name: <u>John Dreyman</u>	Name: <u>Gordon + Janet Braley</u>
Company: <u>John Dreyman</u>	Company:
Address:	Address:
Telephone: <u>817 933 1686</u>	Telephone: <u>817 976 9164</u>
Email: <u>jd.dreyman@acac.com.net</u>	Email: <u>janetad4275@sbcglobal.net</u>
Signature:	Signature: <u>Janet Braley</u> <u>Janetad4275@sbcglobal.net</u>

SITE INFORMATION	
Number of properties within the area to be released:	<u>2 11099 SE</u>
General location or address of area to be released:	<u>17 17 SE John James Dr. Burleson, TX</u>
Total Acres to be released:	<u>19.51</u>
County of Request:	<u>Johnson</u>

REQUIRED ITEMS FOR PETITION (Applicant must initial next to each item)	
<input type="checkbox"/>	Completed Application
<input type="checkbox"/>	Exact Property description in the form of: 1) Metes and Bounds, or 2) Identification of the property (Lot and Block) on a Recorded Plat
<input type="checkbox"/>	Signed "Release from ETJ Petition" (see next page) 50% of all owners within the area to be released must provide a NOTARIZED signature
<input type="checkbox"/>	If property is owned by an entity, estate, trust, etc. – provide proof of authority to sign on behalf of the entity, estate, trust, etc.
<input type="checkbox"/>	If current ownership differs from data available on the Appraisal District website provide deed(s) as proof of ownership
<input type="checkbox"/>	Owner of the property acknowledges that with the submittal of this petition, that they may no longer assume they will have the ability to receive City of Burleson utility or emergency services for the property being removed for the extraterritorial jurisdiction (ETJ) of the City of Burleson. This petition may also trigger CCN discountenance efforts by the City of Burleson.
<input type="checkbox"/>	Owners signature required: <u>Janet Braley</u>

CITY OF BURLESON RELEASE FROM ETJ PETITION

By signing this petition, I hereby request to be removed from the City of Burleson Extraterritorial Jurisdiction (ETJ). I hereby affirm that I am the legal owner of the property identified below (attach additional pages as required).

Tax ID # and Physical Address	Property Owners Signature	Notary
R 000079655 16111 SE John Jones Dr, Burleson, TX 76028		State of <u>Texas</u> County of <u>Parker</u> The instrument was signed or acknowledged before me on <u>4/18/2025</u> By _____ Print name of signer(s) Janet Bralcy Gordon Bralcy  Notary Signature
R00002701 16111 SE John Jones Dr, Burleson, TX 76028		State of <u>Texas</u> County of <u>Parker</u> The instrument was signed or acknowledged before me on <u>4/18/2025</u> By _____ Print name of signer(s) Janet Bralcy Gordon Bralcy  Notary Signature



2701 SUNSET RIDGE DRIVE, STE 303
ROCKWALL, TEXAS 75082
FIRM REGISTRATION NO. 10194366

BOUNDARY SURVEY



BARRY D. RHODES Registered Professional Land Surveyor (214) 326-1090

This is to certify that I have, this date, made a careful and accurate survey on the ground of property located at 1699 FARM TO MARKET 731, in the City of BURLESON, JOHNSON County, Texas.

STATE OF TEXAS:
COUNTY OF JOHNSON

BEING all that certain lot, tract or parcel of land situated in the B. Branson Survey, Abstract No. 58, Johnson County, Texas, being a tract of land described in deed to Gordon O. Braley and Janet A. Braley, recorded in Volume 2027, Page 876, Deed Records, Johnson County, Texas (D.R.J.C.T.), and being more particularly described by the following metes and bounds description:

BEGINNING at a 3/8 inch iron rod found for corner in the East line of Farm to Market Road 731, at the Southwest corner of Lot 1, Block 1 of Burleson Service Center Addition, an addition to the City of Burleson, Johnson County, Texas, according to the Plat thereof recorded in Cabinet B, Slide 612, Plat Records, Johnson County, Texas (P.R.J.C.T.), being the Northwest corner of said Braley tract and being more particularly described by the following metes and bounds description:

THENCE North 88 deg. 59 min. 30 sec. East, passing a 1 inch iron rod found for reference at the Southeast corner of said Lot 1, Block 1 and continuing for a total distance of 2985.60 feet to a 1/2 inch iron rod found for corner in the West line of a tract of land described in deed to Misty Ivey, an unmarried woman, recorded under instrument No. 2020-5217 (D.R.J.C.T.), at the Southeast corner of a tract of land described in deed to 731 Prop LLC, a Texas limited liability company, recorded under instrument No. 2018-16045 (D.R.J.C.T.);

THENCE South 00 deg. 50 min. 55 sec. West, with the said West line a distance of 319.95 feet to a 5/8 inch iron rod found for corner at the Northeast corner of a tract of land described in deed to Burleson Independent School District, recorded under instrument No. 2015-11590 (D.R.J.C.T.);

THENCE South 89 deg. 00 min. 33 sec. West, passing at a distance of 1272.33 feet a 1/2 inch iron rod found for corner at the Northwest corner of said Burleson Independent School District, and continuing for a total distance of 1563.09 feet to a 1 inch iron rod found for corner at the Northwest corner of a tract of land described in deed to Western Hauler Enterprises, INC., recorded under instrument No. 2015-7846 (D.R.J.C.T.);

THENCE South 88 deg. 57 min. 32 sec. West, a distance of 909.75 feet to a 5/8 inch iron rod found for corner in the North line of a tract of land described in deed to Mark L. Porterfeld, recorded in Volume 2489, Page 373 (D.R.J.C.T.), at the Southeast corner of a tract of land described in deed to Greg Graham and Sheila Graham, recorded under instrument No. 2015-28405 (D.R.J.C.T.);

THENCE North 04 deg. 14 min. 28 sec. West, a distance of 184.11 feet to a 5/8 inch iron rod found for corner at the Northeast corner of said Graham tract;

THENCE South 88 deg. 59 min. 05 sec. West, a distance of 511.85 feet to a 5/8 inch iron rod found for corner at the Northwest corner of said Graham tract, being the beginning of a curve right having a central angle of 05 deg. 40 min. 42 sec., a radius of 1860.08 feet, having a chord bearing and distance of North 27 deg. 22 min. 23 sec. West, 184.26 feet;

BARRY S. RHODES, Registered Professional Land Surveyor (214) 326-1098
has to certify that this site, made a careful and accurate survey on the ground of property located at 1898 FARM TO MARKET 731, in the City of BURLESON, JOHNSON COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF JOHNSON

BEING all that certain lot, tract or parcel of land situated in the B. Bronson Survey, Abstract No. 56, Johnson County, Texas, being a tract of land described in deed to Gordon O. Bucky and Janet A. Bucky, recorded in Volume 2027, Page 876, Deed Record, Johnson County, Texas (D.B. 2027, P. 876), and being more particularly described by the following metes and bounds description:

BEGINNING at a 1/8" iron rod found for corner at the Southeast corner of Lot 1, Block 1 of Burleson Service Center Addition, an unrecorded subdivision of land in the City of Burleson, Johnson County, Texas, (P.L.C. 1), and being more particularly described by the following metes and bounds description:
THENCE North 89 deg. 58 min. 35 sec. East, along a 1/2" iron rod found for reference at the Southeast corner of said Lot 1, Block 1, and continuing by a lead distance of 2988.60 feet to a 1/2" iron rod found for corner at the West line of a tract of land described in deed to Maly Jety, an unrecorded woman, recorded under Instrument No. 20204317 (D.B. 2020, P. 4317), at the Southeast corner of a tract of land described in deed to 731 Farm LLC, a Texas limited liability company, recorded under Instrument No. 2018-10545 (D.B. 2018, P. 10545);

THENCE South 00 deg. 50 min. 59 sec. West, with the said West line a distance of 319.86 feet to a 5/8" iron rod found for corner at the Northwest corner of a tract of land described in deed to Burleson Independent School District, recorded under Instrument No. 2016-11596 (D.B. 2016, P. 11596);

THENCE South 89 deg. 00 min. 33 sec. West, passing at a distance of 1272.30 feet a 1/2" iron rod found for corner at the Northwest corner of said Burleson Independent School District, and continuing by a lead distance of 152.00 feet to a 1/2" iron rod found for corner at the Northwest corner of a tract of land described in deed to Mark L. Porterfield, recorded under Instrument No. 2015-2845 (D.B. 2015, P. 2845);

THENCE North 04 deg. 14 min. 28 sec. West, a distance of 154.11 feet to a 5/8" iron rod found for corner at the Northwest corner of said Graham tract.

THENCE South 89 deg. 59 min. 09 sec. West, a distance of 611.68 feet to a 5/8" iron rod found for corner at the Northwest corner of said Graham tract, having a bearing of a cover right having a central angle of 05 deg. 40 min. 42 sec., a radius of 1965.09 feet, having a chord bearing and distance of North 27 deg. 22 min. 23 sec. West, 1842.76 feet.

THENCE Northwesterly along said curve to the right an arc distance of 104.37 feet to the PLACE OF BEGINNING and containing 853.791 square feet or 19.56 acres of land.



PROPERTY SUBJECT TO EASEMENTS AND RESTRICTIONS
Volume 2027, Page 876, County Clerk's Deed Record, Johnson County, Texas, (D.B. 2027, P. 876), and being more particularly described by the following metes and bounds description:
VOLUME 439, PAGE 27, 2256, PAGE 724, (D.B. 2018, P. 439, P. 27, P. 2256, P. 724), and being more particularly described by the following metes and bounds description:
VOLUME 2207, PAGE 87

THE ABOVE RECORDED PROPERTY DESCRIBED ABOVE IS SUBJECT TO AN UNRECORDED EASEMENT IN FAVOR OF THE BURLESON SERVICE CENTER ADDITION
PANEL NO. 2018031011

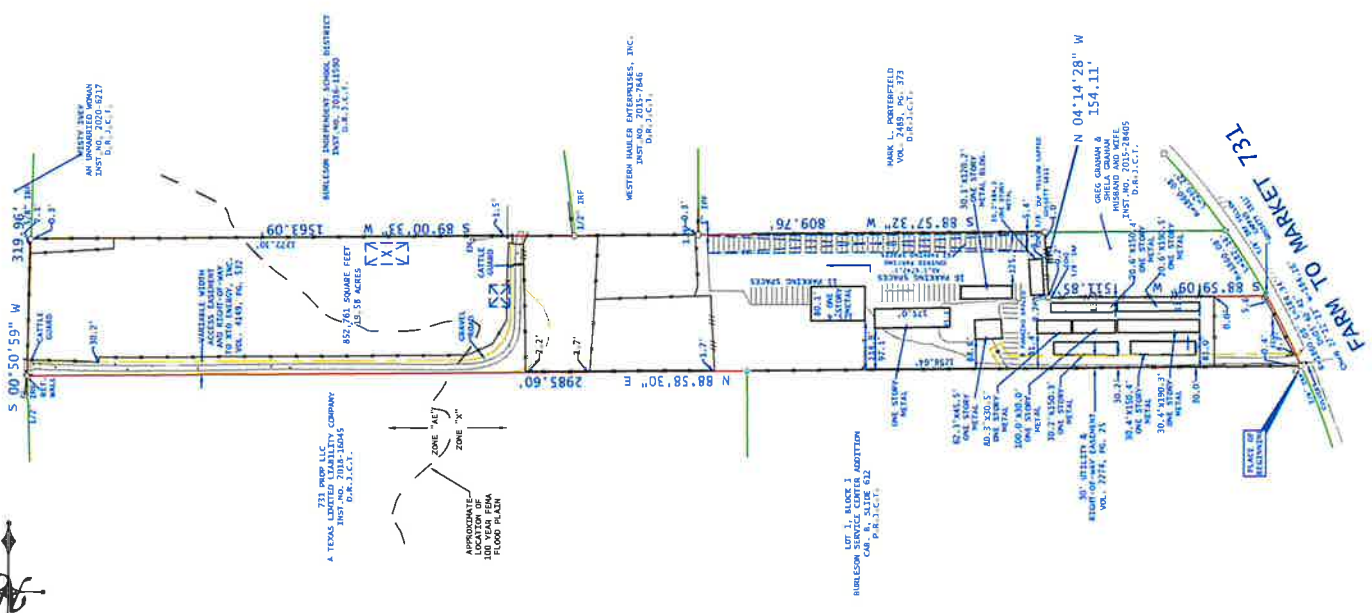
MEASUREMENTS ARE BASED ON NAD 83
COORDINATE SYSTEM: NAD 83
CENTRAL ZONE
COORDINATE SYSTEM: NORTH
ELECTRONIC DATA BASES
FOR DIRECTIONAL CONTROL

This parcel depicted herein is a true, correct, and accurate representation of the property as determined by survey; the lines and dimensions of said property are as shown, all improvements being within the boundaries of the property setback from the property lines the distance indicated.

THIS SURVEY WAS PERFORMED EXCLUSIVELY FOR TRULY TITLE

DATE: 05-24-2025
BY: BARRY S. RHODES
G. F. No. 26083789-37
Job no.: 202504155-01

Drawn by: BM




City Council Regular Meeting

DEPARTMENT: Development Services
FROM: Tony McIlwain, Development Services Director
MEETING: May 18, 2026

SUBJECT:

Crunch Fitness located at 1551 Greenridge Drive (VAR26-009): Consider and take possible action on a resolution for variances to Chapter 63; Sign Regulations, relating to the location of a pylon sign outside of the North Wilshire Sign Corridor and sign clearance from the ground to bottom of the sign cabinet for Crunch Fitness located at 1551 Greenridge Drive. *(Staff Contact: Tony D. McIlwain, AICP, CFM, Development Services Director) (No Planning and Zoning Commission action was required for this item)*

STRATEGIC PRIORITY AND GOAL(S):

Strategic Priority	Strategic Goal
 <p>Dynamic & Preferred City Through Managed Growth</p>	<p>2.2 Promote sustainable residential and commercial development through strategic and long-term planning</p>

SUMMARY:

On March 16, 2026, an application was submitted by Katherine Moltz representing Pattison ID, on behalf of Essential Burleson LP, for variances to allow:

- 1) placement of a 29' tall pylon sign in an area where only monument signs are allowed; and
- 2) a reduction from the ground clearance requirement of 10' down to 8'11-1/2" for the pylon sign.

Pylon signs are not allowed outside of the North Wilshire Sign Corridor. The extent of the North Wilshire Sign Corridor is defined as properties fronting on either side of Wilshire Boulevard, north of Elk Drive and south of IH 35.

Planning Analysis

Sign regulations; Section 63-57 (Pylon Sign):

(a) Location.

(2) Signs shall be allowed to locate on premises adjacent to IH 35, Chisholm Trail Parkway and within the North Wilshire Sign Corridor.

(a) North Wilshire Sign Corridor, defined as properties fronting on either side of Wilshire Boulevard, north of Elk Drive and south of IH 35.

(c) Height.

(2) Sign must maintain a ten-foot clearance from the ground to the bottom of sign cabinet.

The requested pylon sign is not allowed by Chapter 63 Sign Code. There are multi-tenant signs along John Jones Drive that were approved and installed prior to the current pylon sign code restrictions. Those signs include the multi-tenant signs located at HEB, Target, Kroger and Home Depot. For historical context, staff has included a 2015 Council action item regarding the pylon sign prohibition.

The applicant’s justification for approval in granting the variances has been attached as Exhibit 3.

Approval Standards in Granting a Variance.

(Chapter 63-Sign Regulations, Section 63-12(b) - Variances):

Consideration
Special conditions exist that are peculiar to the land, structure or building involved and are not applicable to other lands, buildings or structures in the same vicinity. The City may attach such conditions to granting all or a portion of any variance necessary to achieve the purpose of this chapter.
The strict interpretation of the chapter would deprive the applicant of rights commonly enjoyed by other properties in the vicinity under the terms of this chapter.
Special conditions and circumstances do not result from the actions of the applicant(s) and such conditions and circumstances do not merely constitute pecuniary hardship or inconveniences.
Granting the variance will meet the objectives of the ordinance and not be injurious to the adjoining property owners or otherwise detrimental to the public welfare.

The request will be the minimum variance necessary to alleviate the special hardship or practical difficulties faced by the applicant in meeting the requirements of this chapter; and

Granting the variance will be in harmony with the *spirit and purpose* of this chapter.

RECOMMENDATION:

Staff recommends denial of variances as requested by the applicant as pylon signs are prohibited.

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

N/A

REFERENCE:

[City of Burleson, TX FREESTANDING SIGNS \(ecode360.com\)](#)

FISCAL IMPACT:

None.

STAFF CONTACT:

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

Crunch Fitness Signage (VAR26-009)

PRESENTED TO CITY COUNCIL– 5.18.26

TONY D. MCILWAIN, AICP, CFM

DEVELOPMENT SERVICES DIRECTOR

VAR – 1551 GREENRIDGE DRIVE

Location:

- 1551 Greenridge Drive

Applicant:

- Katherine Moltz (Pattison ID)
- Doug Florance/Essential Burleson LP (Owner)

Item for approval:

Resolution for variances to signage related to a pylon sign where none is allowed, and minimum ground clearance for the sign cabinet.



REQUESTED VARIANCES

Variance(s) requested:

1. Pylon sign outside the North Wilshire Sign Corridor

Sign regulations; Section 63-57 (Pylon Sign):

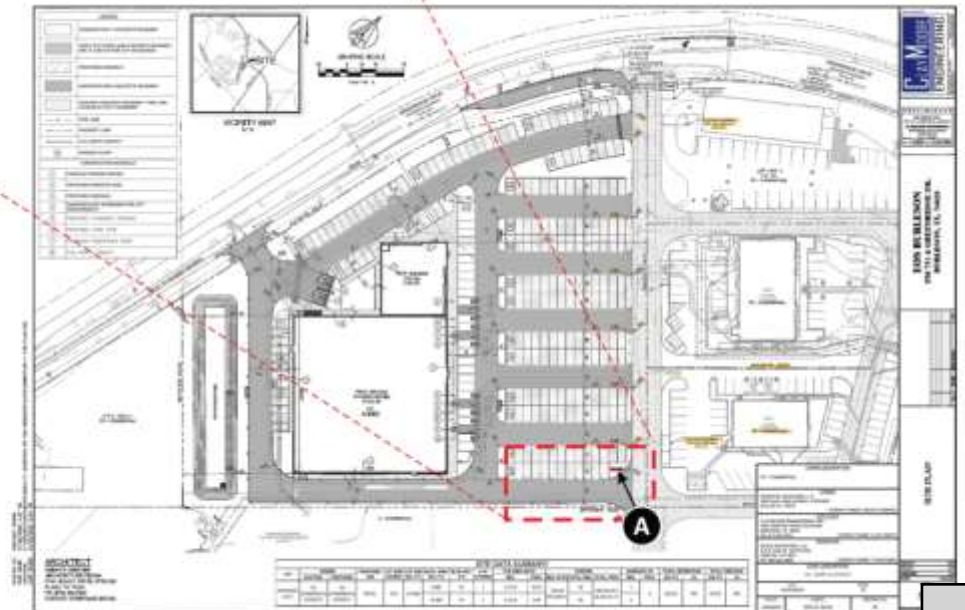
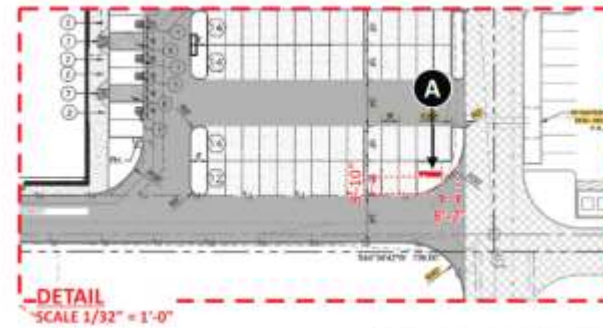
(a) Location.

(2) Signs shall be allowed to locate on premises adjacent to IH 35, Chisholm Trail Parkway and within the North Wilshire Sign Corridor.

(a) North Wilshire Sign Corridor. The extent of the North Wilshire Sign Corridor is defined as properties fronting on either side of Wilshire Boulevard, north of Elk Drive and south of IH 35.

(c) Height.

(2) Sign must maintain a ten-foot clearance from the ground to the bottom of sign cabinet.



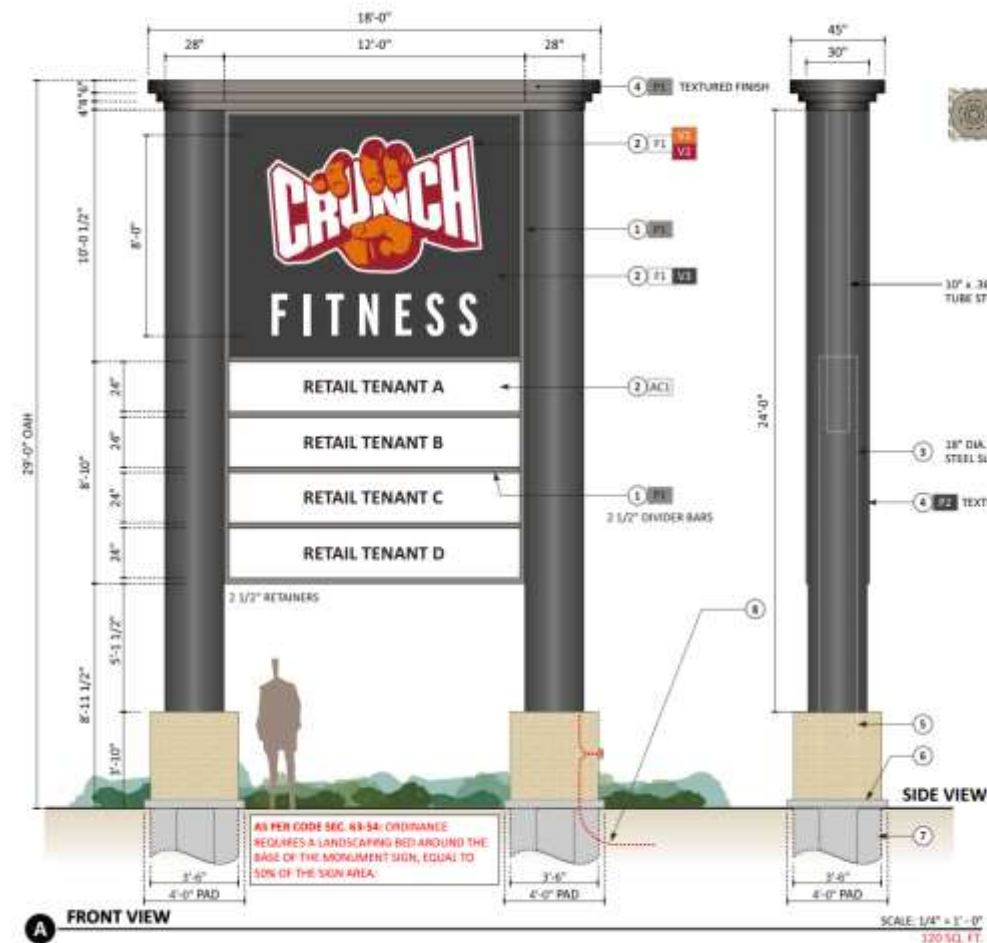
HISTORICAL CONTEXT

- City Council revised sign regulations, including prohibiting pylon sign outside of the North Wilshire Sign Corridor, in 2015 (Ord. No. CSO#341-11-2015).
- The purpose of the 2015 amendment was to align with feedback and recommendations of the Comprehensive Plan by addressing sign character (type, size/scale, height) and visual clutter.
- There was clear intent to separate the sign character along SH 174 into northern and southern sections, with Elk Drive serving as the dividing point.

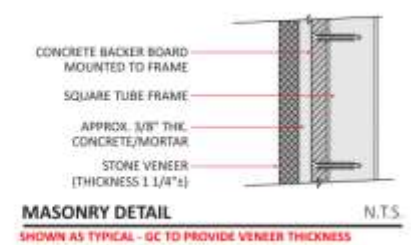
STAFF RECOMMENDATION

Staff Recommendation:

- Staff recommends denial of the variances as requested by the applicant.
- The site has direct frontage along Greenridge Drive and allows placement of a monument sign.



D/F MULTI-TENANT PYLON	
Description	
One (1) Required - Manufacture & Install	
1. D/F Alumn. Fabricated Cabinet, Returns, Retainers, Face Dividers and Reveal - All Painted (F1) Finish.	
2. Two (2) (F1) Main ID Flex face, 3rd surface 3M translucent film - Internally illum. w/ 2700K White LEDs. Secondary cabinet panels (ply 8) to have polycarb. faces w/ vinyl graphics (on separate work)	
3. Two (2) Steel Supports & Steel Stud Supports Ret'd as per Local Code.	
4. Alumn. Fab. Pole Covers (F2) w/ Tex. Finish. w/ Decorative cap painted (F1)	
5. Lower Base Column with Fabricated Alumn. Frame / Backer Board with Memobrick #100 Akabooter veneer.	
6. 4" Deep x 48" x 48" Concrete Pad w/ #3 Rebar on 3" Centers.	
7. Two (2) 3'-0" Dia. x 10'-0" Deep Concrete Pier Foundations Required.	
8. Partition ID to provide buried conduit prior to concrete foundation pouring.	
Primary Elec. Service & Final Hookup by Customer	
VARIANCE REQUIRED!	
Colors:	
AC1	White polycarbonate face
F1	White Flex face
V1	CRUNCH - 3M 83630-74 Kumquat Orange
V2	FITNESS - 3M 43750-53L Cardinal Red
V3	Oval 8500 070 Black (ams 446 C)
F1	SW 1018 Dovetail (cab., ret., dividers) paint
F2	SW 7069 Iron Ore (Support cover) Text. paint



Questions / Comments

Tony D. McIlwain, AICP, CFM
Development Services Director
tmcilwain@burlesontx.com
817.426.9684

Pattison



Re: Justification for Approval of Pylon Sign

Dear City Council,

We respectfully submit this request for your consideration of a 29'-0" foot tall pylon located at 265 NW John Jones Dr. Burlson, TX 76028.

Due to the significant setback of the property from the major roadway (Greenridge Dr) and limited placement opportunity on said property, a sign larger than allowable by codes is needed. The distance from primary traffic substantially reduces visibility, particularly at typical travel speeds along the adjacent arterial routes.

The requested pylon sign height of 29'-0" is necessary to ensure clear visibility, allowing drivers sufficient time to identify future businesses and make appropriate navigation decisions without abrupt maneuvers. This request is based on visibility and wayfinding needs resulting from the property's location relative to Greenridge Drive.

We have designed the signage to mimic the height of other pylon signs in the area and to complement the proposed building design.

We respectfully request your approval and appreciate your consideration.

Sincerely,

Katherine Moltz

Account Executive
Pattison ID

City Council Regular Meeting

3. B.

TO: Honorable Mayor Shetter and members of the Burleson City Council

FROM: Bradley Ford, Deputy City Manager

DATE: 11/09/2015

SUBJECT: Continue a Public Hearing for an Ordinance revising Chapter 63, Sign Regulations (Case 15-081) (Second Reading) (*Justin Bond*)

Council Action Requested:

1. Continue the public hearing; and
2. Consideration of Ordinance establishing text amendments to Chapter 63 - Sign Regulations, to include modifying the regulations for Pole Signs and to provide other additions, deletions, and modifications. (Case 15-081)

Background Information:

Staff originally proposed a sign ordinance modification seeking to eliminate pole signs from all roads and use pylon signs only on limited access roadways (IH-35W and the Chisholm Trail Parkway). Staff also proposed that the allowed sign type on SH 174 be exclusively monument signs.

Two public hearings have been held by the City Council on the sign ordinance amendments proposed by City Staff. On October 19, 2015, the City Council acted to approve the sign ordinance as presented with the following revisions:

- Pole signs would be permitted along Wilshire Blvd, between the northern portion of Elk Drive to Interstate 35.
- Nonconforming pole signs would be allowed to have a face plate change but are required to be brought into conformance upon a structural modification to the sign.
- A structural modification whereby an upgrade to a sign's existing electronic message board would not require the nonconforming sign to be brought into conformance.

The above noted revisions have been incorporated into the attached draft ordinance which is attached to this report. Additionally, a chart of the changes in the current draft ordinance from the previous drafts are tabulated below. The current revisions do not achieve strict adherence to the Imagine Burleson Plan and represent a potential compromise to alleviate concerns about the impact on businesses along SH 174.

Changes to the sign ordinance per Council action on 10/19

- Pole signs would be permitted along Wilshire Blvd, between Elk Drive to Interstate 35.
- Nonconforming pole signs would be allowed to have a face plate change but are required to be brought into conformance upon a structural modification to the sign.
- A structural modification whereby an upgrade to a sign's existing electronic message board would not require the nonconforming sign to be brought into conformance.
- Increased the height of monuments signs by 2 ft.

A sign character district would remain along SH 174 from the northern portion of Elk Dr to Interstate 35. Within this character district, pole signs would be a permitted sign type not to exceed 200 SF in sign area or 50 ft in height. Pole signs would be prohibited along all other corridors within the city with the exception of the sign character district as mentioned above. Along IH 35 and Chisholm Trail, a pylon sign could be erected not to exceed 50 ft and 30 ft respectively. Monument signs would be the required type of freestanding signs for business located along all other roadways; however, staff has modified the ordinance to allow for an additional 2 ft on height for both single tenant and multi-tenant

monuments signs. Therefore the max height for a single tenant monument sign would be adjusted from 7 ft to 9 ft along all other roadways and from 8 ft to 10 ft for single tenant monument signs located along IH 35, Chisholm Trail Parkway, SH 174 and FM 731.

A nonconforming pole sign would be required to be brought into conformance with the regulations of the sign ordinance upon a structural modification to the sign; however, this would not include a structural modification to allow a technology upgrade to a sign's existing electronic reader in which the sign area or sign height is not increased.

A brief comparison of the 10/5, 10/19 and current draft is provided below. Staff has separated the tables by the Northern Section of SH 174 and the remainder of the City since there are different rules that apply.

Ordinance comparison for North Section of SH 174

	October 5th Draft	October 19th Draft	November 9th Draft
Pole Sign Allowed	No	No	Yes
Pylon Signs Allowed	No	Yes	Yes
Monument Signs Allowed	Yes	Yes	Yes
Pole Sign Height (Max)	Not Allowed	Not Allowed	50'
Events Requiring Compliance	Structural Modification of Sign	Change of Use and / or 50% Improvement	Structural Modification of Sign (EMS upgrades are exempted)

Ordinance comparison for

All Other Areas of the City

	October 5th Draft	October 19th Draft	November 9th Draft
Pole Sign Allowed	No	No	No
Pylon Signs Allowed	Yes, IH-35 and CTP	Yes, IH-35 and CTP	Yes, IH-35 and CTP and North Wilshire Sign Corridor
Monument Signs Allowed	Yes	Yes	Yes
Events Requiring Compliance	Structural Modification of Sign	Change of Use and / or 50% Improvement	Structural Modification of Sign (EMS upgrades are exempted)

Board/Citizen Input:

The Planning and Zoning Commission held a public hearing on the item in August. The Commission generally supported the changes and the need to address sign clutter. Their recommendation was to support the ordinance by a 5 - 1 vote. The dissenting vote had concerns about how the prohibition of pole signs along SH 174 would impact prospective businesses.

The City Council approved the proposed sign ordinance amendments on October 19th with the following changes:

- Pole signs would be permitted along Wilshire Blvd, between the northern portion of Elk Drive to Interstate 35.
- Nonconforming pole signs would be allowed to have a face plate change but are required to be brought into conformance upon a structural modification to the sign.
- A structural modification whereby an upgrade to a sign's existing electronic message board would not require the nonconforming sign to be brought into conformance.

The City Council also continued the public hearing on this item into the second reading.

Attachments

1. AIP from 10.5.15 and 10.19.15 Meeting
 2. Presentation from 10.19.15 Meeting
 3. Sign Ordinance Draft - 11.9.15
-

Staff Contact:

Shad Rhoten, AICP
Senior Planner
Development Services
817.426.9614
srhoten@burlesontx.com

City Council Regular Meeting

3. D.

TO: Honorable Mayor Shetter and members of the Burleson City Council

FROM: Bradley Ford, Deputy City Manager

DATE: 10/19/2015

SUBJECT: Continue a Public Hearing for an Ordinance revising Chapter 63, Sign Regulations (Case 15-081) (First Reading) (*Bradley Ford*)

Council Action Requested:

- 1. Continue the public hearing; and
- 2. Consideration of Ordinance establishing text amendments to Chapter 63 - Sign Regulations, to include deleting Pole Signs from allowed freestanding signs and to provide other additions, deletions, and modifications. (Case 15-081)

Background Information:

Staff originally proposed a sign ordinance modification seeking to eliminate pole signs from all roads and use pylon signs only on limited access roadways (IH-35W and the Chisholm Trail Parkway). Staff also proposed that the allowed sign type on SH 174 be exclusively monument signs.

This proposal was in alignment with the feedback and recommendations of the Imagine Burleson Comprehensive Plan. Staff evaluated the comments from the City Council public hearing on October 5th and has revised the draft ordinance to meet the intent of those comments. Our revisions do not achieve strict adherence to the Imagine Burleson Plan and represent a potential compromise to alleviate concerns about the impact on businesses along SH 174.

Changes Proposed Since the 10/5 City Council meeting

The staff is proposing to create a separate sign character for the northern portion of SH 174 from Elk Drive to Interstate 35W. The only change to the other areas of town is to require compliance with the ordinance upon a change of use on a property or a remodel that's value is more than 50% of a property's improvement value according to the appraisal district.

This allows for pylon signs to be permissible on the northern portion of SH 174. It also allows for multi-tenant signs to be up to 30' tall in that area. Staff also modified the sign height measurement for the northern portion of SH 174 to allow for consideration in the event a site's grade is lower than the grade of SH 174.

A brief comparison of the 10/5 draft and the 10/19 draft is included below. Staff has separated the tables by the Northern Section of SH 174 and the remainder of the City since there are different rules that apply.

Ordinance Comparisons for Northern Section of SH 174

	October 5th Draft	October 19th Draft
Pole Signs Allowed	No	No
Pylon Signs Allowed	No	Yes
Monument Signs Allowed	Yes	Yes

Single Tenant Pylon Height (Max)	Not Allowed	25'
Multi Tenant Pylon Height (Max)	Not Allowed	30'
Events Requiring Compliance	Structural Modification of Sign	Change of Use and / or 50% Improvement

Ordinance Comparison for All Other Areas of City

	October 5th Draft	October 19th Draft
Pole Signs Allowed	No	No
Pylon Signs Allowed	Yes, IH-35 and CTP	Yes, IH-35W and CTP
Monument Signs Allowed	Yes	Yes
Events Requiring Compliance	Structural Modification of Sign	Change of Use and / or 50% Improvement

Board/Citizen Input:

The Planning and Zoning Commission held a public hearing on the item in August. The Commission generally supported the changes and the need to address sign clutter. Their recommendation was to support the ordinance by a 5 - 1 vote. The dissenting vote had concerns about how the prohibition of pole signs along SH 174 would impact prospective businesses.

Attachments

1. AIP from 10.5.15 Meeting
2. Presentation from 10.5.15 Meeting
Sign Ordinance Draft - 10.15.15

Staff Contact:

Shad Rhoten
Senior Planner
817-426-9614
bsrhoten@burllesontx.com

City Council Regular Meeting

3. B.

TO: Honorable Mayor Shetter and members of the Burleson City Council

FROM: Bradley Ford, Director of Development Services

DATE: 10/05/2015

SUBJECT: Public hearing for an Ordinance revising Chapter 63, Sign Regulations (Case 15-081) (First Reading) (*Bradley Ford*)

Council Action Requested:

1. Conduct a public hearing; and
2. Consideration of Ordinance establishing text amendments to Chapter 63 - Sign Regulations, to include deleting Pole Signs from allowed freestanding signs and to provide other additions, deletions, and modifications. (Case 15-081)

Background Information:

Staff has developed a sign ordinance revision to implement the Imagine Burleson plan recommendation's regarding reducing sign clutter and creating an enhanced visual character along Burleson's major thoroughfares. A track changes version of the draft ordinance is included as Attachment 2. The most significant changes to the ordinance include the following:

- Prohibit Pole Signs as an allowed sign type for new construction
- Restrict Pylon Signs to Interstate 35W and the Chisholm Trail Parkway only
- Require all new signage along SH 174 to be monument signs
- Require monument signs to be wrapped in masonry material and have landscaping
- Prohibit Roof Signs
- Modify changeable message signs to only be 50% of a sign's area

Long Range Planning Documents

At Town Hall #3 of the Imagine Burleson plan, a group of citizens and business owners worked to examine Burleson's thoroughfare's and their cross-sections. One of the common themes that emerged from the meeting was the need for landscaped medians, street trees, and reduced sign clutter specifically along SH 174.

As a result of this input, a specific action item was included in the Imagine Burleson Plan regarding updating and adopting new sign regulations. The updated regulations should "promote an aesthetically pleasing appearance in all elements of the City's physical appearance".

The SH 174 Plan also references signage in its recommendations. It states that "for the Wilshire Commercial District, making the switch from pole signs to monument signs is necessary to accomplish these goals (reduce visual clutter)." It further states

that monument signs should complement the architectural character of the structure and landscaped around the base.

Anticipated Ordinance Impacts

The ordinance change would primarily impact new development but would provide additional guidelines for non-conforming signs. On a community-wide basis, it would place Burleson's sign regulations in closer alignment to other fast-growing, peer cities in Dallas / Fort Worth. Many neighboring communities already restrict pole signage and require monument signage. For future developments, their signage applications would need to conform to the regulations included in the draft ordinance.

For owners of existing pole signs, the signs would be designated as non-conforming signs as of the date of this ordinance's passing. The owner of the sign could still change a sign's face and the pole sign could remain. However, "any structural change, alteration, modification, or change in the name, design, letters, message, or other matter on the non-conforming sign, other than a face (copy) change, shall require the sign to be brought into conformity with the requirements of this ordinance...". Placing a non-conforming status on the existing pole signs allows for the owners of the signs to get the economic benefit of their investment out of the sign. It also means that removal of the scores of pole signs along SH 174 will take years.

As an intermediate step, the SH 174 Plan recommended the City allow for an incentive program that allows for a business to receive a reimbursement of some costs when changing a pole sign to a monument sign. A quick review showed that several cities in Dallas / Fort Worth have Sign Incentive Programs. In general these cities are defining corridors where pole signage is out of character for the area. Then they are creating incentive programs that encourage businesses to remove the signs and replace them with monument signs. A listing of the cities with these programs is included below. Staff would welcome any input from the City Council regarding a sign incentive program. This could be a helpful tool in reducing the future impact to small businesses along SH 174. It also could help encourage businesses that are considering a signage change to move forward more quickly.

City Name	Match	Max Grant
Carrollton	50%	\$4,000
Colleyville	50%	\$15,000
Irving	50%	\$5,000
North Richland Hills	50%	\$5,000
Sachse	None	\$6,000

Board/Citizen Input:

The Planning and Zoning Commission held a public hearing on the item in August. The Commission generally supported the changes and the need to address sign clutter. Their recommendation was to support the ordinance by a 5 - 1 vote. The dissenting vote had concerns about how the prohibition of pole signs along SH 174 would impact prospective businesses.

Attachments

1. Sign Ordinance Presentation
 2. Draft Ordinance
-
-

City Council Regular Meeting

3. B.

Meeting Date: 10/05/2015

FROM: Bradley Ford, Director of Development Services

Subject:

Public hearing for an Ordinance revising Chapter 63, Sign Regulations (Case 15-081) (First Reading) (*Bradley Ford*)

Council Action Requested:

1. Conduct a public hearing; and
2. Consideration of Ordinance establishing text amendments to Chapter 63 - Sign Regulations, to include deleting Pole Signs from allowed freestanding signs and to provide other additions, deletions, and modifications. (Case 15-081)

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At Town Hall #3 of the Imagine Burleson plan, a group of citizens and business owners worked to examine Burleson's thoroughfare's and their cross-sections. One of the common themes that emerged from the meeting was the need for landscaped medians, street trees, and reduced sign clutter specifically along SH 174.

As a result of this input, a specific action item was included in the Imagine Burleson Plan regarding updating and adopting new sign regulations. The updated regulations should "promote an aesthetically pleasing appearance in all elements of the City's physical appearance".

The SH 174 Plan also references signage in its recommendations. It states that "for the Wilshire Commercial District, making the switch from pole signs to monument signs is necessary to accomplish these goals (reduce visual clutter)." It further states that monument signs should complement the architectural character of the structure and landscaped around the base.

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The ordinance change would primarily impact new development but would provide additional guidelines for non-conforming signs. On a community-wide basis, it would place Burleson's sign regulations in closer alignment to other fast-growing, peer cities in Dallas / Fort Worth. Many neighboring communities already restrict pole signage and require monument signage. For future developments, their signage applications would need to conform to the regulations included in the draft ordinance.

For owners of existing pole signs, the signs would be designated as non-conforming signs as of the date of this ordinance's passing. The owner of the sign could still change a sign's face and the pole sign could remain. However, "any structural change, alteration, modification, or change in the name, design, letters, message, or other matter on the non-conforming sign, other than a face (copy) change, shall require the sign to be brought into conformity with the requirements of this ordinance...". Placing a non-conforming status on the existing pole signs allows for the owners of the signs to get the economic benefit of their investment out of the sign. It also means that removal of the scores of pole signs along SH 174 will take years.

As an intermediate step, the SH 174 Plan recommended the City allow for an incentive program that allows for a business to receive a reimbursement of some costs when changing a pole sign to a monument sign. A quick review showed that several cities in Dallas / Fort Worth have Sign Incentive Programs. In general these cities are defining corridors where pole signage is out of character for the area. Then they are creating incentive programs that encourage businesses to remove the signs and replace them with monument signs. A listing of the cities with these programs is included below. Staff would welcome any input from the City Council regarding a sign incentive program. This could be a helpful tool in reducing the future impact to small businesses along SH 174. It also could help encourage businesses that are considering a signage change to move forward more quickly.

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Sachse	None	\$6,000

Board/Citizen Input:

The Planning and Zoning Commission held a public hearing on the item in August. The Commission generally supported the changes and the need to address sign clutter. Their recommendation was to support the ordinance by a 5 - 1 vote. The dissenting vote had concerns about how the prohibition of pole signs along SH 174 would impact prospective businesses.

Attachments

1. Sign Ordinance Presentation

2. Draft Ordinance

Staff Contact:

Bradley Ford
Director of Development Services
817-426-9623
bford@burlesontx.com

Sign Ordinance Revisions October 19, 2015



Ordinance Revision Discussion

- **Staff proposing a variety of administrative and policy changes for the Sign Ordinance.**
 - One of the most significant changes proposed deals with Pole Signs.
 - A looming issue since 2010 when Imagine Burleson was adopted and called for the reduction of “sign clutter”
- **A history of City Council discussion for site plans with pole signage**
- **Feedback from Planning and Zoning Commission**
 - Commission was briefed twice on the topic (July and August)
 - General agreement for most Commissioners that pole signs are out of scale along SH 174
 - One Commissioner didn’t want sign restrictions on businesses
 - Commission recommended approval of the ordinance by a 5 – 1 vote
- **Feedback from first Public Hearing at City Council**
 - Significant concern regarding restricting signage along SH 174
 - Concern for impact on small businesses
 - Suggestion to add that sites along SH 174 should be measured from the grade of SH 174

Realities about Signs and Sign Ordinances

- **Signs are very personal** to developers and businesses, particularly to small businesses
 - Data suggests a pole / pylon sign increases sales by 4% - 12% (when compared to no freestanding signage)
- Burleson’s current ordinance is **much less restrictive** than other fast-growing, peer cities in DFW.
- Burleson’s current sign ordinance is **in conflict with** the public input and recommendations of the **Imagine Burleson**
- **Non-conforming pole signs tend to last a long time**
 - Incentive program might help quicken removal of some pole signs
 - Can speed the removal by adopting “change of use” and / or “50% modification” requirements

Original Proposed Ordinance

- **Administrative Changes**
 - New definition of Pylon Sign
 - Modified timeline for permit consideration
- **Substantive Changes**
 - **Major**
 - Prohibit Pole Signs as an allowed sign type
 - Restricting Pylon Signs to IH-35W and CTP
 - **Minor**
 - Requiring Monument Signs to be framed and landscaped
 - Modify changeable message sign requirements (Can only be 50% of the sign’s area)
 - Prohibit Roof Signs
 - Added definition of “Logo”

	Current			Proposed		
	Sq Ft	Height	Height	Sq Ft	Height	Height
Monument (IH-35W, CTP, SH 174, FM 731)	Single Tenant	300	12	300	8	
	Multi-Tenant	400	16	400	12	
Monument (All Other Roads)	Single Tenant	300	12	100	7	
	Multi-Tenant	400	16	150	10	
Pole Sign	SH 174	200	50	Prohibited		
	IH-35W	300	70	Prohibited		
	All other areas	200	30	Prohibited		
	Chisholm Trail	200	30	Prohibited		
Pylon Sign	SH 174	200	50	Prohibited		
	IH-35W	300	70	300	50	
	All other areas	200	30	Prohibited		
	Chisholm Trail	200	30	200	30	

Updated Proposed Ordinance

- Modify events requiring compliance citywide to
 - Change of Use and / or
 - 50% improvement to building
- Keep original proposed ordinance except for SH 174 between IH-35W and Elk Drive. In that area:
 - Measure sign height along SH 174 from the average road grade of SH 174 that adjoins the site
 - Allow for Pylon Signs on the north end of SH 174
 - Single Tenant 25’ tall
 - Multi Tenant 30’ tall
 - Use Change of Use and / or 50% of improvement to building as events requiring sign compliance

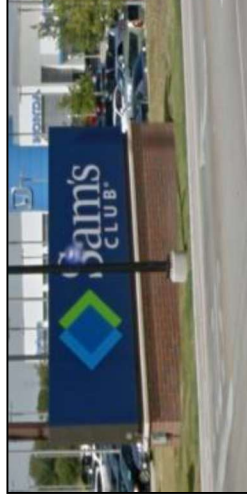
		Original	Updated
IH-35W / CTP	Pole Sign	No	No
	Pylon Sign	Yes	Yes
	Monument Sign	Yes	Yes
SH 174 (South End)	Pole Sign	No	No
	Pylon Sign	No	No
	Monument Sign	Yes	Yes
SH 174 (North End)	Pole Sign	No	No
	Pylon Sign	No	Yes
	Monument Sign	Yes	Yes
All Other Roads	Pole Sign	No	No
	Pylon Sign	No	No
	Monument Sign	Yes	Yes

Reasons for the Modifications

- Measuring signs on north end of SH 174 from the road grade allows for sites that sit lower than the road to have a couple extra feet of sign height
- Existing sign character is very different on the north end of SH 174
- Many signs in that area are for multi-tenant buildings
- South of Elk Drive along SH 174 is almost exclusively made up of single tenant operations with national brand tenants
- Using change of use and / or 50% modification threshold will speed up changes to existing signs

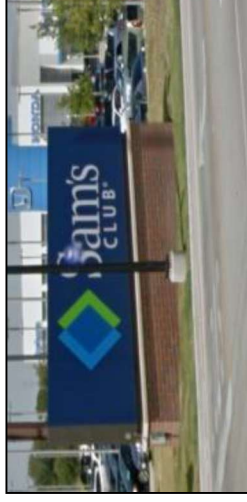
SH 174 (South of Elk Drive) Allowed Signs by Area

Monument



Alsbury, FM 731, Hidden Creek, etc Allowed Signs by Area

Monument



SH 174 (North of Elk Drive)

Allowed Signs by Area

Monument

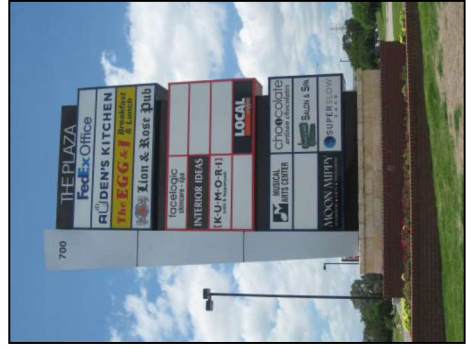


or

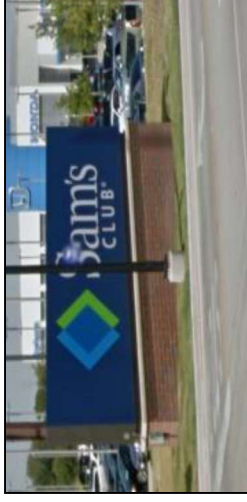
Pylon

Single Tenant 25 feet

Multi Tenant 30 feet

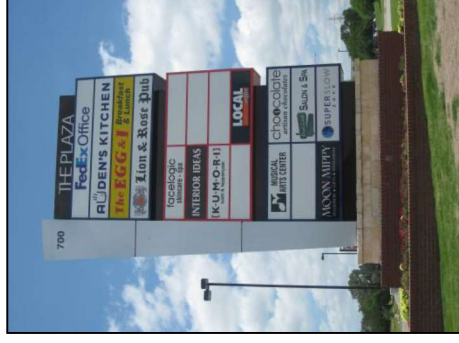


IH-35W Allowed Signs by Area



Monument

or

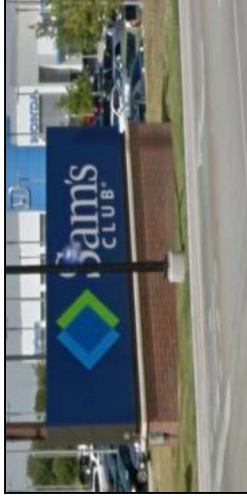


Pylon

Single Tenant 50 feet

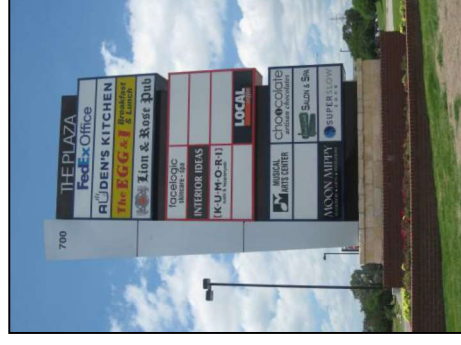
Multi Tenant 50 feet

Chisholm Trail Parkway Allowed Signs by Area



Monument

or



Pylon

Single Tenant 30 feet

Multi Tenant 30 feet

Change of Use Example

- Mama's Pizza changed in 2014 to TitleMax
 - Pole sign under 25' exists on the property
 - The use changed from a restaurant to a title loan business
 - Sign would need to be transitioned to pylon sign



50% Improvement Example

- Old Braum's changed to an attorney's office in 2014
 - Improvements triggered the masonry and landscaping ordinances
 - Pole sign under 25' exists on the property
 - Sign would need to be transitioned to pylon sign



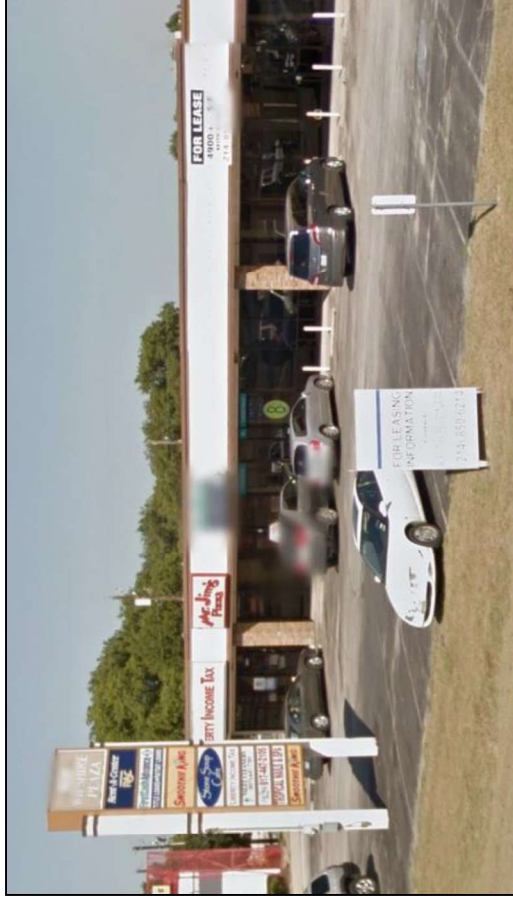
Tall Sign Transition Example

- If AutoZone were to change use or substantially renovate
 - Pole sign over 25' exists on the property
 - Sign would need to be reduced in height to less than 25' and made into a pylon sign



Multi-Tenant Pylon Example

- If Wilshire Plaza modified building by 50% of value
 - Transition from Pole Sign to Pylon Sign
 - Allowed to be 30' tall since it's a multi-tenant building



Summary

- Prohibiting pole signs improves the architectural look of signs
- Allowing for a new sign character north of Elk on SH 174 allows for that area to be an area of transition while allowing for the remainder of city to accomplish the vision of the Imagine Burleson Plan
- Allowing multi-tenant signs along SH 174 to be 30' tall gives those businesses extra visibility to the corridor
- Using “change of use” and / or “50% modification” requirements reduces the amount of time for significant improvement in sign clutter

Questions / Comments?

Public Hearing and Timeline

- 1) Continue the Public Hearing
- 2) Approve, deny, or modify Ordinance establishing text amendments to Chapter 63 – Sign Regulations, to include deleting Pole Signs from allowed freestanding signs and to provide other additions, deletions, and modifications. (Case 15-081) (First Reading)

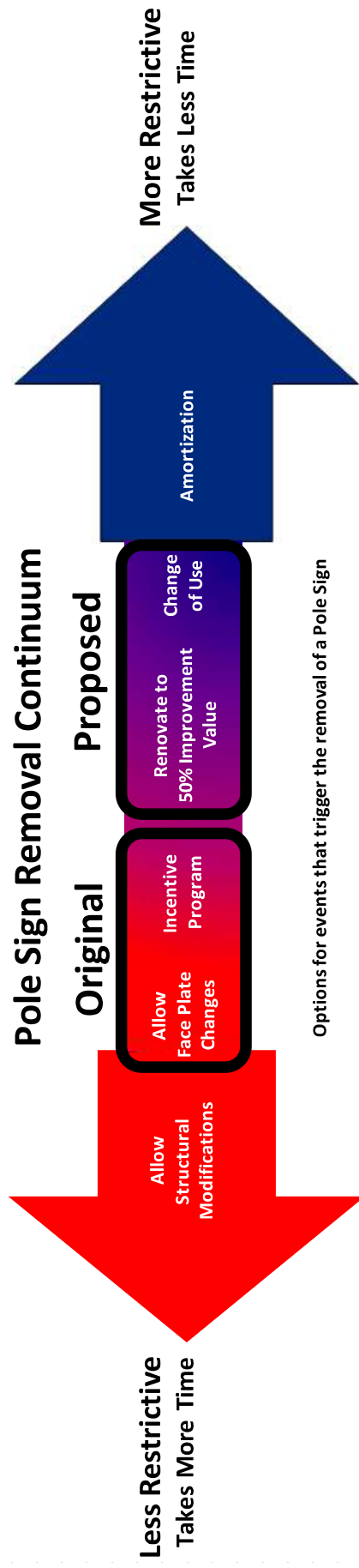
Final Reading scheduled for November 9, 2015

Length of frontage. The length of any primary or secondary frontage shall be the sum of all wall lengths parallel, or nearly parallel, to such frontage, excluding any such wall length clearly unrelated to the frontage criteria. For buildings with two or more frontages, the length and allowable sign area shall be calculated separately for each such frontage. The building frontage for a building unit shall be measured from the centerline of the party walls defining the building unit.

Logo. Any registered or trademarked image, graphic, symbol, letter, or combination of images, graphics, symbols or letters used by an organization, individual, company, to identify an organization, individual, company, or product.

Marquee. A structure that is attached to, in any manner, or made a part of any permanent roof-like structure projecting beyond a building or extending along and projecting beyond the wall of a building, generally designed and constructed to provide protection from the weather projecting above an exterior door and over a sidewalk, terrace, or similar waiting area, including, but not limited to, a theater or restaurant.

Balancing Act



ORDINANCE

AN ORDINANCE AMENDING ORDINANCE B-797-11 (A0613), BEING CHAPTER 63 – SIGN REGULATIONS, PART II, CODE OF ORDINANCES, CITY OF BURLESON, TO MODIFY SIGN REGULATIONS AND TO PROVIDE ADDITIONS, DELETIONS AND MODIFICATIONS TO TEXT FOR THE PURPOSE OF IMPROVING THE CLARITY OF THE CHAPTER; PROVIDING A CUMULATIVE CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING FOR PUBLICATION AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Burleson has adopted Ordinance B-797-11(A0613), being Chapter 63 – Sign Regulations, Part II, Code Of Ordinances, City of Burleson, which regulates and restricts the type, size and location of signs for the purpose of permitting businesses to inform, identify and communicate effectively; directing the general public through the use of signs while maintaining attractive and harmonious application of signs on the buildings and sites; and to foster public safety along public and private streets within the community by assuring that all signs are in safe and appropriate locations and cause minimum driver distractions; 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.

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

SECTION 1.

That Ordinance B-797-11(A0613), being Chapter 63 – Sign Regulations, Part II, Code of Ordinances, City of Burleson, Texas, is hereby amended to read as follows in accordance with the modifications to text and graphics depicted in the attached Exhibit “A” incorporated herein by reference.

**SECTION 2
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 3
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 4
PUBLICATION**

The City Secretary of the City of Burleson is hereby directed to publish in the official newspaper of the City of Burleson, the caption, penalty clause, publication clause and effective date clause of this ordinance at least two (2) times within fourteen (14) days after the passage of this ordinance as required by Section 36 of the Charter of the City of Burleson.

**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 after its publication as provided by law.

PASSED AND APPROVED this the ____ day of _____, 2015.

MAYOR

ATTEST:

City Secretary

Second Reading: _____

EXHIBIT "A"

Draft Amendments

Additions are provided in highlighted **green** text and deletions are provided in ~~red strike through~~.

Chapter 63 - SIGN REGULATIONS

FOOTNOTE(S):

--- (1) ---

Editor's note—Ord. No. B-797-11(A0613), § 1(Exh. A), adopted July 1, 2013, amended Ch. 63 in its entirety to read as set out herein. Former Ch. 63, §§ 63-1—63-4, 63-10—63-12, 63-20, 63-21, 63-30—63-40, 63-50—63-57, 63-70—63-72, 63-80—63-88, 63-100—63-103, pertained to similar subject matter and derived from Ord. No. B-797-11(A0613), §§ 1(63-11.0—63-11.3, 63-12.0—63-12.2, 63-21.0—63-21.1, 63-22.0—63.22.10, 63-23.0—63-23.7, 63-24.0—63-24.2, 63-25.0—63-25.8, 63-26.0—63-26.3).

ARTICLE I. - IN GENERAL

DIVISION 1. - APPLICABILITY

Sec. 63-1. - Purpose.

This chapter regulates the location, size, construction, erection, duration, use and maintenance of all signs within the jurisdiction of the City of Burleson, Texas. The purpose of this chapter is:

- (1) To promote the creation of an attractive visual environment that promotes a healthy economy by:
 - a. Permitting businesses to inform, identify and communicate effectively; and
 - b. Directing the general public through the use of signs while maintaining attractive and harmonious application of signs on the buildings and sites.
- (2) To foster public safety along public and private streets within the community by assuring that all signs are in safe and appropriate locations and cause minimum driver distractions.

(Ord. No. B-797-11(A0613), § 1(Exh. A), 7-1-2013)

Sec. 63-2. - New signs.

All new signs and face changes on existing signs will follow the regulations of this chapter and shall be required to obtain appropriate permits per section 63-10.

(Ord. No. B-797-11(A0613), § 1(Exh. A), 7-1-2013)

Sec. 63-3. - Nonconforming signs.

All nonconforming permanent signs, legally existing on ~~May 20, 2013~~, **November 12, 2015** may continue to exist and shall be allowed ~~face (copy) changes, provided that no nonconforming sign: the changing of advertising copy or message on theater marquee signs and similar signs specifically~~

designed for the use of replaceable copy, change of face panel, or where the sign frame was designed for replaceable plates. In addition, all non-conforming signs shall be subject to the following:

- (1) Shall **not** be changed to another nonconforming sign.
- (2) Shall **not** be structurally altered so as to change the shape, size, type or design of the sign; except where alterations are necessary to abate a threat to public safety. **This does not include a structural modification whereby an upgrade to a sign's existing electronic changeable message technology is made pursuant to Section 63-3.(4).**
- (3) Shall **not** be re-established after damage or destruction if the estimated expense of reconstruction exceeds 50 percent of the reproduction cost.
- (4) **Any structural change, alteration, modification, or change in the name, design, letters, message or other matter on the nonconforming sign, other than a face (copy) change, shall require the sign to be brought into conformity with the requirements of this ordinance unless otherwise exempt by Section 63.10(e). This does not include a structural modification whereby an upgrade to a sign's existing electronic changeable message technology is made according to the following:**
 - (a) **Overall sign area and height do not increase;**
 - (b) **Changeable message sign area does not increase;**
 - (c) **Total number of changeable message signs do exceed one (1) per premise; and**
 - (d) **Changeable message sign operates in conformance with Section 63-70.**

(Ord. No. B-797-11(A0613), § 1(Exh. A), 7-1-2013)

Sec. 63-4. - Noncommercial messages.

Notwithstanding any provision in this chapter to the contrary, any sign authorized in this chapter is allowed to contain a noncommercial message in place of any other authorized message.

(Ord. No. B-797-11(A0613), § 1(Exh. A), 7-1-2013)

Secs. 63-5—63-9. - Reserved.

DIVISION 2. - ADMINISTRATION

Sec. 63-10. - Sign permits.

- (a) No sign, unless excepted by this chapter, shall be located, constructed, altered attached, or painted until a building permit has been approved by the building official in accordance with the requirements of this chapter.
- (b) All signs shall be built in accordance with the drawings attached with the permit application and as approved by the building official.
- (c) Sign permit applications shall contain or be submitted with the following:
 - (1) A completed application form;
 - (2) The appropriate fees;
 - (3) A dimensioned site plan showing:
 - a. The location of the proposed sign in relation to all other structures on the property and the property line itself;

- b. All adjacent properties and location of signs within 200 feet of the proposed sign;
 - c. An elevation of the sign showing industry specifications and construction details if necessary.
- (d) Window signs, restricted or incidental parking signs, "A" frame signs, residential yard signs, and movable signs do not require a permit but are required to follow all other provisions and regulations of this chapter.
- (e) The following signs are exempt from the provisions and regulations of this chapter:
- (1) Public signs. Signs specifically required by any law, statute or ordinance. Such public signs may be of any type, number, area, height, location or illumination as required by the law, statute or ordinance.
 - (2) Signs on vehicles.
 - a. Signs placed on or affixed to vehicles or trailers where the sign is incidental to the primary use of the vehicle or trailer as transportation.
 - b. Signs attached or affixed to vehicles being displayed on vehicle sales or rental lots are deemed to be exempt from these regulations, if the purpose of the attached or affixed sign is to advertise the sale or rental of the vehicle upon which it is attached or affixed.
 - c. Temporary construction trailers and vehicles located on construction sites that bear the contractor advertising are exempt from these regulations.
 - d. Signs on vehicles passing through town for the purpose of advertising at a destination outside city limits are deemed to be exempt from these regulations.
 - (3) Vehicle signs. Attached, affixed or painted on vehicles when primary use of the vehicle is for the daily transportation of products or the delivery of services in connection with the business.
 - (4) Warning signs. Signs warning the public of the existence of danger but containing no advertising material; to be removed within three days upon the subsidence of danger. Such warning signs may be of any type, number, area, height, location, or illumination as deemed necessary to warn the public of the existence of danger.
 - (5) Governmental signs. Signs of duly constituted governmental body, including traffic or similar regulatory devices, legal notices, warnings at railroad crossings, and other instructional or regulatory signs having to do with health, hazards, parking, swimming, dumping, etc.
 - (6) Address numerals. Address numerals and other signs required to be maintained by and placed in accordance with law or governmental order, rule or regulation.
 - (7) Athletic signs. Signs used as scoreboards in athletic stadiums.
 - (8) Directional signs. Signs which direct vehicles and pedestrian traffic, which may display arrows, words, or other symbols to indicate direction of facilities.
 - (9) Directory signs. Signs that are located in or adjacent to entrances or foyers.
 - (10) Instructional signs. Signs, providing no advertising of any kind, which provide direction or instruction to guide persons to facilities intended to serve the public, including, but not specifically limited to, the signs identifying restrooms, public telephones, public walkways, parking areas and other similar facilities.
 - (11) [Decorations.] Seasonal, holiday or festival decorations in residential districts.
 - (12) [Flags.] Flags of any state, nation, political subdivision or entity, any non-profit group, corporation or entity, or any flag displaying any other noncommercial message.
- (f) The building official shall review a permit application and make a decision on whether to grant or deny the permit within ~~44~~ 30 days of submittal of a fully completed application. If additional information is required of an applicant in order to complete an application, the applicant shall be

notified of that fact within 44 30 days. Thereafter, the building official shall make a decision on whether to grant or deny the permit within 44 30 days of receiving the additional information or a written certification from the applicant that the application is complete. Any application for which the building official fails to grant a decision within the first 44 30-day period shall be deemed denied.

- (g) If the work authorized by a permit issued under this chapter has not been commenced within 180 days after the date of issuance, the permit shall become null and void.
- (h) Any decision rendered by the building official under this chapter may be appealed to the city council by any person, agent, or representative affected by such decision. Such appeal must be received within ten days after the placement of a letter in the U.S. Mail addressed to the address on the permit or the address of the current owner of record in the county tax records which states the written decision which has been rendered by the building official. The appeal shall be filed in writing with the building official specifying the grounds on which the appeal is based. The building official shall transmit to the city council all documents pertaining to the appealed action. The city council shall hear the appeal at a city council meeting within 60 days of the date the appeal was received by the building official. The city council shall determine whether the decision of the building official was in accordance with all ordinances and regulations. The decision of the city council shall be final.

(Ord. No. B-797-11(A0613), § 1(Exh. A), 7-1-2013)

Sec. 63-11. - Prohibited signs.

- (a) The following signs are prohibited from installation, construction, repair, alteration or relocation within the city, except as otherwise permitted in this chapter:
 - (1) Permanent off-premises signs (billboards), inflatable signs, bandit signs and portable signs shall be prohibited in the city. Permanent off-premises signs (billboards) are also prohibited in the city's extraterritorial jurisdiction.
 - (2) Any search lights, bullhorns, spinners (rotating signs), streamers, string lights or strip lighting (except those allowed as holiday and festival decorations as temporary signs in this chapter), pennant, hot air balloon or similar device that is intended to move freely in the wind. Examples of such signs are shown in Figure 63-A below.

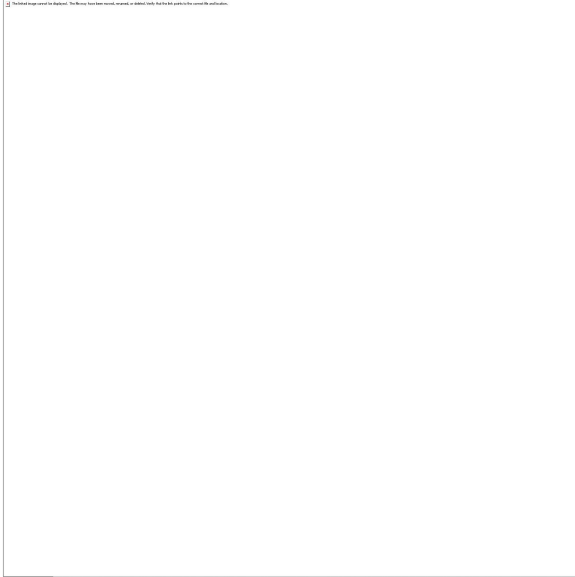


Figure 63-A: Examples of prohibited rotating, spinning and streamer signs

- (3) Moving/whirling and flashing signs except for reader boards, which convey a message. Any sight source that produces a revolving beam or beacons that resemble emergency vehicle lights shall be prohibited.
- (4) Parked vehicles as temporary signs: except as allowed by section 63-86, signs mounted, bolted, or constructed on a vehicle, truck beds or trailers, where the sole apparent purpose is to advertise a product or direct people to a business or activity located on the same or nearby property.
- (5) Signs extending into Spinks Airport air hazard zone, as defined by Resolution 503, or which have external illumination that is directed upward and toward aircraft.
- (6) Signs that resemble traffic control signs or emergency information signs.
- (7) Signs attached to utility poles or other surfaces which are not the properties of the utility or which serve a public purpose and are located within a public right-of-way or easement.
- (8) Any sign, which is not included under the types of signs, permitted in this chapter.
- (9) Any signs, advertisement, poster, placard or handbill upon any lamp post, electric light, railway, telephone or telegraph pole, fire hydrant, shade tree, stone cliff or other natural object, or boxing covering public utilities, or on any bridge, pavement, sidewalk or crosswalk.
- (10) Any sign, advertisement, poster. or other matter on privately or publicly owned property without having obtained the written permission of the owner, agents, or occupants of the premises, and without having complied with other provisions of this chapter that apply.
- (11) Any sign or sign structure which constitutes a hazard to public safety or health.

- (12) Any sign that obstructs free ingress or egress from a fire escape, door window or other required exit way.
- (13) Any sign that interferes with any opening required for ventilation, or that obstruct openings intended as a means of entrance or exit, or signs that obstruct light or air from any room or building, or block (physically/visually) any public governmental or warning signs.
- (14) Any sign which make use of words such as stop, look, one way, danger, yield or any other similar words, phrases, symbols, lights or characters in such a manner as to interfere with, mislead or confuse the vehicular traffic.
- (15) Any structure or part thereof, or any device or representation attached to, painted on, or represented on a building, fence, pole or other structure, which is used as or in the nature of an announcement, direction, advertisement, or other attention-getting purposes, and which is not originally designed or intended to be a sign.
- (16) Home occupation signs that advertise for a business operated in the home.
- (17) Signs placed on property without permission of owner or agent.
- (18) Any sign displayed, installed or erected without the approval of the governing body that owns or controls publicly owned property, street rights-of-way, roadway medians, public parks, fire stations, police stations, libraries, city hall facilities and other buildings and lands owned by a government authority.

(19) Roof Signs as defined in Section 63-20 of this Chapter.

(Ord. No. B-797-11(A0613), § 1(Exh. A), 7-1-2013)

Sec. 63-12. - Variances.

- (a) Variance authorized. The city council may authorize a variance to any restriction set forth in this chapter, including, but not limited to, the number, type, area, height or setback of signs, or any other aspect involved in the sign permitting process.
- (b) Approval standards. In granting any variance, city council shall consider the following criteria and shall grant the variance only if:
 - (1) Special conditions exist which are peculiar to the land, structure or building involved and are not applicable to other lands, buildings or structures in the same vicinity. The city may attach such conditions to granting all or a portion of any variance necessary to achieve the purpose of this chapter; and
 - (2) The strict interpretation of the provisions of the chapter would deprive the applicant of rights commonly enjoyed by other properties in the vicinity under the terms of the chapter; and
 - (3) The special conditions and circumstances do not result from the actions of the applicant and such conditions and circumstances do not merely constitute pecuniary hardship or inconveniences; and
 - (4) Granting the variance will meet the objectives of the chapter and not be injurious to the adjoining property owners or otherwise detrimental to the public welfare; and
 - (5) The request will be the minimum variance necessary to alleviate the special hardship or practical difficulties faced by the applicant in meeting the requirements of this chapter; and
 - (6) Granting of the variance will be in harmony with the spirit and purpose of this chapter.

(Ord. No. B-797-11(A0613), § 1(Exh. A), 7-1-2013)

Secs. 63-13—63-19. - Reserved.

ARTICLE II. - SIGN STANDARDS

DIVISION 1. - DEFINITIONS

Sec. 63-20. - Definition of sign types.

[The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:]

Architectural element sign means a freestanding sign that is attached to an architectural element (a structure such as a pergola, freestanding canopy, fence, or retaining wall) that is built for the purpose of serving as an architectural enhancement of the site, is architecturally compatible to the main building and the overall site but not including sign structures for other sign types and/or structures for antennas or similar type structures).

Awning sign means a wall sign attached to an awning structure (a structure made of metal or other material with frames affixed to a building and carried by a frame, but which does not have supports to the ground other than the main building). If the sign projects over the surface of the awning then it is considered a roof sign.

Bandit signs means signs that are placed on public rights-of-way, public property, public infrastructure, or equipment by a nongovernmental agency for any purpose.

Banner sign means a sign made of flexible materials (paper, plastic, or fabric), with or without a frame, and supported along one or more sides, or at two or more corners, by one or more fixed, rigid supports such as poles or rods. Banner does not include a flag or a pennant.

Bow banner means a freestanding, lightweight, and usually vertically-oriented banner with minimal framing that curves outward at the top to match the curved shape of the fabric also known as a fin, shark, feather banner or teardrop sign, which by design allows some movement to attract attention whether by pivoting or by movement of the material while still allowing for readability.

Canopy sign means a wall sign attached to a canopy structure (a structure made of metal or other material with frames affixed to a building and carried by a frame, which has supports to the ground other than the main building). If the sign projects over the surface of the canopy then it is considered a roof sign.

Changeable message sign means a sign designed to allow the changing of copy through manual, mechanical, or electrical means including time and temperature.

Channel letter sign means a wall sign or a freestanding sign that is made of only text, symbols, or logos and the sign may or may not be illuminated.

Construction sign means a temporary sign identifying individuals or companies involved in design, construction, wrecking, or development on the same premises as the sign.

Electronic billboard means a sign that can change its copy or sign face by changing or altering a fixed display screen composed of electrically illuminated elements; that also directs attention to a business, product, service, conducted, sold, or offered at a location other than on the premises on which the sign is located.

Exempt sign means a sign that is not required to follow the regulations included in this code.

Flag sign means a freestanding sign which displays a commercial message on a flag.

Flashing sign means a sign that creates the perception or actual change in color, brightness, intensity or reflectivity or an illuminated sign on which the artificial source of light is not maintained stationary or constant in intensity and color when the sign is illuminated. For the purpose of this code, any

moving sign displaying alternating illumination being turned on and off which induces a strobe or pulsing effect shall be deemed to be a flashing sign.

Freestanding sign means any non-movable sign not attached to a building and that is not a temporary sign.

Seasonal, holiday and festive decoration means holiday or festive shall mean a calendar date or dates associated with a specific event or season, including, but not limited to, New Year's Day, Martin Luther King, Jr., Valentine's Day, Easter, Memorial Day, Independence Day, Labor Day, Halloween, Thanksgiving, and Christmas; decorations shall mean ornaments, figures, statues, signs, inflatable characters, seasonal lighting, and related products that are placed on a building or in a yard for a temporary period of time in observance of a holiday or festival.

Homebuilder sign means a sign that advertises the name of the builder of single-family residential homes who owns one or more lots in a particular subdivision.

Human sign means a person dressed in costume, holding a sign, or having a sign affixed to the person where the sign or costume has a commercial message.

Inflatable sign, including lighter-than-air or gas-filled inflatable objects that may be connected with a tether. The term includes balloons but does not include inflatable gyms or games.

Kiosk sign means a freestanding sign structure located in or adjacent to public right-of-way that features a city identification panel at the top of each structure and displays directional information according to the requirements of section 63-53.

Light pole sign means a temporary sign that attaches to the specified dimensions of a light pole designed for the purpose or has been approved for the modified purpose of displaying a vertically-oriented banner sign of no less than 24 inches and no more than 30 inches in height and is attached to the light pole.

Marquee sign means a wall sign that is attached to a marquee structure and comprised of non-permanent letters, numerals, or symbols which may be changed electronically or manually by adding, removing, or rearranging the letters, numerals, or symbols.

Monument sign means a freestanding sign integrated into landscaping or other solid structural features supported by masonry base (no poles or columns) on the ground.

Moving/whirling sign means a sign which has any actual or apparent moving, revolving, flashing or rotating parts activated by electric, electronic, kinetic or mechanical devices, or by wind current, and shall include, but not be limited to, balloons, signs which are constructed of or faced with reflective tape or other similar materials, signs which change color, and signs where the intensity of lighting changes or appears to change, this definition does not include the display of time and/or temperature on a sign face. Certain signs and devices of this type are prohibited as described in subsection 63-11(b) of this code.

Movable sign means any temporary sign, made of vinyl, paper, cloth or fabric, polyboard, coroplast or corrugated plastic, poster board, plastic core, cardboard, lightweight plastic, plywood or similar material including signs with wood or wire framing, posts or stakes, supported by the ground but not permanently attached to the ground, which can be regularly moved from a location at periodic intervals. The term includes "A"-frame or sandwich board signs and bow banner or swooper flags. The term does not include residential yard signs. A movable sign is not considered to be a portable sign. Examples of movable signs are shown in figure 63-8 below.

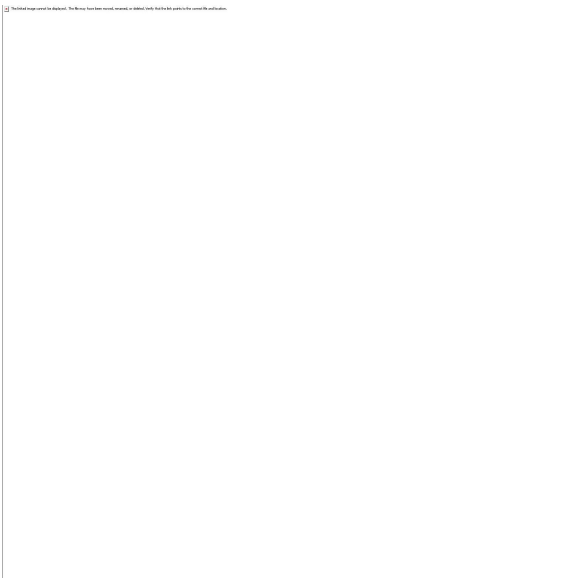


Figure 63-B: Examples of movable signs attached to the ground.

Mural sign means a wall sign that is a part of a graphic displayed on the exterior of a building, generally for the purposes of decoration or artistic expression, including but not limited to a painting, fresco, or mosaic.

Pennant means any cloth, paper, plastic, or similar non-rigid material used for advertising purposes attached to any structure, staff pole, line, framing, tether, or vehicle.

Permanent sign means a sign that is fixed in the nature that is erected, affixed, or maintained on the premises and is not a temporary sign as defined in this chapter.

Political sign means a sign pertaining to any national, state, county, or local election involving a candidate for a public office, taxation or bond proposal, legal or legislative amendment, an issue being considered for public referendum, or for a similar purpose or cause.

Pole sign means a freestanding sign that is affixed, attached, or erected on a column, pole, upright or brace placed in or upon the ground and is not part of a building. This term does not include light poles.

Portable sign means a temporary sign supported by the ground but not permanently attached to the ground which is mounted on a trailer or wheels, or is part of a trailer, and by its design can be towed from one location to another by the use of attached wheels or by attaching an axle to existing mounts.

Poster sign means a wall sign that is static, not electronic and is mounted flat against and projecting less than 12 inches from, or painted directly on an exterior wall of, a building or structure with the exposed face of the sign in a plane parallel to the face of the wall to which it is attached.

Projection sign means a wall sign attached to a building or other structure and extending in whole or in part between 12 inches and four feet beyond the exterior surface of the building.

~~Pylon sign means a freestanding sign other than a pole sign, permanently affixed to the ground by supports, but not having the appearance of a solid base.~~

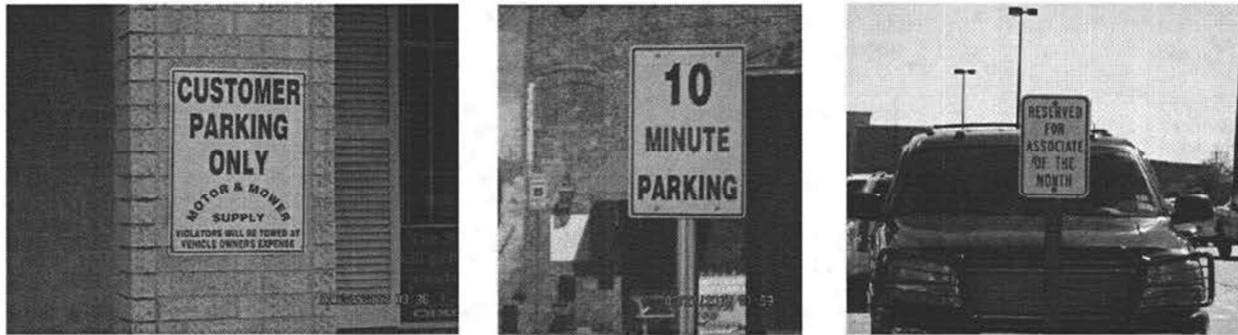
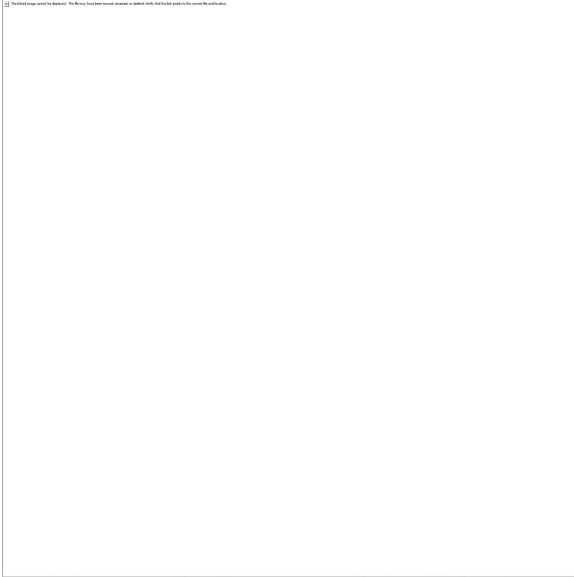
Pylon sign means a permanent freestanding sign which has at least twenty five (25) percent of the sign structure width in contact with the ground and in which the sign face is separated from ground level by means of one (1) or more supports such as poles, pole covers or columns. Poles and supports shall be concealed.



Figure 63-C: Example of pylon signs

Residential yard sign means a sign for the purpose of advertising the sale or rent of real estate, and also including signs advertising yard sales, estate sales, garage sales, or children's lemonade or similar stands, and only when the sign is on the same premises as the location of the residential use.

Restricted or incidental parking sign means a temporary or permanent sign in a parking lot, or curbside parking area, which designates restricted parking of any type, including, but not limited to, customer parking only, employees of the month, time-limited parking, emergency parking, and similar restricted designations. (See figure 63-C below for examples)



Re # *Figure 63-C: Example of signs used to restrict parking*

Roof sign means a wall sign erected in whole or in part on a roof, or against, or directly above the highest point of the roofline, parapet, fascia of the building or above the surface of an awning or canopy.

Sign means any name, number, identification, description, announcement, declaration, demonstration, device, display, flag, banner, pennant, illustration, logo, balloon, streamer, valance, advertising display, poster, beacon, light or insignia, and structure supporting any of the same, affixed directly or indirectly to or upon any building or outdoor structure, or erected or maintained upon a piece of land, which directs attention to any object, project, service, place, activity, person, institution, organization, or business. A sign includes any or all of the following, the advertisement, copy, face, structure or any [appurtenances] in erecting or attaching the sign. Except for signs included in the definition of "human signs," the term does not include words or images depicted on clothing or pickets, posters, signs or other items that are carried or held by one or more persons that are not attached, placed into, or rested on the ground.

Sign base means the footing, foundation, or similar support to support the sign but not including poles.

Sign cabinet means a wall or freestanding sign that contains all the text and/or logo symbols within a single enclosed cabinet, which may or may not be illuminated.

Sign structure means the structure or other means where by the sign face or copy is attached in one or more points. Attachments include, but are not limited to, poles, brackets, concrete footings, framework, uprights, catwalks, etc.

Temporary sign means a non-permanent sign made of non-rigid material, designed and displayed for a seasonal or brief activity such as, but not limited to, sales, specials, promotions, holidays, auctions,

business grand openings, and signs advertising the lease or vacancy of rental units in residential developments.

Vehicle sign means a sign mounted, painted or otherwise placed on a truck, bus, car, boat, trailer or other vehicle or equipment and used in such a manner that the sign is visible from a public street or right-of-way. Vehicles and equipment engaged in active construction or repair projects, and the on-premises storage of equipment and vehicles offered to the general public for rent or lease, shall not be considered to be vehicle signs. The term does not include bumper stickers, window stickers, or license plate frames.

Wall sign means a sign mounted flat against and projecting less than 12 inches from, or painted directly on an exterior wall of a building or a structure that is attached to the building with the exposed face of the sign in a plane parallel to the face of the wall to which it is attached.

Wayfinding sign means a directional sign that is part of a sign system for the purpose of directing traffic, both vehicular and pedestrian, to the public's desired location.

Window sign means a sign attached to, placed upon, or painted on the exterior or interior of a window or door, of a building, which is intended for viewing from the exterior of such building.

Wind sign means a cloth or plastic or other flexible light material made in strips, triangles or other shapes, figures, or objects which are fastened together or to ground by wire, rope, cord, string or other means in such manner as to move by wind pressure.

(Ord. No. B-797-11(A0613), § 1(Exh. A), 7-1-2013)

Sec. 63-21. - Definitions of ancillary terms and performance standards.

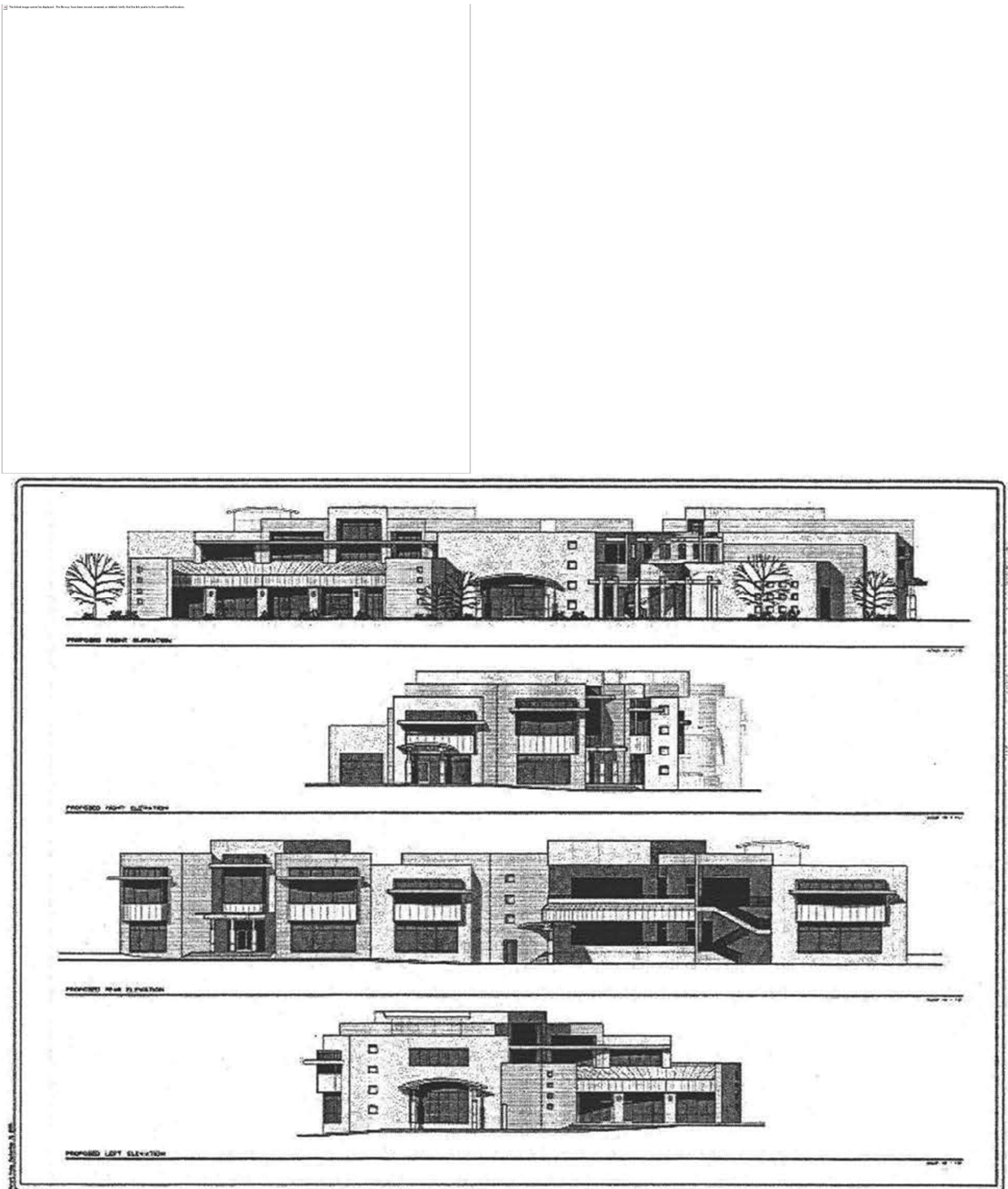
Accessory building. An accessory building as that term is defined in section 50-105 of appendix B of this Code.

Area of sign. The area of the smallest rectangle enclosing the extreme limits of characters, lettering, illustrations ornamentations, or other fixtures, material, or color forming part of the sign. Structural supports bearing no sign copy shall not be included in gross surface area; however, if any portion of the required structural supports becomes enclosed for decorative or architectural purposes, that portion will be included in the total gross surface area of the sign. Gross surface area shall be measured on one side only of a two-faced (back-to-back) sign carrying the same image and message on both faces. Two-faced signs carrying different messages and images on each side shall be considered as separate signs.

Certificate of occupancy. A certificate of occupancy as that term is defined in section 50-105 of appendix B of this Code.

Commercial message. Any message contained on any sign that advertises, promotes, solicits, or endorses a product or service of an establishment, organization, corporation, company, or individual for the purpose of encouraging a consumer to purchase said product or service. This term does not include messages that contain a specific public or civic announcement that do not advertise, endorse, display, or encourage any purchase of a service or product offered by any establishment, corporation, company, or individual.

Election day. Any day or days that are scheduled for city residents to vote in an election at a selected polling place in the city. Such day or days may include, but not be limited to, uniform local, state and federal election dates, early voting day(s), absentee voting days, general election days, special election days, run-off election days, and other voting days established and defined by federal, state or local laws.



Re #

Figure 63-D: Illustration depicting various wall planes composing each building elevation.

Elevation. An architectural drawing that shows the style, shape, and complexity of a building or structure. It is the view of a building elevation, and its various wall planes, when viewing the entire building straight on - where a horizontal line passing through your shoulders would be parallel to the face of the building. Figure 63-DE below shows the various wall planes that compose a building elevation for each side of a building.

Entertainment venue. A public entertainment facility property, as defined as the building(s) and land that is primarily designed and used for live entertainment events other than sports.

Facade. The exterior cladding of a building or structure.

Face change. The change of the copy or when in order to change copy the sign face must be changed too. Face change shall include converting a traditional billboard to an electronic billboard (including the structure changes needed to allow for the face change).

Face of sign. The entire area of sign that the copy should be attached but is not the copy, itself.

Footcandle. A measure of illumination on a surface that is one foot from a uniform source of light of one candle and equal to one lumen per square foot.

Height of sign. The vertical distance from the uppermost point used in measuring the area of a sign to the average grade immediately below the sign, including its base or the top of the nearest curb of the street on which the sign fronts, whichever measurement is the greatest (see section 63-100, measurement standards, for how to measure height).

Length of frontage. The length of any primary or secondary frontage shall be the sum of all wall lengths parallel, or nearly parallel, to such frontage, excluding any such wall length clearly unrelated to the frontage criteria. For buildings with two or more frontages, the length and allowable sign area shall be calculated separately for each such frontage. The building frontage for a building unit shall be measured from the centerline of the party walls defining the building unit.

Marquee. A structure that is attached to, in any manner, or made a part of any permanent roof-like structure projecting beyond a building or extending along and projecting beyond the wall of a building, generally designed and constructed to provide protection from the weather projecting above an exterior door and over a sidewalk, terrace, or similar waiting area, including, but not limited to, a theater or restaurant.

Motion. The perceived or actual occurrence of movement generally created by a change in shape, size, color, luminosity, reflectivity, or animation, not static or fixed.

Nits. A measure of lamination or luminance that is used to compare the brightness of a digital or LED sign. One nits is equal to one candela per meter squared.

Noncommercial message. Any message or speech that does not meet the definition of "commercial message" as defined in this section.

Nonconforming sign. A sign that was a legally permitted sign when installed but does not conform to the existing ordinance due to the amendments made after the permit was issued.

Off-premises sign. A sign that directs attention to a business, profession, activity, commodity, service, or entertainment other than one conducted, sold, or offered upon the premises where such sign is located.

Payload capacity. The manufacturer's payload capacity rating for the vehicle, or can be determined by the gross vehicle weight rating. The curb weight, typically the payload capacity or weights can be found inside the driver side door jamb of the vehicle.

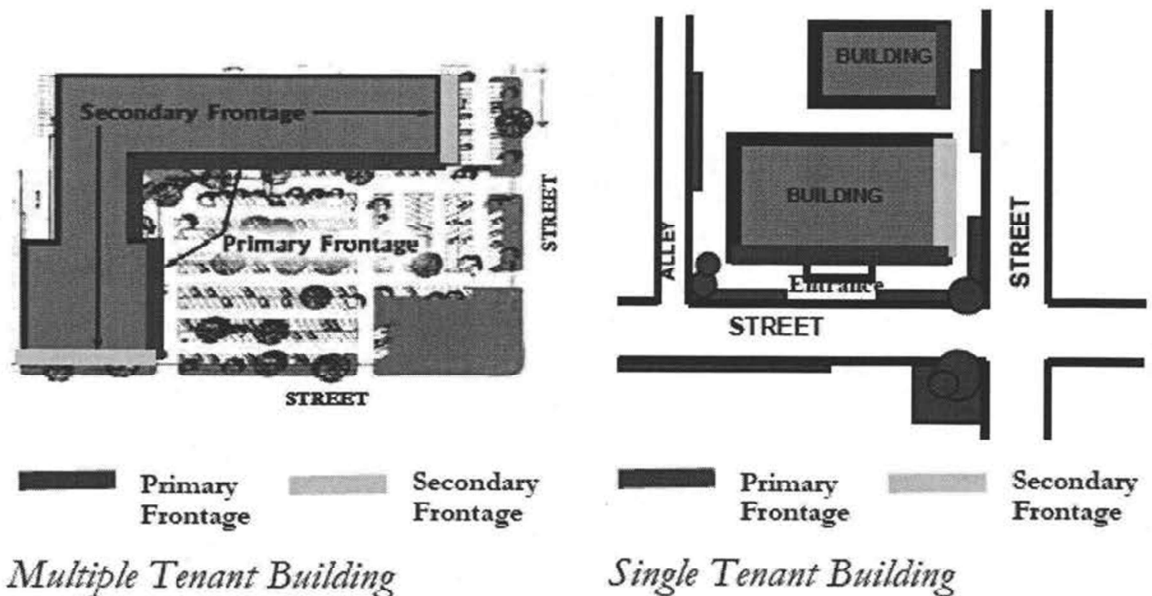
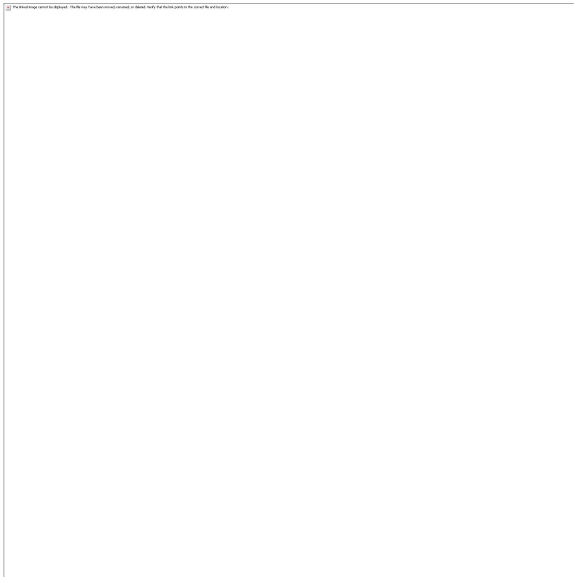
Premises. A tract of land including its existing buildings.

Premises sign. A sign which is located upon the premises where the business, profession, activity, commodity, service or entertainment referred to by the sign is located.

Primary and secondary frontage. The frontage of any building or site shall include the elevation(s) facing a public street, facing a primary parking area for the building or tenants, or containing the public entrance(s) to the building or building units. For multi-tenant buildings, the portion of such building that is owned or leased by a single tenant shall be considered a building unit:

- (1) The primary frontage shall be considered the portion of any frontage containing the primary public entrance(s) to the building or building units.

- (2) The secondary frontage shall include frontages containing secondary public entrances to the building or building units, and all walls facing a public street or primary parking area not designated as the primary frontage. (See figure 63-E below)



Re #

~~Figure 63-E~~ Illustrating typical locations for primary and secondary building frontages.

Prohibited sign. A sign that is not allowed in the city.

Roofline. The horizontal line where the wall ends and the roof begins.

Shopping center. A retail site that has at least one 75,000 square feet or more single retail user or for a retail site that is minimum five-acre with at least 100,000 square feet of rentable retail space.

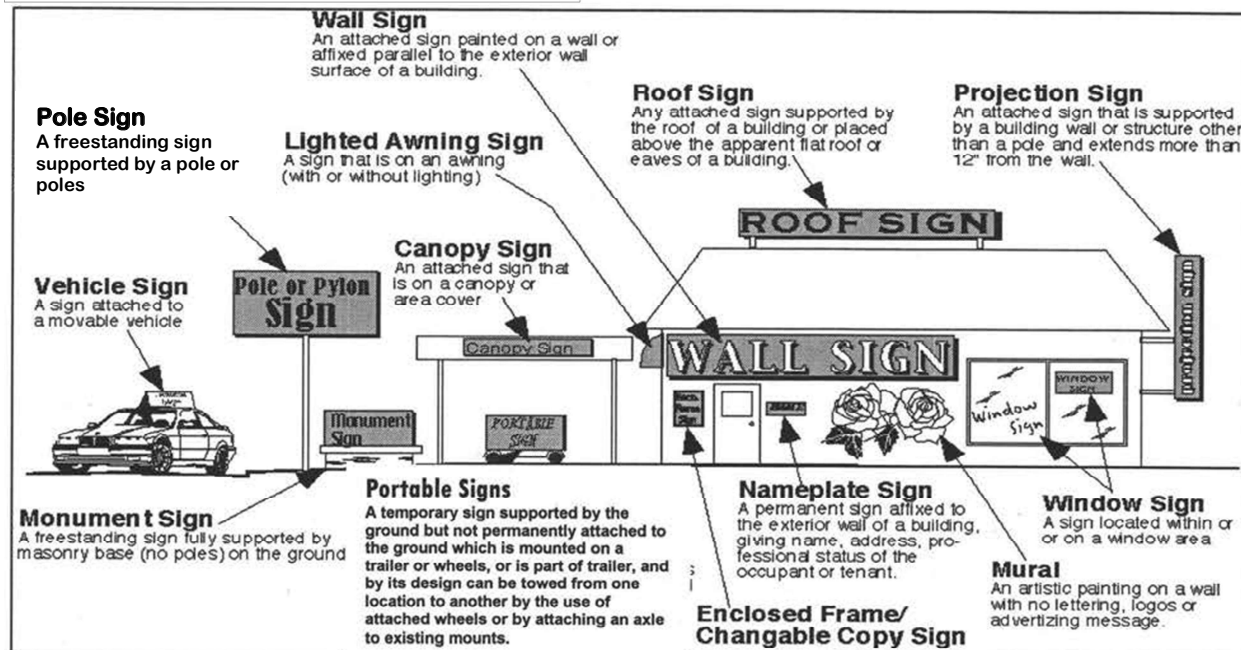
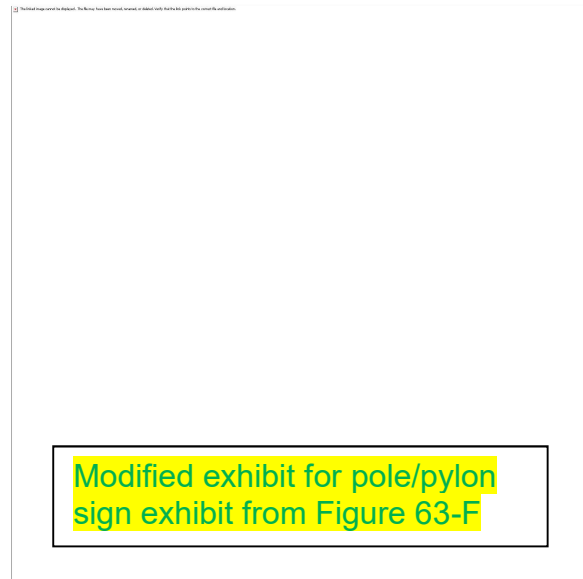
Shopping center sign plan. A plan showing all signage for a shopping center as defined in this section and approved per the regulations of this chapter.

Special event. A special event as that term is defined in section 136-101 of [the] zoning ordinance, appendix B of this Code.

Sports venue. means a public entertainment facility property, as defined as the building(s) and land that is primarily designed and used for live sporting events.

Street grade. The average elevation of the projected corners of a property, adjacent to a dedicated street right-of-way or roadway easement, the elevation of the corners being measured at the top of curb, or centerline of street if no curb is present.

Visibility triangle. Also referred to as a "corner clip," it is an area located at the intersection of a public street with another public street, a driveway, an access easement or an alley, which must remain unobstructed by permanent or temporary objects at heights between two and seven feet above ground level or top of curb, whichever is more critical. (See article 5. "street and right-of-way requirements" of appendix A - "subdivision and development," part II, Code of Ordinances, City of Burleson, for size and dimensional requirements specified for visibility triangles.)



Re #

Figure 63-F: Illustration of various types of permitted signs and their typical locations.

(Ord. No. B-797-11(A0613), § 1(Exh. A), 7-1-2013)

Secs. 63-22—63-29. - Reserved.

DIVISION 2. - WALL SIGNS

Sec. 63-30. - Generally.

- (a) All wall signs on a building elevation shall not exceed 30 percent of the area of that elevation.
- (b) Wall signs shall be allowed on all building elevations.
- (c) Wall signs shall not be allowed on accessory buildings.
- (d) Each elevation shall be allowed to cover a maximum of 30 percent of the area of the elevation with any combination of wall signs.

(Ord. No. B-797-11(A0613), § 1(Exh. A), 7-1-2013)

Sec. 63-31. - Awning sign.

- (a) Location.
 - (1) Signs must be premises signs.
 - (2) Signs shall be attached to the elevation of the awning. If signs project above the structure of the awning they will be considered roof signs.
- (b) Area. Maximum 30 percent of the area of the awning elevation.
- (c) Number of signs. Shall not exceed the total area of all awning signs on each awning elevation does not exceed 30 percent of the area of that awning elevation.

(Ord. No. B-797-11(A0613), § 1(Exh. A), 7-1-2013)

Sec. 63-32. - Canopy sign.

- (a) Location.
 - (1) Signs must be premises signs.
 - (2) Signs shall be attached to the elevation of the canopy. If signs project above the structure of the canopy they will be considered roof signs.
- (b) Area. Maximum 30 percent of the area of the canopy elevation.
- (c) Number of signs. Unlimited as long as the total area of all canopy signs on each canopy elevation does not exceed 30 percent of the area of that canopy elevation.

(Ord. No. B-797-11(A0613), § 1(Exh. A), 7-1-2013)

Sec. 63-33. - Channel letter sign.

- (a) Location.
 - (1) Signs must be premises signs.
 - (2) Signs shall be attached to the elevation of the building.

- (b) Area. Maximum 30 percent of the area of the building elevation to which it is attached.
- (c) Number of signs. One per elevation per certificate of occupancy.

(Ord. No. B-797-11(A0613), § 1(Exh. A), 7-1-2013)

Sec. 63-34. - Marquee sign.

- (a) Location.
 - (1) Signs must be premises signs.
 - (2) Signs shall be attached to a marquee on theatres, sports venues and other entertainment venues.
- (b) Area. Maximum 60 percent of the area of the marquee to which it is attached.
- (c) Number of signs. One per building elevation.

(Ord. No. B-797-11(A0613), § 1(Exh. A), 7-1-2013)

Sec. 63-35. - Mural sign.

- (a) Location.
 - (1) Signs must be premises signs.
 - (2) Signs shall be painted directly on the surface of the building.
- (b) Area. Maximum 100 percent of the area of the building elevation on which it is painted. b. Words and/or symbols may only be ten percent of the size of the entire mural.
- (c) Number of signs. One per building structure.

(Ord. No. B-797-11(A0613), § 1(Exh. A), 7-1-2013)

Sec. 63-36. - Poster sign.

- (a) Location.
 - (1) Signs must be premises signs.
 - (2) Signs shall be attached directly to the surface of the building.
- (b) Area. Maximum 30 percent of the area of the building elevation to which it is attached.
- (c) Number of signs. One per elevation per certificate of occupancy.

(Ord. No. B-797-11(A0613), § 1(Exh. A), 7-1-2013)

Sec. 63-37. - Projection sign.

- (a) Location.
 - (1) Signs must be premises signs.
 - (2) Signs shall be attached to the building such that they project maximum one foot from the surface of the building.

- (b) Area. The surface area of the sign where text and graphics are displayed shall not exceed a maximum of 30 percent of the area of the building elevation to which it is attached.
- (c) Number of signs. One per building elevation.

(Ord. No. B-797-11(A0613), § 1(Exh. A), 7-1-2013)

~~Sec. 63-38.—Roof sign.~~

~~(a) Location.~~

~~(1) Signs must be premises signs.~~

~~(2) Signs shall not extend over ten feet from the top of the roof line.~~

~~(b) Area. Maximum 30 percent of the area of the building elevation to which it is attached.~~

~~(c) Number of signs. One per building structure.~~

(Ord. No. B-797-11(A0613), § 1(Exh. A), 7-1-2013)

Sec. 63-39⁸. - Sign cabinet.

(a) Location.

(1) Signs must be premises signs.

(2) Signs shall be attached directly to the surface of the building.

(b) Area. Maximum 30 percent of the area of the building elevation to which it is attached.

(c) Number of signs. One per elevation per certificate of occupancy.

(Ord. No. B-797-11(A0613), § 1(Exh. A), 7-1-2013)

Sec. 63-40³⁹. - Window sign.

(a) Location. Signs must be premises signs.

(b) Area. Maximum 30 percent of the area of the window.

(Ord. No. B-797-11(A0613), § 1(Exh. A), 7-1-2013)

Secs. 63-41⁰—63-49. - Reserved.

DIVISION 3. - FREESTANDING SIGNS

Sec. 63-50. - Generally.

(a) All freestanding signs shall be setback a minimum **five ten** feet from the property line.

(b) Combination of freestanding sign types allowed on a premises at any given time is as follows:

(1) A premises may either have a pole sign, or a pylon sign or a monument sign **if permitted by this ordinance**;

- (2) A premises may combine architectural element sign or a vehicle sign with any other freestanding signs;
- (3) A premises may combine flag signs only with monument signs.

(Ord. No. B-797-11(A0613), § 1(Exh. A), 7-1-2013)

Sec. 63-51. - Architectural element sign.

- (a) Location.
 - (1) Signs must be premises signs.
 - (2) Signs shall be attached to the surface of the architectural element.
- (b) Area. Maximum 200 square feet.
- (c) Height. May not extend beyond the surface of the architectural element to which it is attached.
- (d) Number of signs. One per elevation of the architectural element.

(Ord. No. B-797-11(A0613), § 1(Exh. A), 7-1-2013)

Sec. 63-52. - Flag sign.

- (a) Location.
 - (1) Signs must be premises signs.
 - (2) Signs may only display logos, symbols, tag lines and name of business.
- (b) Area. Maximum 200 square feet.
- (c) Height.
 - (1) Maximum 30 feet; except:
 - a. Maximum 50 feet along SH-174; or
 - b. Maximum 70 feet along IH-35.
- (d) Number of signs. One per premises.

(Ord. No. B-797-11(A0613), § 1(Exh. A), 7-1-2013)

Sec. 63-53. - Kiosk signs.

- (a) The city council may, by duly executed license agreement, grant the exclusive right to design, erect and maintain kiosk signs within the city limits of the city.
- (b) Kiosk signs shall be designed and constructed in accordance to the specifications contained in the aforementioned license agreement and in this section.
- (c) Prior to erecting any kiosk sign, the licensee shall submit a sign location map to the director of community development for approval. The sign location map shall contain the location, orientation, and number of individual location signs available for each kiosk sign.
- (d) Kiosk sign installation shall include break-away design features as required for traffic signs in the street right-of-way.
- (e) Advertisement of price information shall be prohibited on kiosk signs.

- (f) No additional or extraneous signs, pennants, flags or other devices for visual attention or other appurtenances shall be attached to kiosk signs.
- (g) Kiosk signs shall not be illuminated.
- (h) Individual sign panels on kiosks shall have a uniform design and color.
- (i) Kiosk signs shall not:
 - (1) Interfere with the use of sidewalks, walkways, bike and hiking trails;
 - (2) Obstruct the visibility of motorists, pedestrians or traffic control signs; and
 - (3) Be installed in the immediate vicinity of street intersections.
- (j) Signs shall comply with the visibility triangle requirements contained in the subdivision regulations or other visibility easements provided by code or subdivision plat.
- (k) Kiosk sign plazas may be located on private premises along the I-35W, SH 174, and FM 731 corridors, or other state-maintained roadways, provided written permission is obtained from the premises owner.
- (l) Kiosk signs are intended to create a uniform coordinated method of providing direction for prospective patrons of local businesses, prospective purchasers of houses, and parties interested in school or municipal events and facilities within the city limits while discouraging the placement of other unsightly and hazardous off-site directional signs.
- (m) In accordance to the specifications contained in the aforementioned license agreement a percentage of the kiosk sign panels shall be reserved for the city to use as directional signage to municipal or community facilities, or locations for community events.
- (n) The licensee shall be responsible for all construction, installation, maintenance and repair of the kiosk signs at no cost to the city.
- (o) Notwithstanding anything contained herein to the contrary, any sign authorized under this section to contain commercial copy may contain noncommercial copy in lieu of commercial copy.
- (p) The licensee shall administer the kiosk signs and shall fill the individual location sign spaces in accordance with the following criteria:
 - (1) The spaces shall be filled according to the date the requesting location submits an application or request is received by the licensee on a first-come, first-served basis.
 - (2) The number of kiosk signs and spaces on each sign shall be set by the sign location map approved by the director of community development. The licensee may request the placement of additional kiosk signs only if the number of unserved requests will fill an additional sign.
 - (3) The licensee shall have no discretion to award or not award a space on a kiosk sign based on the type of organization or business that requests placement on a kiosk sign.
 - (4) The locations listed on a kiosk sign must be within the city limits of the city and the property line of the location must be no less than 1,000 feet from the kiosk sign.

(Ord. No. B-797-11(A0613), § 1(Exh. A), 7-1-2013)

Sec. 63-54. - Monument sign.

- (a) Location. Signs must be premises signs.
- (b) Area.
 - (1) Maximum 300 square feet for single tenant sign **constructed along IH 35, Chisholm Trail Parkway, SH 174 or FM 731.**

- (2) Maximum 400 square feet for multi-tenant sign constructed along IH 35, Chisholm Trail Parkway, SH 174 or FM 731.
 - (3) Maximum 100 square feet for single tenant sign constructed along all other roadways.
 - (4) Maximum 150 square feet for multi-tenant sign constructed along all other roadways.
- (c) Height.
- (1) Sign base shall be between two feet and four feet.
 - (2) Maximum fourteen feet for multi-tenant sign constructed along IH 35, Chisholm Trail Parkway, SH 174 or FM 731. Sign height is measured from bottom of the sign base at grade to the top of the sign. Where the average grade of the lot on which a sign is placed is at or above the adjacent street grade, the sign shall be measured from the grade level adjacent to the sign. Where the average grade of the lot is below the adjacent street grade, the sign height shall be measured from the adjacent street grade.
 - (3) Maximum ten feet for single tenant sign constructed along IH 35, Chisholm Trail Parkway, SH 174 or FM 731. Sign height is measured from bottom of the sign base at grade to the top of the sign. Where the average grade of the lot on which a sign is placed is at or above the adjacent street grade, the sign shall be measured from the grade level adjacent to the sign. Where the average grade of the lot is below the adjacent street grade, the sign height shall be measured from the adjacent street grade.
 - ~~(2) Maximum eight feet for single tenant sign from top of the sign base to the top of the sign.~~
 - ~~(3) Maximum 12 feet for multi-tenant sign from top of the sign base to the top of the sign.~~
 - (4) Maximum twelve feet for multi-tenant sign constructed along all other roadways. Where the average grade of the lot on which a sign is placed is at or above the adjacent street grade, the sign shall be measured from the grade level adjacent to the sign. Where the average grade of the lot is below the adjacent street grade, the sign height shall be measured from the adjacent street grade.
 - (5) Maximum nine feet for single tenant sign constructed along all other roadways. Where the average grade of the lot on which a sign is placed is at or above the adjacent street grade, the sign shall be measured from the grade level adjacent to the sign. Where the average grade of the lot is below the adjacent street grade, the sign height shall be measured from the adjacent street grade.
- (d) Number of signs. ~~Two signs per premises.~~ One per street frontage, two maximum.
- (e) A landscaping bed shall be required around the base of the monument sign and shall be equal in area to ½ the square footage of the sign area. The landscape bed shall be planted with seasonal material such as annuals or bulbs and will be maintained in a healthy and growing condition as is appropriate for the season of the year. Maintenance shall include mowing, watering, trimming, pruning, etc.
- (f) Monument signs must be wrapped in masonry material to match or compliment building, exposed sign cabinets or poles are prohibited. The masonry material wrapping the advertising area shall not exceed 100% nor fall below 30% of the commercial advertising area.

(Ord. No. B-797-11(A0613), § 1(Exh. A), 7-1-2013)

Sec. 63-55. - Permanent off-premises signs (billboard).

- (a) Location.

- (1) The construction of new permanent off-premises signs shall be prohibited in any zoning district effective September 1, 2002. The construction of new permanent off-premises signs shall also be prohibited in the city's extraterritorial jurisdiction. The existing, nonconforming permanent off-premises signs in the city or its extraterritorial jurisdiction that are adjacent to interstate highways and federal-aid primary highways, as those terms are defined in the Highway Beautification Act, are subject to the regulations in this section. All Texas Department of Transportation regulations for permanent off-premises signs shall apply in addition to the requirements of this chapter.
 - (2) Electronic billboards.
 - a. Converting an existing sign to digital sign shall be considered a face change and will be allowed, but will not change the nonconforming status of the sign.
 - b. Message changes on digital signs shall be allowed at two second transition with an eight second hold time.
 - (3) No sign shall extend into any area identified as an airport air hazard zone as defined by Spinks Airport Air Hazard Zoning Ordinance as adopted by Resolution No. 503.
- (b) Area.
- (1) Each panel or sign shall not exceed 300 square feet in total area.
 - (2) No more than two panels or sign faces will be allowed for each sign.
 - (3) No off-premises sign shall exceed 60 feet in length, inclusive of border and trim.
- (c) Height.
- (1) Maximum 30 feet; except:
 - a. Maximum 50 ft. along SH-174; or
 - b. Maximum 70 feet along IH-35.
 - (2) Signs must maintain a ten-foot clearance from ground to sign.
- (d) Illumination.
- (1) Signs shall be shielded upward to prevent beams or rays from being directed at any portion of a traveled roadway or an occupied residential area and shall not be of such intensity or brilliance as to cause glare or impair vision. The Spinks Airport Air Hazard Zoning Ordinance, as referred to by Resolution 503, shall govern all illuminated signs located within identified air hazard zoning districts.
 - (2) Each display must have a light sensing device that will adjust the brightness as ambient light conditions change.
 - (3) Digital billboards shall not operate at brightness levels of more than 0.3 footcandles above ambient light, as measured using a footcandle meter at a pre-set distance.
 - a. Pre-set distances to measure the footcandles impact vary with the expected viewing distances of each size sign.

b. Measurement distance criteria:	Distance to be measured from:
12' X 25'	150
10'6" X 36'	200'

14' X 48'	250'
20' X 60'	350'

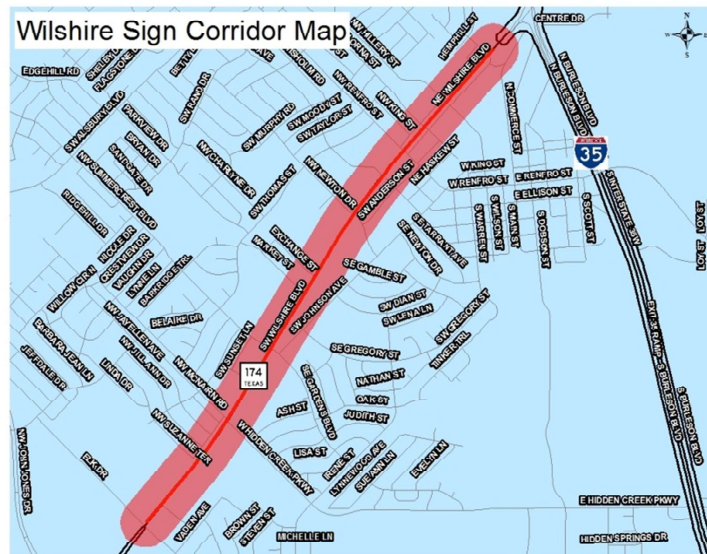
(Ord. No. B-797-11(A0613), § 1(Exh. A), 7-1-2013)

Sec. 63-56. - Pole sign.

(a) Location.

- (1) Signs must be premises signs.
- (2) Signs shall not be allowed in residentially zoned districts.
- (3) Signs shall maintain a 100 feet separation from an adjacent pole sign on each premises and minimum of 50 feet on adjacent premises on the same side of the street.
- (4) Signs shall be allowed to locate on premises within the North Wilshire Sign Corridor only.

(a) North Wilshire Sign Corridor Map. The extent of the North Wilshire Sign Corridor is defined as properties fronting on either side of Wilshire Blvd, north of Elk Drive and south of IH 35.



(b) Area.

- (1) Maximum 200 square feet; ~~except:~~
a. ~~Maximum 300 square feet along IH-35.~~

(c) Height.

- (1) Maximum ~~30~~ 50 feet; ~~except:~~
a. ~~Maximum 50 feet on premises adjacent to SH-174; or~~
b. ~~Maximum 70 feet on premises adjacent to IH-35.~~
- (2) Signs must maintain a ten-foot clearance from ground to sign.

(d) Number of signs. One per premises.

(Ord. No. B-797-11(A0613), § 1(Exh. A), 7-1-2013)

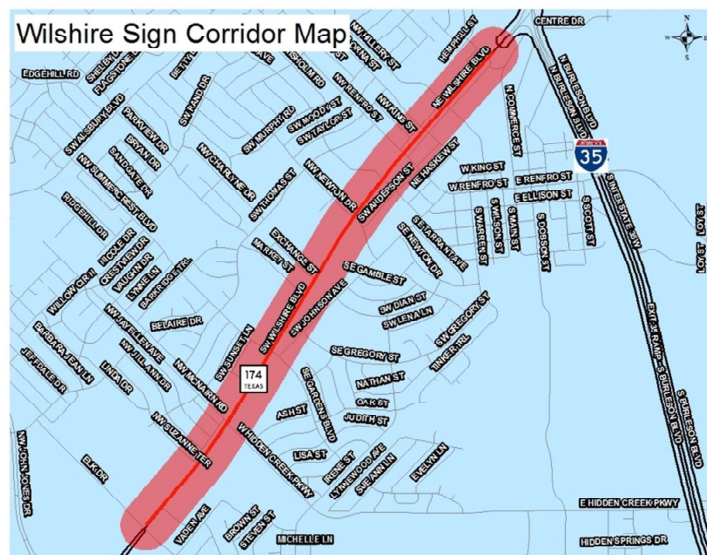
Sec. 63-57. - Pylon sign.

(a) Location.

(1) Signs must be premises signs.

(2) Signs shall be allowed to locate on premises adjacent to IH 35, Chisholm Trail Parkway and within the North Wilshire Sign Corridor.

(a) North Wilshire Sign Corridor Map. The extent of the North Wilshire Sign Corridor is defined as properties fronting on either side of Wilshire Blvd, north of Elk Drive and south of IH 35.



(b) Area.

(1) Premises adjacent to IH 35 - Maximum 300 square feet.

Premises adjacent to Chisholm Trail Parkway - Maximum 200 square feet.

Premises adjacent to North Wilshire Sign Corridor:

(a) Maximum 100 square feet for single tenant.

(b) Maximum 150 square feet for multi-tenant.

(c) Height.

(1) Premises adjacent to IH 35 - Maximum 50 feet.

Premises adjacent to Chisholm Trail Parkway - Maximum 30 feet.

Premises adjacent to North Wilshire Sign Corridor – Maximum 25 feet; except for multi-tenant buildings in which case an additional 18 inches of sign height may be granted for each business but in no event may exceed a maximum sign height of 30 feet.

(2) Signs must maintain a ten-foot clearance from ground to sign bottom of sign cabinet.

(3) Where the average grade of the lot on which a sign is placed is at or above the adjacent street grade, the sign shall be measured from the grade level adjacent to the sign. Where the average

grade of the lot is below the adjacent street grade, the sign height shall be measured from the adjacent street grade.

- (d) Number of signs. One per premises.
- (e) A landscaping bed shall be required around the base of the pylon sign and shall be equal in area to $\frac{1}{2}$ the square footage of the sign area. The landscape bed shall be planted with a mix of seasonal material such as annuals or bulbs or low to moderate growth shrubs and decorative trees. The landscape area around the sign shall be maintained in a healthy and growing condition as is appropriate for the season of the year. Maintenance shall include mowing, watering, trimming, pruning, etc.
- (f) A minimum of twenty five (25) percent of the sign structure width must be in contact with the ground. Poles and supports shall be concealed. Pylon signs shall be of similar color, material and design so as to be consistent with the architectural design of the primary structure.

(Ord. No. B-797-11(A0613), § 1(Exh. A), 7-1-2013)

Sec. 63-58. – Directional Sign.

- (a) Location. Must be premises signs.
- (b) Area. Maximum ten square feet.
- (c) Height. Maximum four feet.
- (d) Number of signs. One per driveway entrance.

Secs. 63-58~~9~~—63-69. - Reserved.

DIVISION 4. - OTHER SIGNS

Sec. 63-70. - Changeable message signs.

- (a) These may be manual or electronic.
- (b) Changeable message signs.
 - (1) Shall be allowed on all permitted signs.
 - (2) May be a part of a wall sign or a freestanding sign.
 - a. Shall not comprise an area greater than 50% of the allowed area of the monument or pylon sign.
 - b. If constructed as part of a monument or pylon sign, the changeable message sign cabinet must be wrapped in material to match or compliment building.
 - (3) Shall not be allowed on temporary signs.
- (c) Number of signs. Only one sign per premises shall be allowed as a changeable message sign.
- (d) Illumination of changeable message signs shall not be of such intensity or brilliance as to cause glare or impair vision. The Spinks Airport Air Hazard Zoning Ordinance, as referred to by Resolution 503, shall govern all changeable message signs located within identified air hazard areas.
- (e) All electronic changeable message signs shall have an auto dimmer photo eye installed in the sign.
 - (1) Maximum daytime (7:00 a.m. to 6:00 p.m.) brightness shall be 5.000 nits; and

- (2) Maximum nighttime (6:01 p.m. to 6:59 a.m.) brightness shall be 500/660 nits.
- (f) Message changes shall be allowed at two-second transition with an eight-second hold time.

Added Exhibit



Pylon sign type – permitted



Pylon sign type - prohibited



Monument sign type – permitted



Monument sign type - prohibited

Figure 63-H: Example of permitted and prohibited changeable message signs constructed on freestanding signs.

(Ord. No. B-797-11(A0613), § 1(Exh. A), 7-1-2013)

Sec. 63-71. - Signs in public rights-of-ways.

- (a) All signs in public right-of way shall have a right-of-way agreement or a license agreement between the sign owner and the city council.
- (b) The application for a right-of-way agreement or license agreement shall include the types, locations, size, area, height, number, materials, design and construction of all proposed signs.
- (c) This data shall be a part of the agreement and will be attached to the agreement.
- (d) The process for right-of way agreement or license agreement shall be as follows:
 - (1) The application will be submitted to the community development department and will be reviewed by the development assistance committee (DAC) and shall be placed on a planning and zoning commission agenda.
 - (2) The city manager will then place the item on a city council agenda.
 - (3) The director of community development department shall put a notice in the newspaper 15 days before the day of the meeting for both the planning and zoning commission meeting and city

council meetings (this notice may be sent at one time) The planning and zoning commission shall review the sign details and design and make a recommendation to the city council.

- (e) The sign placement agreement shall be approved if the following criteria are met:
 - (1) The sign will be placed in right-of-way adjacent to and in the frontage of the business location or other establishment referenced in the sign.
 - (2) There would be an unnecessary hardship if the business location or establishment were not allowed to place the sign in the right-of-way due to lack of visibility from the right-of-way due to the placement of other existing structures.

(Ord. No. B-797-11(A0613), § 1(Exh. A), 7-1-2013)

Sec. 63-72. - Shopping center sign plan.

- (a) A shopping center sign plan application shall be a written and/or illustrated document to depict all temporary and permanent proposed signs on site which shall include:
 - (1) Proposed sign palette, which may include any combination of wall, freestanding, and changeable message sign types that are allowed in this chapter;
 - (2) Location of all proposed signs included in the sign palette;
 - (3) Size and number of all proposed signs including maximum area, letter height, number, and height;
 - (4) Materials proposed for all signs and sign structures;
 - (5) Color and style palette for all signs (letter colors, background colors, text fonts, etc.) including context of where signs are to be placed on any given facade;
 - (6) Type of illumination proposed, and whether external or internal;
 - (7) Landscaping or ornamental structures including fences, fountains, public art, ground cover, and other landscaping elements that are intended to complement the proposed sign palette and design; and
 - (8) Any other information as required by the decision-making bodies.
- (b) Design guidelines.
 - (1) The sign design guidelines are designed to help ensure quality signs that communicate their message in a clear fashion; however, the "guidelines" are not as strict as sign "standards." The city council may interpret the design guidelines with some flexibility in their application to specific signs/projects, as not all design criteria may be workable or appropriate for each sign or project. In some circumstances, one guideline may be relaxed to facilitate compliance with another guideline determined by the review authority to be more important in the particular case. The overall objective is to ensure that the intent and spirit of the design guidelines are followed.
 - a. Compatibility with surroundings.
 - 1. Proportional size and scale. The scale of signs should be based on the building facade on which they are placed and the area in which they are located. The size and shape of a sign should be proportional with the scale of the structure. Large storefronts such as big boxes will be allowed to have proportionally larger signs than smaller storefronts. Signs should not overwhelm the section of the building facade on which it is placed upon.
 - 2. Integrate signs with the building. Signs should be designed so that they are integrated with the design of the building. A well designed building facade or storefront is created by the careful coordination of sign and architectural design, and a coordinated color

scheme. Signs in multiple-tenant buildings should be designed to complement or enhance the other signs in the building. Sign placement and design should be reviewed within the context of building design.

3. Corporate franchise signage. Corporate franchise signage should conform to the community's visual desires while maintaining some elements of corporate identity. Corporate logos should fit the context, color, scale and building elements.
- b. Location and mounting.
1. Signs should be mounted in locations that respect the design of a building and site, including the arrangement of bays and openings. Signs should not obscure windows, (including second-story windows), window trim/molding, grillwork, piers, pilasters, and other ornamental features.
 2. Attached signs on fascias above storefront windows should be sized to fit within existing friezes, lintels, spandrels, and other such features and not extend above, below, or beyond them. Typically, attached signs should be centered on horizontal surfaces (e.g., over a storefront opening).
 3. When a large building contains several storefronts, signs for the individual businesses should relate well to each other in terms of locations, height, proportion, color, and illumination. Maintaining continuity will reinforce the building's facade composition while still retaining each business's identity.
- c. Color.
1. Avoid using too many colors. Colors or color combinations that interfere with legibility of the sign copy or that interfere with viewer identification of other signs should be avoided.
 2. Use contrasting colors. Contrast is an important influence on the legibility of signs. A substantial contrast should be provided between the color and material of the background and the letters or symbols to make the sign easier to read in both day and night. Light letters on a dark background or dark letters on a light background are most legible. Light letters on a dark background work best for both day and night time use.
- d. Materials.
1. Compatibility of materials. Sign materials should be compatible with the design of the facade on which they are placed. Consider the architectural design of the building's facade and select materials that complement the design. The selected materials should also contribute to the legibility of the sign. For example, glossy finishes are often difficult to read because of glare and reflections.
 2. Appropriate materials. Sign materials should be extremely durable. Paper and cloth signs are not suitable for exterior use (except on awnings) because they deteriorate quickly. If wood is used, it should be properly sealed to keep moisture from soaking into the wood and causing the sign's lettering to deteriorate.
- e. Sign legibility.
1. Concise name identification. A concise name or limited lines of copy should be used whenever possible given the limited amount of time the vehicle traveling public has to identify and read the sign. The fewer number of words, the more effective the sign. A simple and succinct sign is easier to read and looks more attractive because it is less cluttered.
 2. Use symbols and logos. Symbols and logos can be used in place of words whenever appropriate. Pictographic images will usually register more quickly in the viewer's mind than a written message. And they can be an expression of the owner's creativity.

3. Limit the number of letter styles. The number of lettering styles that are used on a sign should be limited in order to increase legibility. As a general rule, limit the number of different letter types to no more than two for small signs and three for larger signs. Intricate typefaces and symbols that are difficult to read reduce the sign's ability to communicate.
- f. Sign illumination.
1. Internal illumination. Individually illuminated letters, either internally illuminated or backlit solid letters (reverse channel) are a preferred alternative to internally illuminated plastic cabinet signs. Signs comprised of individual letters mounted directly on a structure can often use a distinctive element of the structure's facade as a backdrop, thereby providing a better integration of the sign with the structure.
 2. Use a projected light source. Signs along roadways with slower moving traffic or in pedestrian-oriented environment should consider illumination by a projected light source (e.g., spotlight). Projection lighting is usually a better alternative because the sign will appear to be integrated with the building's architecture. Light fixtures supported in front of the sign cast light on the sign and generally a portion of the building's face as well. Projected lighting emphasizes the continuity of the structure's surface and signs become an integral part of the facade. The use of small, unobtrusive fixtures for external (projection) lighting is encouraged. Avoid the use of oversized fixtures that are out of scale with the sign and structure. Whenever projection lighting is used (fluorescent or incandescent), care should be taken to properly shield the light source to prevent glare from spilling over into residential areas and any public right-of-way. Signs should be lighted only to the minimum level required for nighttime readability.
 3. Cabinet signs. The use of internally illuminated cabinet signs is discouraged. When such signs are proposed, the background field is required to be opaque so that only the lettering appears illuminated (e.g., routed or push-through lettering/graphics). When the background is not opaque, the entire sign face becomes bright and the sign becomes visually separated from the building. As a result, this type of sign can disrupt the continuity of the facade.
 4. Electrical raceways and conduits. Electrical transformer boxes and raceways are required to be concealed from public view. If a raceway cannot be mounted internally behind the finished exterior wall, the exposed metal surfaces of the raceway should be finished to match the background wall, or integrated into the overall design of the sign. If raceways are necessary, they should be as thin and narrow as possible and should never extend in width or height beyond the area of the sign's lettering or graphics. All exposed conduit and junction boxes should also be concealed from public view.
 5. Neon signs. Neon/L.E.D. or similar types of lighting are discouraged.

(Ord. No. B-797-11(A0613), § 1(Exh. A), 7-1-2013)

Sec. 63-73. - Restricted or incidental parking signs.

(a) Location.

- (1) Can be affixed to a pole at the curb.
- (2) Can be vertically mounted or suspend from a pole or affixed to a building.
- (3) Must be located on private property only.

(b) Area. Maximum two (2) square feet.

- (c) Height. If vertically mount or suspended cannot be more than 60 inches above the ground floor or paving surface.
- (d) Prohibited signs.
 - (1) Signs that restrict the use of a parking space that is wholly or substantially located within public right-of-way are prohibited even if the sign is located on private property. This subsection does not apply to signs required by other law outside this chapter.
 - (2) Notwithstanding section 63-3, non-conforming signs, the building official may require removal of signs that violate this subsection. To require immediate removal the building official must render a decision and give notice as provided by subsection 63-10(8). The owner or tenant must remove the sign or appeal the decision of the building official as provided by subsection 63-10(8).

(Ord. No. B-797-11(A0613), § 1(Exh. A), 7-1-2013)

Secs. 63-74—63-79. - Reserved.

DIVISION 5. - TEMPORARY SIGNS

Sec. 63-80. - Generally.

- (a) All temporary signs shall require a permit except as provided in subsection 63-10(4).
- (b) All temporary sign permits shall be displayed in the door or windows of the establishment during the time in which the sign is displayed on the premises.

(Ord. No. B-797-11(A0613), § 1(Exh. A), 7-1-2013)

Sec. 63-81. - Banner sign.

- (a) Location.
 - (1) Signs may be premises or non-premises signs.
 - (2) Signs shall be attached to a main building or on light poles.
 - (3) Signs may be allowed in the public right-of-way for large community events.
 - (4) Banners shall not be allowed on accessory structures/buildings or fences.
- (b) Area.
 - (1) Maximum 80 square feet; except:
 - (2) Maximum 35 square feet each when located on light poles; letters, symbols, logos, etc., shall be allowed to cover only 15 percent of the total area of each light pole banner.
- (c) Height.
 - (1) On light poles:
 - a. Minimum ten feet from the ground; and
 - b. Shall not obstruct pedestrian or vehicular traffic.
- (d) Number.
 - (1) Maximum four displays per year per certificate of occupancy; except

- (2) Two vertical banners per light pole.
- (e) Time limitations.
 - (1) Maximum 30 days with 60 days between displays for each separate certificate of occupancy;
 - (2) Grand openings.
 - a. Once for each separate certificate of occupancy;
 - b. Within 30 days of the issuance of the certificate of occupancy;
 - c. Maximum for 15 consecutive days.
 - (3) Special events. Banner signs are allowed with a special event permit for 14 days prior to the event and two days after the event is over.
 - (4) There is no time limitation for banners on light poles.

(Ord. No. B-797-11(A0613), § 1(Exh. A), 7-1-2013)

Sec. 63-82. - Construction sign.

- (a) Location. Signs must be premises signs.
- (b) Area.
 - (1) Maximum 50 square feet in residential districts.
 - (2) Maximum 100 square feet in nonresidential districts.
- (c) Height. Fifteen feet as measured from the sign base.
- (d) Number of signs. One sign for each abutting street.
- (e) Time limitation. Maximum 60 days prior to construction up to 14 days after completion (issuance of certificate of occupancy).

(Ord. No. B-797-11(A0613), § 1(Exh. A), 7-1-2013)

Sec. 63-83. - Movable sign.

- (a) Location.
 - (1) Signs must be premises signs.
 - (2) Except for "A"-frame or sandwich board signs, must be ten feet from curb or edge of paving and 15 feet from access drive.
 - (3) Fifty feet from any other movable signs.
 - (4) Movable signs are prohibited in the public right-of-way.
- (b) Area.
 - (1) Generally: Maximum eight (8) square feet.
 - (2) Bow banners or swooper flags: 15 square feet.
 - (3) "A"-frame or sandwich board signs: 25 square feet.
- (c) Height.
 - (1) Generally: Maximum four (4) feet from ground.
 - (2) Bow banners or swooper flags: Maximum (10) ten feet from the ground.

- (3) "A"-frame or sandwich board signs: Maximum 5 feet from the ground.
- (d) Number of signs. Each business may display one (1) movable sign per street frontage, regardless of the size of the premises.
- (e) Time limitation. "A"-frame or sandwich board signs shall only be allowed during business hours.
- (f) Illumination. Movable signs shall not be illuminated.

(Ord. No. B-797-11(A0613), § 1(Exh. A), 7-1-2013)

Sec. 63-84. - Pennants.

- (a) Location.
 - (1) Signs must be premises signs.
 - (2) Pennants are only allowed for grand openings and for holidays and festivals.
- (b) Time limitation.
 - (1) Grand openings.
 - a. Once for each separate certificate of occupancy (CO).
 - b. Within 30 days of the issuance of the CO.
 - c. Maximum for 15 consecutive days.
 - (2) Holiday and festivals. Forty days prior to the holiday event and up to two days after the holiday event for each premises.

(Ord. No. B-797-11(A0613), § 1(Exh. A), 7-1-2013)

Sec. 63-85. - Residential yard sign.

- (a) Location. Except for noncommercial signs, signs must be premises signs; except for garage sale signs that shall follow regulations in chapter 66 of this Code.
- (b) Area. Maximum ten square feet; except for garage sale signs that shall follow regulations in chapter 66 of this Code.
- (c) Height. Maximum four feet.
- (d) Number of signs. One sign per premises.
- (e) Time limitation. For the duration of the activity but removed 30 days following completion; except for garage sale signs that shall follow regulations in chapter 66 of this Code.

(Ord. No. B-797-11(A0613), § 1(Exh. A), 7-1-2013)

Sec. 63-86. - Vehicle sign.

- (a) [Permits.] A permit for a vehicle sign shall be issued for both a sign and its location.
- (b) Location.
 - (1) Vehicle signs shall not be permitted within a 1,000 feet of a location permitted in the previous three-month period.
 - (2) Vehicles upon which signs are displayed shall have current license and inspection according to the licensing and inspection regulation of the state.

- (3) Vehicles upon which signs are displayed are maintained in operable condition.
- (4) Vehicles (moving or parked) may have a sign, if the sign is:
 - a. Securely mounted on a two-ton payload capacity truck and the sign faces are soft face and secured to the vehicle using a keder welt bead and mounting track.
 - b. Not a changeable message sign.
- (c) Area. Minimum 20 feet to maximum 22 feet in length.
- (d) Height. Minimum eight feet to maximum ten feet in height.
- (e) Number of signs. Two signs citywide at any given time on a first come first serve basis.
- (f) Time limitation.
 - (1) Maximum 15 days with an ability to file for an extension of an additional 15 days; and
 - (2) Maximum of 30 day[s] every three months would be allowed for each individual sign.
- (g) [Purpose.] The primary purpose of such vehicle or equipment is for the display of such signage if the vehicle/equipment is any one of the following:
 - (1) Not properly parked in a designated parking space, unable to fit in a parking space, except that a passenger vehicle with a curb vehicle weight of less than 6,500 pounds may be parked on private property on a hard, paved surface outside of a designated parking space, provided it does not interfere with the circulation of traffic into, out of, or within said property and displays one or more signs that are magnetic, decals, or painted upon an integral part of the vehicle as originally designed by the manufacturer and do not break the silhouette of the vehicle; or
 - (2) Used primarily as a static display for the display of such signage.

(Ord. No. B-797-11(A0613), § 1(Exh. A), 7-1-2013)

Sec. 63-87. - Wind sign.

- (a) Location.
 - (1) Signs must be premises signs.
 - (2) Wind signs are only allowed for grand openings and for holidays and festivals.
- (b) Time limitation.
 - (1) Grand openings.
 - a. Once for each separate certificate of occupancy (CO).
 - b. Within 30 days of the issuance of the CO.
 - c. Maximum for 15 consecutive days.
 - (2) Holiday and festivals. Forty days prior to the holiday event and up to two days after the holiday event for each premises.

(Ord. No. B-797-11(A0613), § 1(Exh. A), 7-1-2013)

Sec. 63-88. - Residential subdivision development sign.

- (a) Location.
 - (1) Sign may be non-premises or premises within 250 feet of the subdivision entrance and within the subdivision boundaries.

- (2) Sign shall be located:
 - a. On property of the subdivision where the lots of the homebuilder are located or on property of an earlier phase of the subdivision where the lots of the homebuilder are located; or
 - b. Within 250 feet of the entrance to the subdivision.
- (3) No signs shall be allowed in the public right-of-way.
- (b) Area. Maximum 32 square feet.
- (c) Height. Maximum 12 feet.
- (d) Number of signs. One sign per homebuilder per subdivision entrance.
- (e) Time limitation. After 100 percent of the homebuilders sites are completed, and then they have 48 hours to remove the sign.

(Ord. No. B-797-11(A0613), § 1(Exh. A), 7-1-2013)

Sec. 63-89. - Political signs.

- (a) Political signs not exceeding 36 square feet may be erected on private real property only with the permission of the property owner. Private real property does not include real property subject to an easement or other encumbrance that allows a municipality to use the property for a public purpose.
- (b) Political signs shall be removed within ten days after completion of the election in question.
- (c) In the case of a run-off election, signs advertising those candidates who are in the run-off election may be continued to be displayed during the interim period, but must be removed within ten days after the run-off election.
- (d) A political sign shall not require a sign permit and shall comply with the following requirements:
 - (1) The total signage area for political signs shall not exceed 36 square feet in area, shall not exceed eight feet in height, shall not be illuminated, nor have any moving elements.
 - (2) Political signs shall not be located in the city rights-of-way or in roadway medians, nor be placed on city-owned property such as city parks, fire stations, police stations, libraries, city hall and other city-owned buildings. However, such signs may be placed on public property designated as an official polling place on a designated election day, with such signs being located outside the specified distance from the polling place entrance as permitted by state election laws.
 - (3) Political signs may not be placed in the state rights-of-way situated within the city.
 - (4) Political signs shall not be installed in any manner that may result in a potential safety hazard of any type.
 - (5) Political signs shall not be placed in visibility triangles as defined in the subdivision ordinance of the city.
 - (6) Political signs shall be kept in repair and proper state of preservation.
 - (7) Political signs may be erected no earlier than 62 days before the date of the election for which the sign is designated.
 - (8) Notwithstanding any provision in this chapter to the contrary, if a political sign is authorized to be placed or erected under this section, a temporary sign with any other noncommercial message is allowed to be erected in its place provided it otherwise complies with the provisions of this section.

(Ord. No. B-797-11(A0613), § 1(Exh. A), 7-1-2013)

Sec. 63-90. - Human signs.

(a) Location.

- (1) Each sign shall be located on private property where a sale, event, promotion, or a similar limited-duration event is taking place.
- (2) Human signs shall not be permitted in residential districts.
- (3) Human signs are prohibited within any public right-of-way.
- (4) A person acting as a human sign is not permitted to hold or carry wind devices, flags or balloons. Podiums, risers, stilts, vehicles, roofs, or other structures or devices shall not support a human sign.

(b) Area. Eight square feet.

(c) Height. May not extend 12 feet above ground.

(d) Number of signs.

- (1) No more than one human sign per business location.
- (2) A human sign counts as a type of moveable sign for purposes of the number limitation set forth in subsection 63-83(4).

(e) Time limitation. Human signs shall only be allowed during business hours.

(Ord. No. B-797-11(A0613), § 1(Exh. A), 7-1-2013)

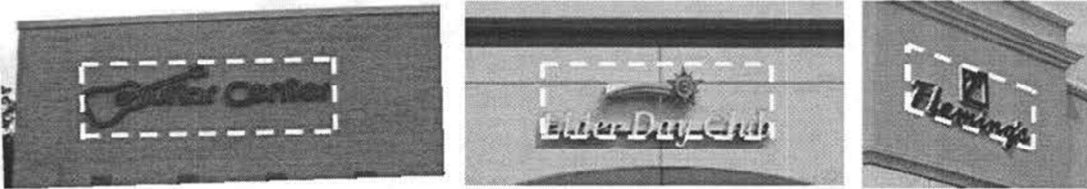
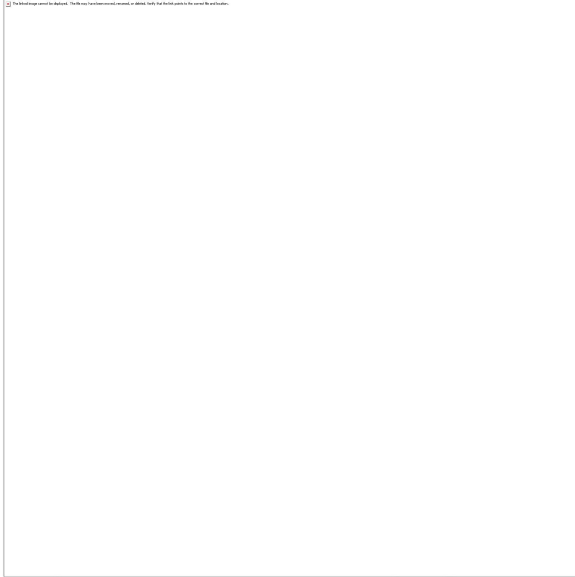
Secs. 63-91—63-99. - Reserved.

DIVISION 6. - SUPPLEMENTARY REGULATIONS

Sec. 63-100. - Measurement standards.

(a) Sign area measurement.

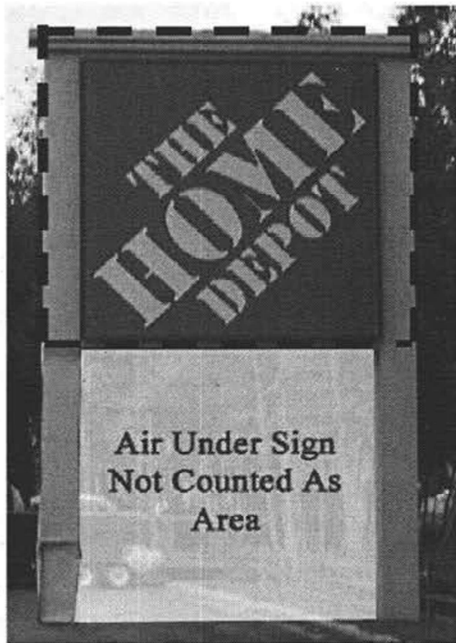
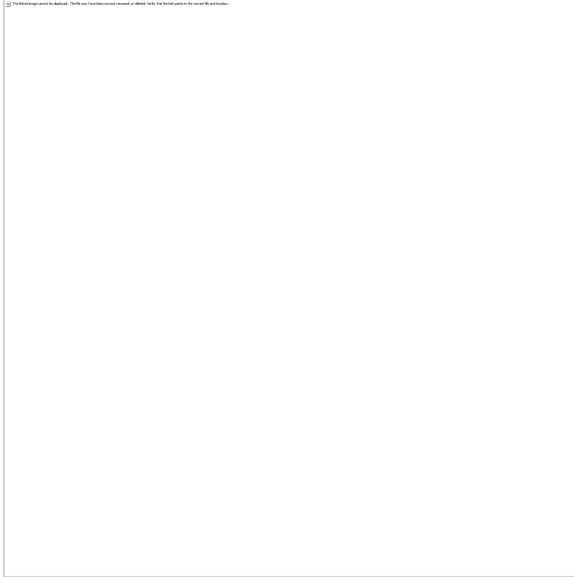
- (1) For a wall sign, which is framed, outlined, painted or otherwise prepared and intended to provide a background for a sign display, the area and dimensions, shall include the entire portion within such background or frame.
- (2) For a wall sign comprised of individual letters, figures or elements on a wall or similar surface of the building or structure, the area and dimensions of the sign shall encompass a regular geometric shape (rectangle, circle, trapezoid, triangle, etc.), or a combination of regular geometric shapes, which form, or approximate, the perimeter of all elements in the display, the frame, and any applied background that is not part of the architecture of the building. When separate elements are organized to form a single sign, but are separated by open space, the sign area and dimensions shall be calculated by determining the geometric form, or combination of forms, which comprises all of the display areas, including the space between different elements. (See figure 63-G below for walls signs, and figure 63-H for freestanding signs)



Representation of sign areas using single geometric shapes equivalent to the areas (square feet) using multiple geometric shapes.

Re #

Figure 63-G: Example of geometric area applied to sign area calculations.



The black dashed line indicates the sign area



In the sign to the left, the frame may or may not be included in the sign area.

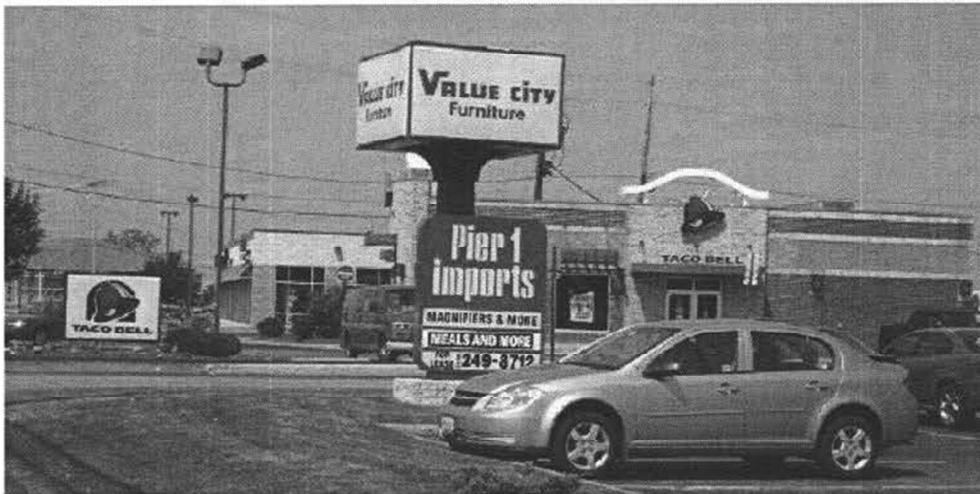
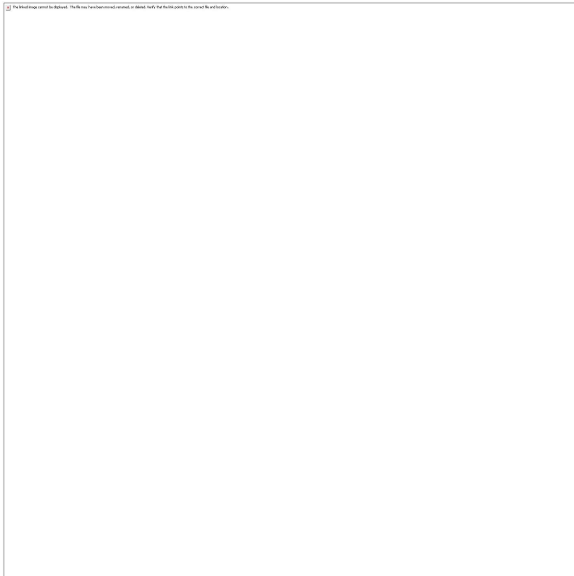
In the sign above, the solid base is not included in the sign area.

Re #

Figure 63-H: Example of calculation for freestanding sign area.

- (3) For a vehicle sign the area and height of the sign does not include the vehicle, itself.
- (4) For a freestanding sign, the sign area shall include the frame, if any, but shall not include:
 - a. A pole or other structural support unless such pole or structural support is internally illuminated or otherwise so designed to constitute a display device, or a part of a display device.
 - b. Architectural features that are either part of the building or part of a freestanding structure, and not an integral part of the sign, and which may consist of landscaping, building or structural forms complementing the site in general.
- (5) When two identical sign faces are placed back to back so that both faces cannot be viewed from any point at the same time, and are part of the same sign structure, the sign area shall be computed as the measurement of one of the two faces. When the sign has more than two

display surfaces, the area of the sign shall be the area of largest display surfaces that are visible from any single direction. The area of a sign with more than two faces would be calculated as the area of the largest rectangular plane of the panels that are visible from any single location (See figure 63-1 below.)



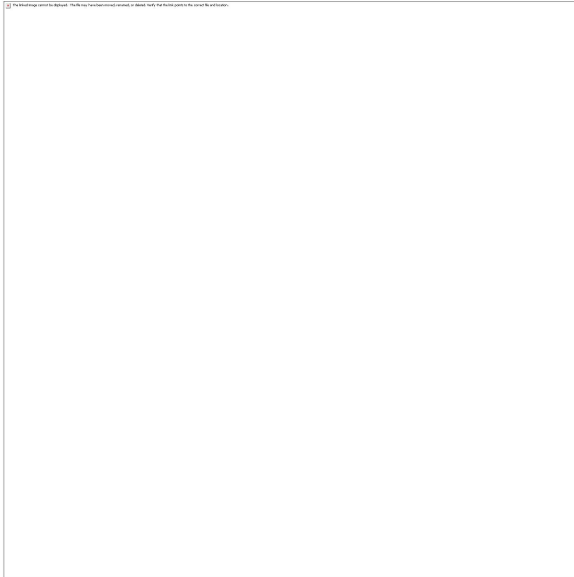
The area of a sign, with more than two faces, would be calculated as the area of the largest rectangular plane of the panels that are visible from any single location.

Re #

~~Figure 63-1: Example of a sign area with multiple faces.~~

- (6) In the event of a dispute in determining the area or dimensions of any sign, the decision of the building official may be appealed by the applicant through the submittal of a formal application to the director of community development department in accordance with the variance process described in this chapter.
- (7) Determining sign height. The height of a freestanding sign shall be measured from the base of the sign or supportive structure at its point of attachment to the ground, to the highest point of the sign. A freestanding sign on a manmade base, including a graded earth mound, shall be measured from the grade of the nearest pavement or top of any pavement curb.

- (8) Clearance for freestanding and projecting signs shall be measured as the smallest vertical distance between finished grade and the lowest point of the sign, including any framework or other embellishments. (See figure 63-J for an example)



The height of a sign is measured from the grade of the street level where the sign is viewed; not from the top of the mound

Re #

~~Figure 63-J~~ indicated method for measuring sign height from street level.

(Ord. No. B-797-11(A0613), § 1(Exh. A), 7-1-2013)

Sec. 63-101. - Construction standards.

- (a) Design required. Before a sign permit shall be granted, the applicant shall submit to the building official a design or plan containing information as to the type, size, shape, location, construction, lighting/illumination, and materials of the proposed sign.

- (b) The design and erection of all signs shall be constructed as specified in Sections 1609(wind), 1604(working stress), and 2204 and 2304- 2306, respectively, of the latest adopted edition of the International Building Code:
- (1) Signs shall be structurally sound and located so as to pose no reasonable threat to pedestrian or vehicular traffic.
 - (2) All permanent freestanding signs shall have self-supporting structures erected on, or permanently attached to, concrete foundations.
 - (3) If possible, signs should not be in locations that obscure architectural features such as pilasters, arches, windows, cornices, etc.
 - (4) The signs should not be in locations that interfere with safe vehicular and pedestrian circulation or public safety signals and signs.
 - (5) No signs shall be erected, constructed or maintained so as to obstruct any fire escape, required exit, window, or door opening used as a means of egress.
 - (6) Signs shall be structurally designed in compliance with ANSI and ASCI standards. All elective signs shall be constructed according to the technical standards of a certified testing laboratory.

(Ord. No. B-797-11(A0613), § 1(Exh. A), 7-1-2013)

Sec. 63-102. - Lighting standards.

Signs may be illuminated - by external or internal means - and in addition to the requirements and regulations of the ordinance codified herein, provided that:

- (1) The brightness and intensity shall not be greater than necessary to meet reasonable needs of the business or use served;
- (2) Light sources shall be shielded from all adjacent buildings and streets; and
- (3) The lighting shall not create excessive glare to pedestrians and/or motorists, and will not obstruct traffic control or any other public informational signs.

(Ord. No. B-797-11(A0613), § 1(Exh. A), 7-1-2013)

Sec. 63-103. - Enforcement and maintenance.

- (a) All signs shall be maintained in accordance with the following:
- (b) The property owner shall maintain the sign; in a condition appropriate to the intended use; to all city standards; and has a continuing obligation to comply with all building code requirements.
- (c) If the sign is deemed by the code enforcement officer to be in an unsafe condition, the owner of the business shall be immediately notified in writing, and shall, within 48 hours of receipt of such notification, respond to the city with a plan to correct the unsafe condition, remove the unsafe sign, or cause it to be removed. If after 30 days the unsafe condition has not been corrected through repair or removal, the code enforcement officer may cause the repair or removal of such sign at the expense of the property owner or lessee. If the total costs are not paid in full within 30 days of the repairs or removal, the amount owned shall be certified as an assessment against the property of the sign owner, and lien upon that property, for collection as prescribed for unpaid real estate taxes.
- (d) In cases of emergency, the code enforcement officer may cause the immediate removal of a dangerous or defective sign without notice.

- (e) Whenever any sign, either conforming or nonconforming to these regulations, is required to be removed for the purpose of repair, re-lettering or repainting, the same may be done without a permit or without any payment of fees provided that all of the following conditions are met:
- (1) There is no alteration or remodeling to the structure or the mounting of the sign itself;
 - (2) There is no enlargement or increase in any of the dimensions of the sign or its structure;
 - (3) The sign is accessory to a legally permitted, conditional or nonconforming use.

(Ord. No. B-797-11(A0613), § 1(Exh. A), 7-1-2013)

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, FOR APPROVAL OF VARIANCES TO CHAPTER 63, SIGN REGULATIONS, TO ALLOW A PYLON SIGN, AND REDUCTION TO THE MINIMUM REQUIRED GROUND CLEARANCE OF THE SIGN CABINET LOCATED AT 1551 GREENRIDGE DRIVE.

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, an application for commercial site plan with a variance related to pylon signage was filed by **Katherine Moltz** on **March 16, 2026**, under **Case Number VAR26-009**, on property described herein below filed application with the City; and

WHEREAS, on May 18, 2026, the City Council made an inquiry into the matter and reviewed all the relevant information, and

WHEREAS, Chapter 63, Sign Regulations, of the City of Burleson Code of Ordinances (2005) regulates the location, size, construction, erection, duration, use, and maintenance of signs within the jurisdiction of the City; and

WHEREAS, the City Council finds and determines that special conditions exist that are peculiar to the land, structure or building involved and are not applicable to other lands, buildings or structures in the same vicinity; and

WHEREAS, City Council finds and determines that the strict interpretation of Chapter 63 would deprive the applicant of rights commonly enjoyed by other properties in the vicinity under the terms of Chapter 63; and

WHEREAS, City Council finds and determines that the special conditions and circumstances do not result from the actions of the applicant(s) and such conditions and circumstances do not merely constitute pecuniary hardship or inconveniences; and

WHEREAS, City Council finds and determines that granting the variance will meet the objectives of the ordinance and not be injurious to the adjoining property owners or otherwise detrimental to the public welfare; and

WHEREAS, City Council finds and determines that the request will be the minimum variance necessary to alleviate the special hardship or practical difficulties faced by the applicant in meeting the requirements of Chapter 63; and

WHEREAS, City Council has determined that granting the variance will be in harmony with the spirit and purpose of Chapter 63; and

WHEREAS, the City Council finds and determines the conditions attached to the variance, if any, are necessary to achieve the purpose of Chapter 63.

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

Section 1.

City Council hereby grants a variance to Section 63-57(a)(2) of Chapter 63, Sign Regulations, of the City of Burleson Code of Ordinances (2005) requiring a pylon sign within the North Wilshire Sign Corridor, to allow a pylon sign to be located at 1551 Greenridge Drive with the following conditions:

Height: Pylon sign shall not exceed 29 feet in height.

City Council hereby grants a variance to Section 63-57(c)(2) of Chapter 63, Sign Regulations, of the City of Burleson Code of Ordinances (2005) requiring signs must maintain a ten-foot clearance from ground to bottom of sign cabinet, to allow a pylon sign with 8'-11 ½" of ground clearance to be located at 1551 Greenridge Drive.

Except as otherwise specified above or as shown on Exhibit "A", all other conditions, regulations, procedures, and rules of Chapter 63, Sign Regulations, of the City of Burleson Code of Ordinances (2005), as amended, shall apply to the signs at 1551 Greenridge Drive.

Section 2.

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

PASSED, APPROVED, AND SO RESOLVED by the City Council of the City of Burleson, Texas, on the _____ day of _____, 20____.

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO LEGAL FORM:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney

Exhibit "A"

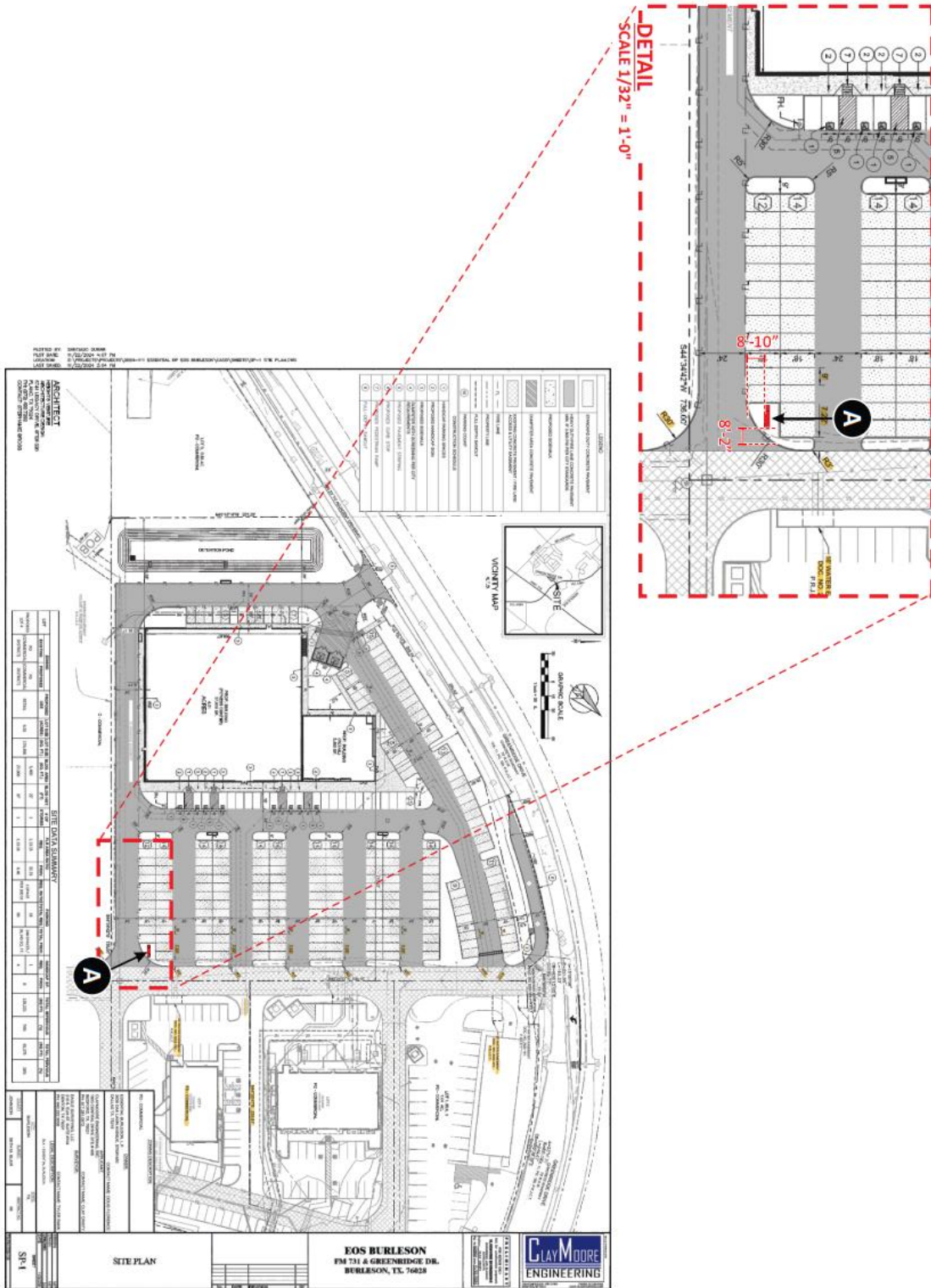
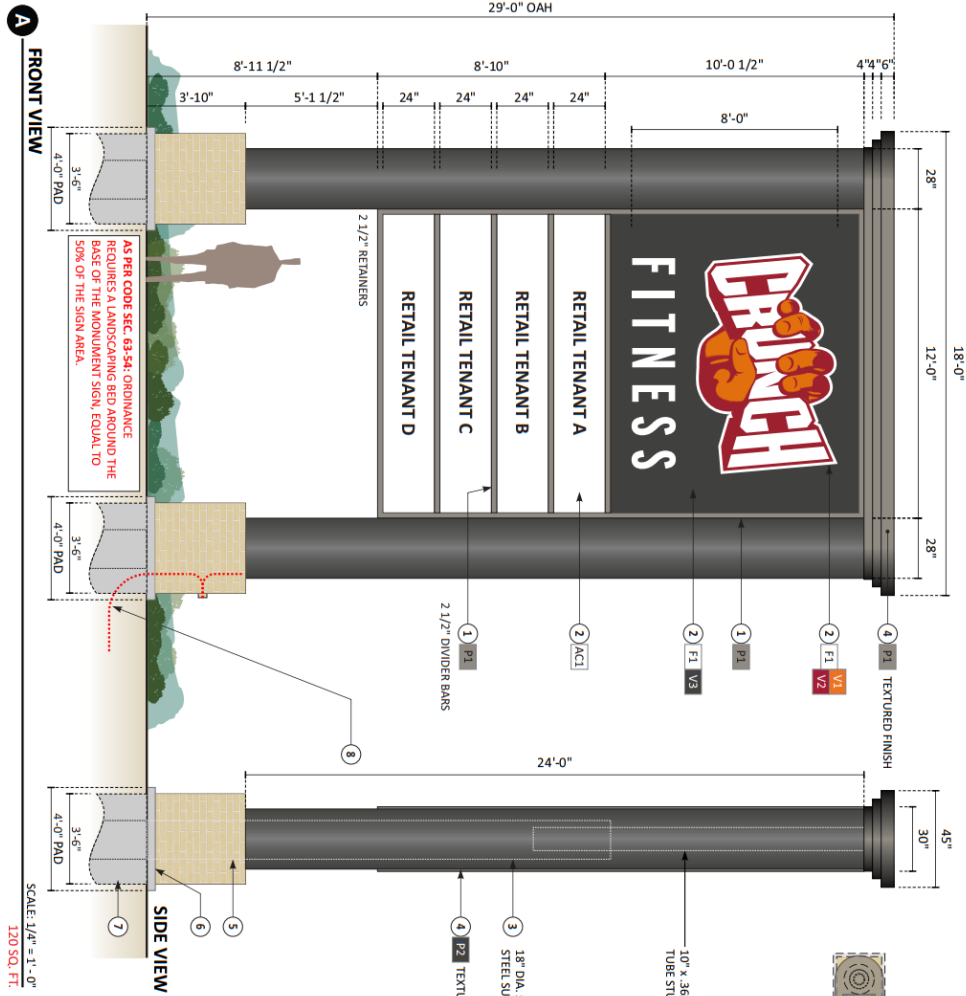


Exhibit "A" (Continued)

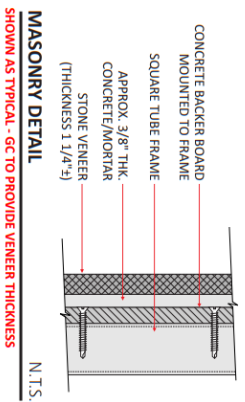


D/F MULTI-TENANT PYLON

#	Description
1	10' Alum. fabricated Cabinet, Returns, Face Dividers and reveal - All Painted (P2) Finish.
2	1 Two (2) (P1) Main 10' Flat faces, 1st surface 3M translucent film - Internally illum. will be Secondary cabinet panels (GV 8) to have polycarb. faces w/ vinyl graphics (on separate wof) Req. 9 sq ft local code.
3	Two (2) Steel Supports & Steel Stub Supports
4	Alum. Fab. Pole Covers PTD. (P2) w/ Tex. Finish. w/ Decorative cap painted (P1)
5	Lower Base Column with Fabricated Alum. Frame / Backer Board with Metrobrick #100 Alabaster veneer.
6	4" Deep x 48" x 48" Concrete Pad with #3 Rebar on 9" Centers.
7	Two (2) 3'-6" Dia. x 10'-6" Deep Concrete Pier Foundations Required.
8	Partition ID to provide buried conduit prior to concrete foundation pouring.

Primary Elec. Service & Final Hoodup by Customer. VARIANCE REQUIRED.

Colors:	Description
AC1	White polycarbonate face
FI	White Flex face
V1	CRUNCH - 3M #3930-74 Kumquat Orange
V2	FITNESS - 3M #3750-53L Cardinal Red
V3	Original 8500 070 Black (pins 446 C)
P1	SW 1018 Downfall (cab. ret. - dividers) paint
P2	SW 7059 Iron Ore (Support cover) text. paint



City Council Regular Meeting

DEPARTMENT: Development Services


FROM: Tony D. McIlwain, Development Services Director

MEETING: May 18, 2026

SUBJECT:

Consider and take possible action on a right-of-way use agreement with Eagle Mountain Enterprises, LLC for a monument sign associated with the Bear Ridge subdivision to be located within the median of South Wicker Hill Road. *(Staff Contact: Tony D. McIlwain, AICP, CFM, Development Services Director)(The Planning and Zoning Commission recommended approval by a vote of 7 to 0.)*

STRATEGIC PRIORITY AND GOAL(S):

Strategic Priority	Strategic Goal
 <p>Dynamic & Preferred City Through Managed Growth</p>	<p>2.2 Promote sustainable residential and commercial development through strategic and long-term planning</p>

SUMMARY:

Eagle Mountain Enterprises LLC is requesting approval to erect a subdivision sign within the median of South Wicker Hill Road. The sign is a monument type that identifies the Bear Ridge community. It is ninety-six square feet (8'h x12'w) and is proposed near the entry to the neighborhood. The city's code defines monument sign as a freestanding sign integrated into landscaping or other solid structural features supported by masonry base (no poles or columns) on the ground.

Below are the requirements for signs proposed within public rights-of-way.

§ 63-71 Signs in public rights-of-way.

(a) All signs in public right-of-way shall have a right-of-way agreement or a license agreement between the sign owner and the city council.

(b) The application for a right-of-way agreement or license agreement shall include the types, locations, size, area, height, number, materials, design and construction of all proposed signs.

(c) This data shall be a part of the agreement and will be attached to the agreement.

(d) The process for right-of-way agreement or license agreement shall be as follows:

(1) The application will be submitted to the community development department and will be reviewed by the development assistance committee (DAC) and shall be placed on a planning and zoning commission agenda.

(2) The city manager will then place the item on a city council agenda.

(3) The director of community development department shall put a notice in the newspaper 15 days before the day of the meeting for both the planning and zoning commission meeting and city council meetings (this notice may be sent at one time). The planning and zoning commission shall review the sign details and design and make a recommendation to the city council.

(e) The sign placement agreement shall be approved if the following criteria are met:

(1) The sign will be placed in right-of-way adjacent to and in the frontage of the business location or other establishment referenced in the sign.

(2) There would be an unnecessary hardship if the business location or establishment were not allowed to place the sign in the right-of-way due to lack of visibility from the right-of-way due to the placement of other existing structures.

Staff has met the public notice requirement. Staff has approved a right-of-way use agreement for median landscaping and irrigation. These improvements will be maintained by the Homeowner's Association.

RECOMMENDATION:

Staff recommends approval of the right-of-way use agreement. There are no associated sign variances.

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

April 28, 2026: The Planning and Zoning Commission recommended 7 to 0 to approve the monument sign.

REFERENCE:

[DIVISION 3: FREESTANDING SIGNS - City of Burlison, TX](#)

FISCAL IMPACT:

Proposed Expenditure/Revenue: n/a
Account Number(s): n/a

Fund: n/a
Account Description: n/a
Procurement Method: n/a

STAFF CONTACT:

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

Monument Sign in R-O-W

MAY 18, 2026: CITY COUNCIL

Monument Sign in R-O-W

- ❖ Eagle Mountain Enterprises, LLC has requested use of the city's right-of-way for a monument sign associated with the Bear Ridge subdivision.
- ❖ The monument sign is proposed to be located within the median of South Wicker Hill Road.
- ❖ Signs placed within public roadways require the Planning and Zoning Commission's review of the sign and City Council's approval of a right-of-way use agreement.

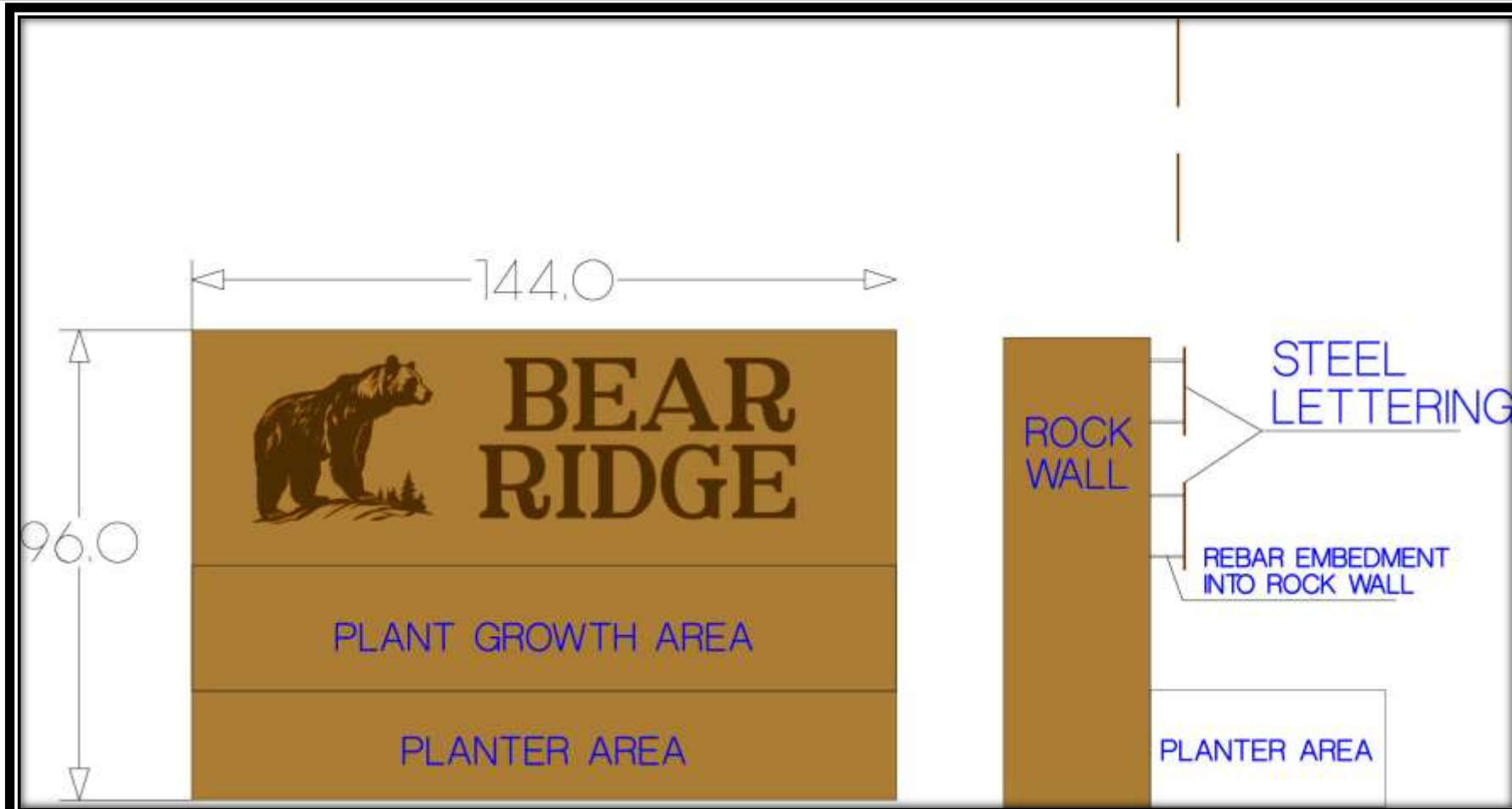
§ 63-71 Signs in Public Rights-of-Way

- ❖ (a) All signs in public right-of-way shall have a right-of-way agreement or a license agreement between the sign owner and the city council.
- ❖ (b) The application for a right-of-way agreement or license agreement shall include the types, locations, size, area, height, number, materials, design and construction of all proposed signs.
- ❖ (c) This data shall be a part of the agreement and will be attached to the agreement.

Monument Sign in R-O-W

- ❖ The sign is proposed at 8' x 12', with a 1' base.
- ❖ It will measure 9' in height from adjacent grade.
- ❖ No portion of the monument sign will extend beyond the edge of the median.
- ❖ Staff has approved a R-O-W use agreement for median landscaping and irrigation.
- ❖ Landscaping improvements within the R-O-W will be maintained by the Homeowner's Association.

Monument Sign in R-O-W



§ 63-71 Signs in Public Rights-of-Way

- ❖(d) The process for right-of way agreement or license agreement shall be as follows:
 - ❖(1) The application will be submitted to the community development department and will be reviewed by the development assistance committee (DAC) and shall be placed on a planning and zoning commission agenda.
 - ❖(2) The city manager will then place the item on a city council agenda.
 - ❖(3) The director of community development department shall put a notice in the newspaper 15 days before the day of the meeting for both the planning and zoning commission meeting and city council meetings (this notice may be sent at one time). The planning and zoning commission shall review the sign details and design and make a recommendation to the city council.
- ❖(e) The sign placement agreement shall be approved if the following criteria are met:
 - ❖(1) The sign will be placed in right-of-way adjacent to and in the frontage of the business location or other establishment referenced in the sign.
 - ❖(2) There would be an unnecessary hardship if the business location or establishment were not allowed to place the sign in the right-of-way due to lack of visibility from the right-of-way due to the placement of other existing structures.

Recommendation

- ❖ Staff recommends approval of the right-of-way use agreement.

- ❖ The Planning and Zoning Commission recommended approval of the monument sign by a vote of 7 to 0.


City Council Regular Meeting

DEPARTMENT: Development Services
FROM: Tony D. McIlwain, Development Services Director
MEETING: May 18, 2026

SUBJECT:

Consider and take possible action on a second amendment to an interlocal Agreement with Johnson County (CSO#1189-11-2019) for platting, permitting and floodplain authority within the city’s extraterritorial jurisdiction (ETJ). *(Staff Contact: Tony D. McIlwain, AICP, CFM, Development Services Director) (No Planning and Zoning Commission action was required for this item)*

STRATEGIC PRIORITY AND GOAL(S):

Strategic Priority	Strategic Goal
 <p>Dynamic & Preferred City Through Managed Growth</p>	2.2 Promote sustainable residential and commercial development through strategic and long-term planning

SUMMARY:

City Council recently approved a development agreement for a mixed-use municipal management district (TallGrass MMD). That agreement references the City’s intent to exercise exclusive jurisdiction over the platting and permitting of the project. In order to do that, it is necessary to amend the existing interlocal agreement (ILA) with Johnson County that details the platting authority for properties within Burleson’s extra-territorial jurisdiction (ETJ).

Currently the City exercise platting authority for all ETJ properties. The proposed second amendment to the ILA will provide the following:

1. City and County agree that City has the exclusive authority to regulate all subdivision plats and approve all related permits for the real property set forth in Exhibit “A”, attached hereto and incorporated herein by reference for all purposes, located within the North Johnson County Municipal Management District No. 1, created pursuant to Article III,

Section 52, Article XVI, Section 59, and Article III, Section 52-a of the Texas Constitution, located within City's ETJ.

2. City and County agree that City has authority to handle and is responsible for flood plain enforcement within the real property set forth in Exhibit "A", attached hereto and incorporated herein by reference for all purposes, located within the North Johnson County Municipal Management District No. 1, created pursuant to Article III, Section 52, Article XVI, Section 59, and Article III, Section 52-a of the Texas Constitution, located within City's ETJ.

RECOMMENDATION:

Staff recommends approval of the second amendment to the interlocal agreement with Johnson County.

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

April 1, 2002: City Council approved the interlocal agreement with Johnson County.

November 11, 2019: City Council approved the first amendment to the interlocal agreement with Johnson County.

REFERENCE:

CSO# 1189-11-2019

FISCAL IMPACT:

Proposed Expenditure/Revenue: n/a
Account Number(s): n/a
Fund: n/a
Account Description: n/a
Procurement Method: n/a

STAFF CONTACT:

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

Johnson County Platting Interlocal Agreement (ILA)

CITY COUNCIL: MAY 18, 2026

Johnson County Platting ILA

- ❑ The City adopted an interlocal agreement (ILA) with Johnson County on April 1, 2002
- ❑ That ILA contained provisions for development in the ETJ:
 - City has authority for subdivision platting and applying its subdivision regulations
 - County has authority for on-site sewage system permitting and floodplain regulations
 - County has responsibility for road maintenance

Johnson County Platting ILA

- ❑ The City most recently amended (*i.e. 1st amendment*) the interlocal agreement (ILA) with Johnson County in November 2019
- ❑ That ILA amendment contained new provisions:
 - Added City floodplain management authority within Joshua Farms MMD No. 2 (“Silo Mills”)
 - Clarified platting requirements for manufactured home rental communities in the ETJ

Johnson County Platting ILA

- ❑ City Council approved a development agreement with the North Johnson County Municipal Management District No. 1 (i.e. TallGrass MMD).
- ❑ Agreement references City's intent to exercise exclusive jurisdiction over the platting and permitting of the project.
- ❑ In order to do that, it is necessary to approve a 2nd amendment to the existing interlocal agreement (ILA) with Johnson County.

Johnson County Platting ILA

- This 2nd amendment includes the following provisions relating to Exhibit “A” (i.e. Tract 2) of the TallGrass MMD:
1. City and County agree that **City has the exclusive authority to regulate all subdivision plats and approve all related permits for the real property set forth in Exhibit “A”**, attached hereto and incorporated herein by reference for all purposes, located within the North Johnson County Municipal Management District No. 1, created pursuant to Article III, Section 52, Article XVI, Section 59, and Article III, Section 52-a of the Texas Constitution, located within City’s ETJ.
 2. City and County agree that **City has authority to handle and is responsible for flood plain enforcement within the real property set forth in Exhibit “A”**, attached hereto and incorporated herein by reference for all purposes, located within the North Johnson County Municipal Management District No. 1, created pursuant to Article III, Section 52, Article XVI, Section 59, and Article III, Section 52-a of the Texas Constitution, located within City’s ETJ.



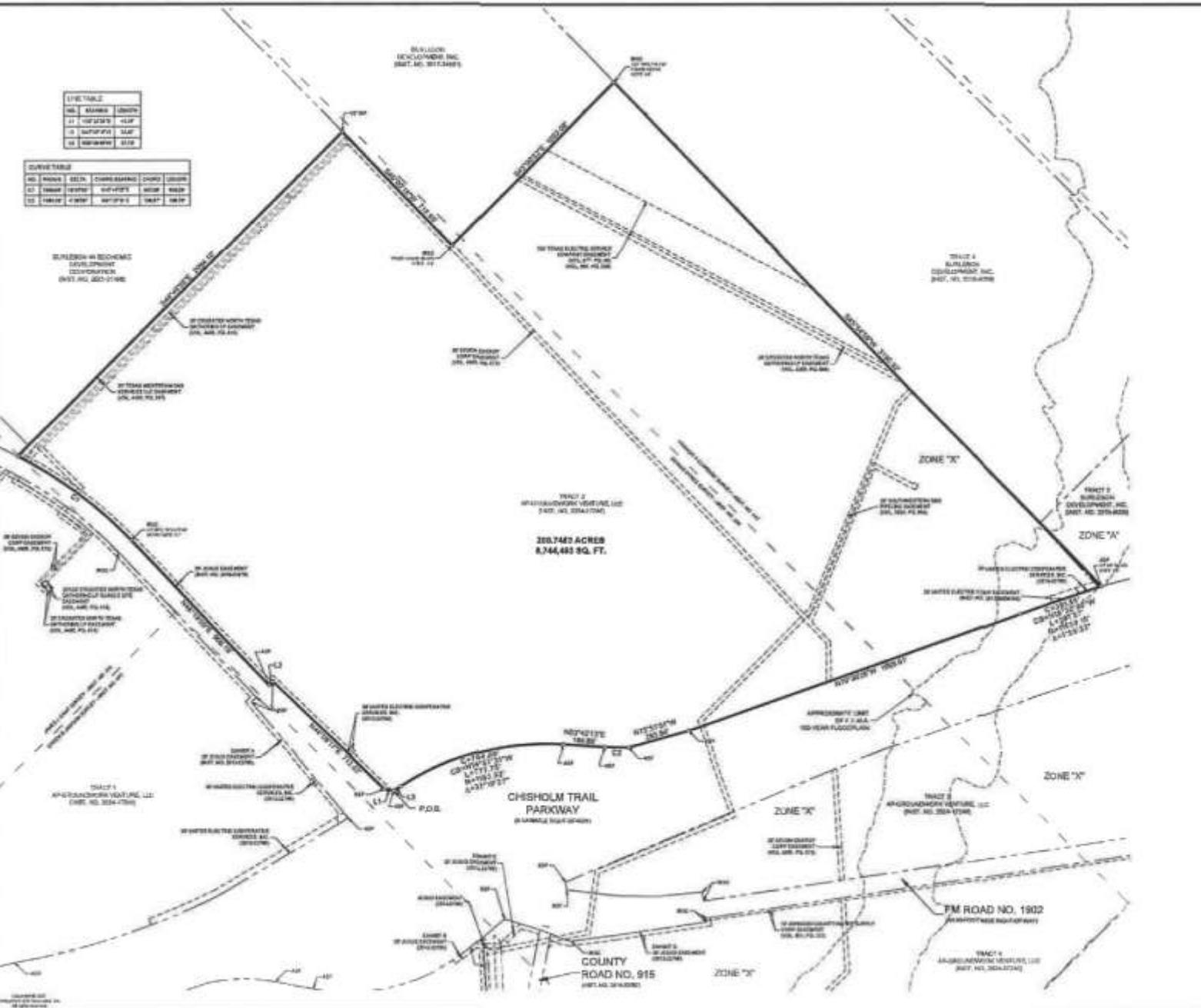
LINE TYPE LEGEND	
	EXISTING BOUNDARY
	PROPOSED BOUNDARY
	PROPERTY LINE
	ADJACENT PROPERTY
	ADJACENT TRACT
	ADJACENT ROAD
	ADJACENT WATERWAY
	ADJACENT FLOODPLAIN
	ADJACENT ZONE

SYMBOLS
 D = DISTANCE
 P.O. = POINT OF BEGINNING
 T.O.S. = POINT OF BEGINNING
 B.M. = BENCH MARK
 S.P. = SURVEY POINT
 S.P. = SURVEY POINT
 S.P. = SURVEY POINT
 S.P. = SURVEY POINT
 S.P. = SURVEY POINT

BOUNDARY EXHIBIT
TRACT 2
AP GROUNDWORK VENTURE, LLC
DENNIS DYKES SURVEY, LLC
ABSTRACT NO. 229
FRANCIS A CLARIDGE SURVEY,
ABSTRACT NO. 142
JOHNSON COUNTY, TEXAS

Kimley»Horn
 801 CHASE STREET, SUITE 110, BURLESON, TEXAS 75008
 TEL: 817.595.8811
 WWW.KIMLEYHORN.COM

DATE	DRAWN	CHECKED	DESIGNED	PROJECT	SHEET
11/11/2020	WES	WES	WES	AP GROUNDWORK VENTURE, LLC	1 OF 3



LINE TABLE	
NO. 1	BOUNDARY
NO. 2	BOUNDARY
NO. 3	BOUNDARY
NO. 4	BOUNDARY
NO. 5	BOUNDARY

CURVE TABLE	
NO. 1	BOUNDARY
NO. 2	BOUNDARY
NO. 3	BOUNDARY
NO. 4	BOUNDARY
NO. 5	BOUNDARY

Recommendation

- ☐ Staff recommends approval of the 2nd amendment to the interlocal agreement.


City Council Regular Meeting

DEPARTMENT: Finance
FROM: Mark Davies, Director of Finance
MEETING: May 18, 2026

SUBJECT:

Consider and take possible action to approve a resolution declaring intention to reimburse an amount not to exceed \$2,652,000 for certain capital expenditures with proceeds from debt; and placing time restrictions on the issuance of tax-exempt obligations. *(Staff Contact: Casey Davis, Fire Chief and Mark Davies, Director of Finance)*

STRATEGIC PRIORITY AND GOAL(S):

Strategic Priority	Strategic Goal
 <p>High Performing City Organization Providing Exceptional, People Focused Services</p>	<p>1.2 Continue to improve the efficiency and productivity of operations 1.3 Deliver high-quality service and communications to external and internal customers</p>

SUMMARY:

On September 8, 2025, the Council approved the final reading of the City’s FY 2025-2026 annual budget and capital improvement plan (CIP). The approved budget includes the City’s capital improvement plan. This reimbursement resolution will give the City the ability to begin the order process for four replacement ambulances which takes approximately 30 months for them to come on-line. The intent is to reimburse the cost incurred with proceeds from bonds to be issued at a future date.

After adoption of the reimbursement resolution, the debt is typically expected to be issued within 18 months of the later of (1) the date the expenditure was paid or (2) the date the related project is placed into service, but in no event more than three years after the original expenditure was incurred. These timelines are established under Treasury Regulation §1.150-2 and are intended to preserve the tax-exempt status of the future debt while providing municipalities flexibility to advance projects prior to permanent financing.

This resolution supports the planned replacement of four frontline ambulances placed in service in October 2023 and operating in a high-utilization, fire-based EMS system.

Based on current utilization trends, these units are projected to reach approximately six years of service by FY2029, with 129,000–160,000 miles and 9,300–12,300 engine hours. This exceeds recommended replacement benchmarks of five years or 150,000 miles. Additionally, the units will have greater than 8,000 hours of engine time. For context, one engine hour equates to roughly 30 miles of wear, further illustrating the accelerated lifecycle of these units.

Due to continuous EMS deployment and dual Fire/EMS use, these units experience above-average wear. The department is already observing early lifecycle issues with the Demers units, including suspension failures, increasing maintenance demands, and parts delays. Delaying replacement increases the risk of mechanical failure, reduces system reliability, and impacts both EMS response and fireground staffing.

The FY2028 CIP includes funding for ambulance and associated equipment replacement. With current ambulance build times at approximately 30 months, advance procurement is necessary to maintain the replacement schedule and avoid service gaps.

RECOMMENDATION:

Staff recommends approval of the resolution.

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

On September 2, 2025, the City Council held a public hearing and conducted the first reading of the City's FY 2025-2026 annual budget with the five-year Capital Improvement Plan (CIP).

On September 8, 2025, the City Council approved the second reading of the City's FY 2025-2026 annual budget with the five-year Capital Improvement Plan (CIP).

On September 8, 2025, the City Council approved a reimbursement resolution declaring the intention to reimburse an amount not to exceed \$82,500,000 for certain capital expenditures with proceeds from debt.

On September 8, 2025, the City Council approved a reimbursement resolution declaring the intention to reimburse an amount not to exceed \$16,500,000 for certain capital expenditures with proceeds from debt.

On October 20, 2025, the City Council approved a reimbursement resolution declaring the intention to reimburse an amount not to exceed \$6,750,000 for certain capital expenditures with proceeds from debt.

REFERENCE:

CSO#5910-09-2025

FISCAL IMPACT:

Proposed Expenditure not to exceed: \$2,652,000

STAFF CONTACT:

Mark Davies
Director of Finance
mdavies@burlesontx.com
817-426-9607



Ambulance Replacement Program & Reimbursement Resolution

CITY COUNCIL PRESENTATION

MAY 18, 2026

Planned Replacement

Demers In-service: Oct 2023

- CIP – Replace 4 Ambulances (FY2028 funding: \$2.652M)
- ~ 30 Month Lead Time
- Replacement Date Est.FY 2029 (~6 yrs)





Current Fleet Overview

- 3 full-time ambulances (24/7)
- 1 peak ambulance (8a–8p weekdays)
- 1 reserve ambulances
- All units staffed by **Firefighter/Paramedics**

Our ambulances function as dual-role Fire/EMS units, supporting EMS response and fireground operations.

Fleet Transition Plan

Building Capacity and Standardizing the Fleet

In October 2023, the department placed four Demers ambulances into service

- Utilized as 3 frontline units and 1 reserve

In FY2025, Council approved the purchase of two additional Horton ambulances

- Address proper reserve capacity
- Support implementation of a peak-time ambulance
- Provide increased space for fire-based EMS operations

Current Transition Plan:

- Place the two new Horton ambulances into service
 - First Horton has arrived and been placed into service.
 - The second Horton is expected by the end of May 2026.
- Continue utilizing existing Demers units within the fleet
- Replace all four Demers units with Horton ambulances through the CIP

Ambulance Mileage / Hours Projections

Staff is refining ambulance replacement criteria recommendations using both mileage and engine hours to better reflect true wear. Since idle time significantly impacts units, engine hours (~30 miles per hour) provide a more accurate, data-driven approach for future Council consideration.

Unit	Current Mileage	Projected Mileage FY 2029	Current Hours	Projected Hours FY 2029
FD15323	55,613	~134,500	4,417	~10,700
FD15023	62,014	~150,000	4,555	~11,000
FD15123	66,058	~159,800	5,103	~12,300
FD15223	53,541	~129,500	3,838	~9,300

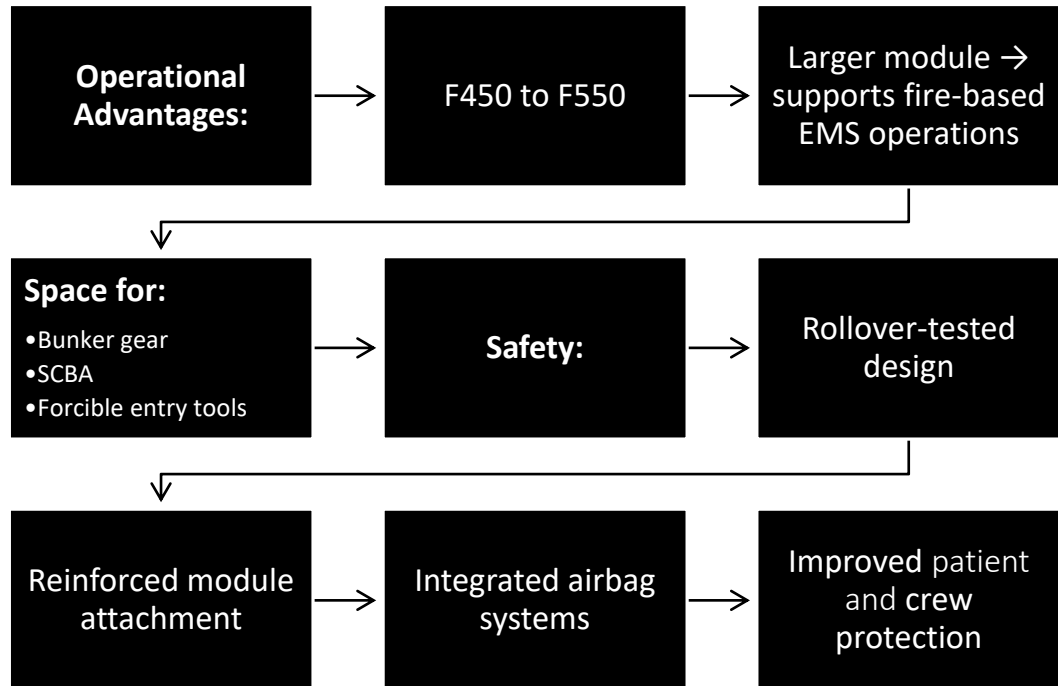
Risk of Delayed Replacement

Current Issues with Demers Units

- Increasing mechanical failures
- Downtime impacts system reliability
- Reserve units become frontline
- Suspension failures emerging
- Already replaced one suspension system
- Additional failures anticipated
- Parts delays (Canada sourcing)

Delaying replacement increases downtime, reduces reliability, and pushes reserve units into frontline service. With a 30-month lead time, acting now is critical to ensure replacements are in place before end-of-life issues escalate.

Why Horton Ambulances



Logistics:

- Built in USA
- Faster parts availability
- Reduced downtime

Financial:

- Planned remount capability (2 lifecycles)
- Standardizes our ambulance fleet



14 ft' Module - Demers vs. Horton

Captain Chiar Demers vs. Horton





Rollover Design - Demers vs. Horton



Seatbelt Safety - Demers vs. Horton



Airbags - Demers vs. Horton

Ambulance crash-related injuries

CDC Statistics

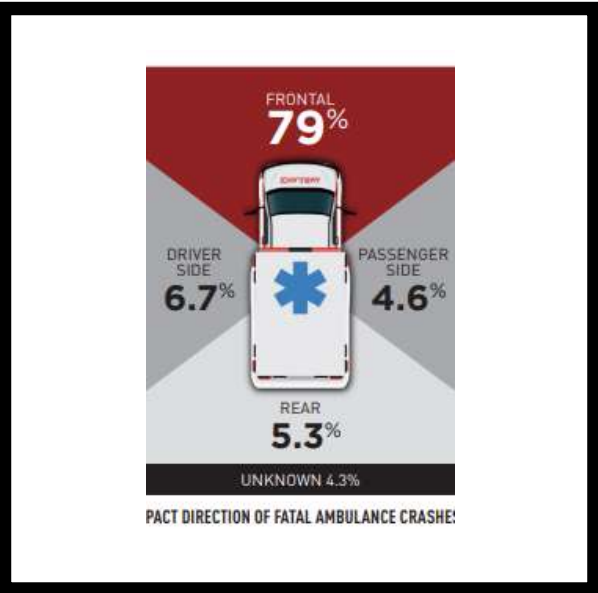
"Ambulance crashes are one of many hazards faced by U.S. emergency medical services (EMS) workers. EMS personnel have an estimated fatality rate of 12.7 deaths per 100,000 workers, **more than twice the national average.**"

Conclusions

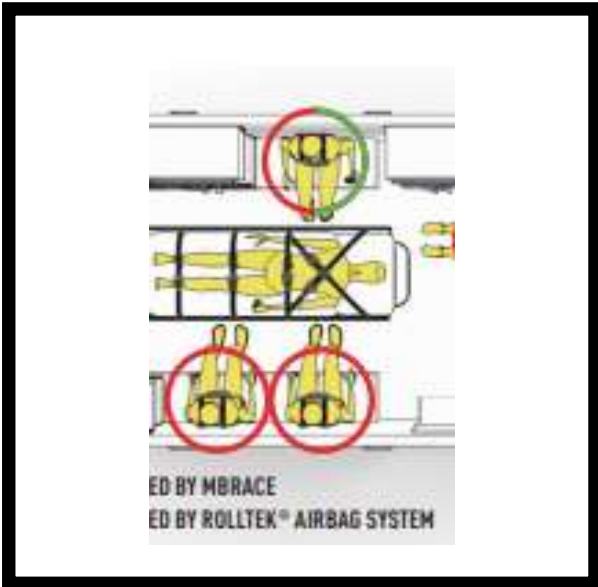
"Improved restraint systems are needed for the patient compartment that permit workers to stand and attend to the patient, yet still protect workers during sudden stops or avoidance maneuvers. Also, restraints should be used by all occupants, including the driver and front-seat passenger."

Bobick TG et al. (2003). Ambulance crash-related injuries among EMS workers..





Horton Safety





Patient Safety Power-Pro 2 Ambulance Cot

- Crash-tested system
- Requires full system: cot + Power-LOAD + X Restraints
- Multi-point restraints (shoulders, waist, legs) improve patient security
- Enhances patient and provider safety during transport and collisions

Ambulance Fleet Strategy – Remount Program

Recommendations for Moving Forward

- Transition to Horton platform
- Implement a planned remount program (2 per unit)
- 4–12 month delivery vs. ~30 months new
- Extend lifecycle while maintaining safety and reliability

Financial Advantage

New Ambulance: ~\$438K per unit

- Remount: ~\$300K per unit

Savings: ~\$130K per unit (~30%)

Total Savings (4 units): ~\$520K per cycle

Procurement Considerations

- Buyboard Contract #745-24
- Current build time: ~30 months
- CIP FY2028: \$2,652,000 (4 units + equipment)
- Planned replacement FY2029
- Lifecycle strategy
- Future remounts = cost savings



Horton F550 Ambulances (4)

Cost Estimate

Ambulances - (4) Four F550 Diesel Horton 603 Ambulances - Cost Estimate

DRIVE TRAIN AND BOX					
Line	Vendor	Description	Units	Unit Cost	Total
1	SERVS	Type I Ambulance w/Upfit package	4.0	\$ 437,729	\$ 1,750,916

EQUIPMENT FOR BOX					
Line	Vendor	Description	Units	Unit Cost	Total
1	Stryker	6507 POWER PRO 2, HIGH CONFIG	4.0	\$ 34,203	\$ 136,813
2	Stryker	KIT, ALVARIUM BATTERY, SERVICE	4.0	1,022	4,089
3	Stryker	ASSEMBLY, BATTERY CHARGER	4.0	1,462	5,850
4	Stryker	ASSEMBLY, POWER CORD, NORTH AM	4.0	34	136
5	Stryker	MTS POWER LOAD	4.0	31,471	125,886
6	Stryker	Stair-PRO Model 6252	4.0	4,505	18,019
7	Stryker	Removable Head Support	4.0	104	414
8	Stryker	14.1 POWERPRO-PROCARE	4.0	7,119	28,475
9	Stryker	14.2 POWERLOAD-PROCARE	4.0	10,404	41,616
10	Stryker	Shipping	4.0	1,698	6,792
11	Stryker	5% Inflation			16,785
				Sub Total	\$ 384,874

ZOLL CARDIAC MONITORS					
Line	Vendor	Description	Units	Unit Cost	Total
1	Zoll	Cardiac Monitors	4.0	\$ 65,426	\$ 261,703
2	Zoll	Service Agreement	4.0	15,574	62,297
3	Zoll	5% Inflation			14,774
				Sub Total	\$ 338,774

INSTALLATION - EQUIPMENT AND TECHNOLOGY					
Line	Vendor	Description	Units	Unit Cost	Total
1	Carter	Installation of Stryker Equipment	4.0	\$ 3,000	\$ 12,000
2	Carter	Installation of IT Equipment	4.0	3,000	12,000
3	Carter	5% Inflation			1,094
				Sub Total	\$ 25,094

TECHNOLOGY					
Line	Vendor	Description	Units	Unit Cost	Total
1	Knox	Key Defender Single Mkey Assembly	4.0	\$ 919	\$ 3,676
2	TBD	In Dash Radio with remote heads	4.0	8,122	32,489
3	TBD	RAM Charging Stations	4.0	403	1,610
4	BTX IT	IPad	4.0	3,000	12,000
5	Knox	Mounting - IPad	4.0	200	800
6	TBD	Magnetic Phone Charges	4.0	78	314
7	BTX IT	Mobile Radio and installation (MCA)	4.0	10,000	40,000
8	BTX IT	Cradle Point w/chargers and antenna	4.0	5,800	23,200
9	Safety Cloud	HAAS Alerting transponder/R2 indicator and service	4.0	1,200	4,800
10	Paradigm	Preemptive priority in vehicle unit	4.0	7,000	28,000
11	All	5% Inflation			5,202
				Sub Total	\$ 152,091

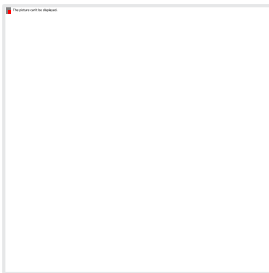
Total Cost \$ 2,651,750



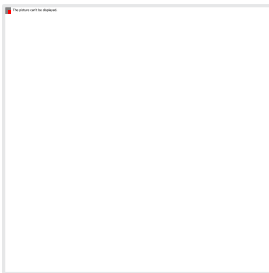
Staff Recommendations

- Standardize the fleet to Horton platform
- Implement a 2-remount lifecycle strategy
- Proceed with CIP FY 2029 purchase of 4 Horton ambulances
- Maintain a consistent replacement schedule
- Continue fleet standardization across all units
- Achieve long-term cost savings and operational sustainability

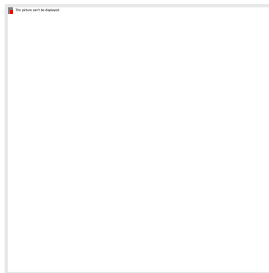
Reimbursement Resolution



Provides project funding prior to issuing the bonds not to exceed \$2,652,000



City anticipates issuing bonds during August 2028



The resolution is not an authorization to issue bonds

5-Year Capital Improvement Plan

Council approved the FY25/26 Budget and five-year capital improvement plan on September 8, 2025

Four Replacement Ambulances – Capital Equipment purchase planned for FY 2028 not to exceed \$2,652,000. Ordering of the ambulances needs to occur in a timely fashion to receive the ambulances by fiscal year 2029.

Questions & Comments

Requested Council Action

- Consider associated reimbursement resolution
- Proceed with planned CIP purchase of 4 Horton ambulances
- F550 4x4 Diesel Horton 603 Ambulances - \$437,529.00 each + Buyboard- Contract #745-24 @ \$800.00 = \$1,750,916.00 TOTAL
- Continue fleet standardization

RESOLUTION

A RESOLUTION DECLARING INTENTION TO REIMBURSE AN AMOUNT NOT TO EXCEED \$2,652,000 FOR CERTAIN CAPITAL EXPENDITURES WITH PROCEEDS FROM DEBT; AND PLACING TIME RESTRICTIONS ON THE ISSUANCE OF TAX-EXEMPT OBLIGATIONS.

WHEREAS, the City of Burleson, Texas (the “City”) is a home-rule municipality and political subdivision of the State of Texas; and

WHEREAS, the City expects to pay expenditures in connection with the design, planning, acquisition and construction of the projects described on **Exhibit A** hereto (collectively, the “Project”) prior to the issuance of tax-exempt obligations by the City in connection with the financing of the Project from available funds; and

WHEREAS, the City finds, considers, and declares that the reimbursement of the City for the payment 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 Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Project;

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

Section 1. The City reasonably expects it will incur debt, as one or more series of tax-exempt obligations, for the purpose of financing the Project with the reimbursements to the City for the payment of costs of the Project in an aggregate amount not to exceed \$2,652,000.

Section 2. All costs to be reimbursed pursuant hereto will be capital expenditures. No tax-exempt obligations will be issued by the City in furtherance of this Statement after a date which is later than eighteen (18) months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

Section 3. The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Statement more than three (3) years after the date any expenditure which is to be reimbursed is paid.

[Remainder of page left blank. Signature page to follow.]

PASSED AND APPROVED THIS 18TH DAY OF MAY, 2026.

Mayor
City of Burleson, Texas

ATTEST:

City Secretary

(Seal)

APPROVED AS TO FORM & LEGALITY:

City Attorney

EXHIBIT A

The project to be financed that is the subject of this Statement is the acquisition and equipping of four (4) ambulances for the City's fire department.


City Council Regular Meeting

DEPARTMENT: Burleson Fire/EMS
FROM: Casey Davis, Fire Chief
MEETING: May 18, 2026

SUBJECT:

Consider and take possible action on a contract with Professional Ambulance Sales & Service, dba SERVS for the purchase of (4) – F550 4x4 Diesel Horton 603 Ambulances in the amount of \$1,750,916.00. (Staff Contact: Casey Davis, Fire Chief and Mark Davies, Director of Finance)

STRATEGIC PRIORITY AND GOAL(S):

Strategic Priority	Strategic Goal
 <p>Beautiful, Safe, & Vibrant Community</p>	<p>3.3 Enhance emergency response services 3.4 Ensure public safety equipment and personnel needs are being met</p>

SUMMARY:

Staff requests Council consider and take possible action on a contract with Professional Ambulance Sales & Service (SERVS) for the purchase of four (4) F550 4x4 Diesel Horton 603 ambulances in the amount of \$1,750,916.00 through BuyBoard National Purchasing Cooperative Contract #745-24.

This purchase supports the planned replacement of four frontline ambulances placed in service in October 2023 and operating in a high-utilization, fire-based EMS system.

Based on current utilization trends, these units are projected to reach approximately six years of service by FY2029, with 129,000–160,000 miles and 9,300–12,300 engine hours. This exceeds recommended replacement benchmarks of five years or 150,000 miles. Additionally, the units will have greater than 8,000 hours of engine time. For context, one engine hour equates to roughly 30 miles of wear, further illustrating the accelerated lifecycle of these units.

Due to continuous EMS deployment and dual Fire/EMS use, these units experience above-average wear. The department is already observing early lifecycle issues with the Demers units, including suspension failures, increasing maintenance demands, and parts delays. Delaying replacement increases the risk of mechanical failure, reduces system reliability, and impacts both EMS response and fireground staffing.

The FY2028 CIP includes funding for ambulance and associated equipment replacement. With current ambulance build times at approximately 30 months, advance procurement is necessary to maintain the replacement schedule and avoid service gaps.

Based on current lead times, delivery of the new units is expected in late 2028 to early 2029. This places the replacement cycle approximately one year beyond the original five-year plan. Staff believes this timeline is appropriate, as it maximizes the use of the current fleet while ensuring replacement units are in service before more serious reliability becomes a significant concern.

Upon delivery of the new units, the department plans to work with Fleet to sell the existing Demers ambulances to capture remaining value at the appropriate point in their lifecycle.

As part of this transition, staff recommends moving to Horton ambulances to support fleet standardization, improved durability, enhanced safety features, and domestic manufacturing advantages. Additionally, staff recommends implementing a lifecycle strategy that includes remounting each unit at least twice. This approach is expected to reduce future replacement costs by approximately 30% per remount compared to purchasing new units, while maintaining operational reliability and safety.

This purchase is being made through BuyBoard Contract No. 745-24 in accordance with Texas Local Government Code Chapter 271, Subchapter F. Cooperative purchasing contracts are competitively solicited on behalf of multiple governmental entities, allowing the City to leverage volume pricing and improve procurement efficiency. Additionally, staff benchmarked the proposed pricing against recent ambulance purchases by peer agencies, including the Cities of Cleburne, Crowley, and Mansfield, for similarly sized and equipped units. Based on this comparison, staff determined that the proposed pricing is consistent with current market conditions and represents a competitive value to the City.

Staff recommends moving forward with the procurement of 4 Horton ambulances within the CIP.

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

Presented to Public Safety & Court Committee 4-8-2026

REFERENCE:

Insert CSO# if applicable
Insert resolution or ordinance change

FISCAL IMPACT:

Proposed Expenditure: \$1,750,916.00

Account Number(s):

Fund: CIP

Account Description:

Procurement Method: BuyBoard National Purchasing Cooperative Contract #745-24.

STAFF CONTACT

Casey Davis
Fire Chief
cdavis@burlesontx.com
817-426-9173

Mark Davies
Finance Director
mdavies@burlesontx.com
817-426-9607



Ambulance Replacement Program & Reimbursement Resolution

CITY COUNCIL PRESENTATION

MAY 18, 2026

Planned Replacement

Demers In-service: Oct 2023

- CIP – Replace 4 Ambulances (FY2028 funding: \$2.652M)
- ~ 30 Month Lead Time
- Replacement Date Est.FY 2029 (~6 yrs)





Current Fleet Overview

- 3 full-time ambulances (24/7)
- 1 peak ambulance (8a–8p weekdays)
- 1 reserve ambulances
- All units staffed by **Firefighter/Paramedics**

Our ambulances function as dual-role Fire/EMS units, supporting EMS response and fireground operations.

Fleet Transition Plan

Building Capacity and Standardizing the Fleet

In October 2023, the department placed four Demers ambulances into service

- Utilized as 3 frontline units and 1 reserve

In FY2025, Council approved the purchase of two additional Horton ambulances

- Address proper reserve capacity
- Support implementation of a peak-time ambulance
- Provide increased space for fire-based EMS operations

Current Transition Plan:

- Place the two new Horton ambulances into service
 - First Horton has arrived and been placed into service.
 - The second Horton is expected by the end of May 2026.
- Continue utilizing existing Demers units within the fleet
- Replace all four Demers units with Horton ambulances through the CIP

Ambulance Mileage / Hours Projections

Staff is refining ambulance replacement criteria recommendations using both mileage and engine hours to better reflect true wear. Since idle time significantly impacts units, engine hours (~30 miles per hour) provide a more accurate, data-driven approach for future Council consideration.

Unit	Current Mileage	Projected Mileage FY 2029	Current Hours	Projected Hours FY 2029
FD15323	55,613	~134,500	4,417	~10,700
FD15023	62,014	~150,000	4,555	~11,000
FD15123	66,058	~159,800	5,103	~12,300
FD15223	53,541	~129,500	3,838	~9,300

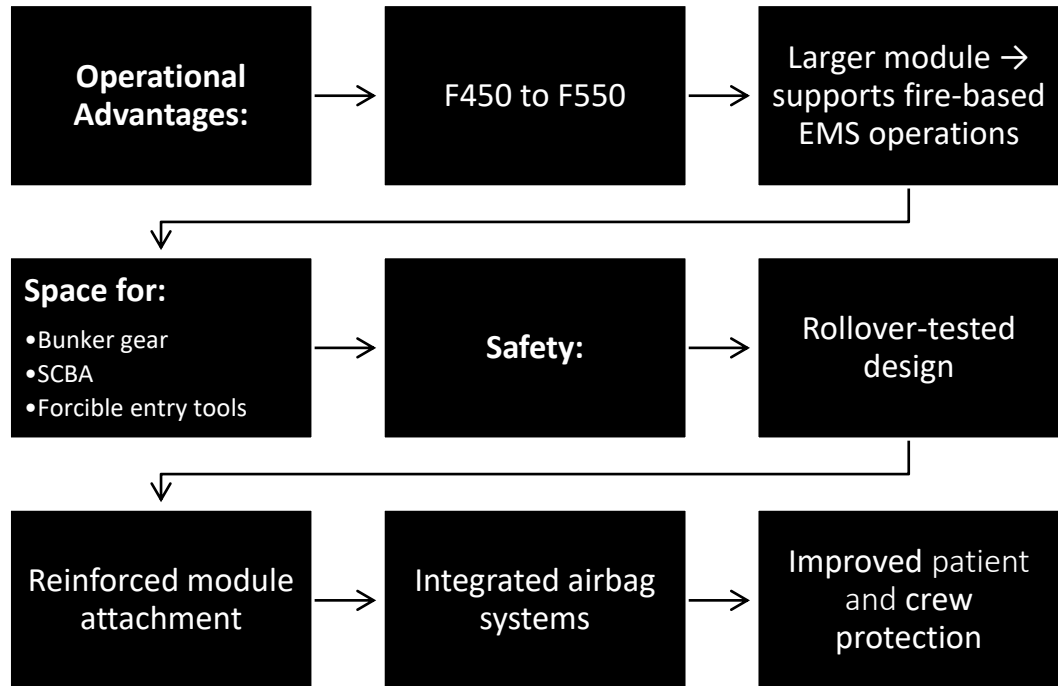
Risk of Delayed Replacement

Current Issues with Demers Units

- Increasing mechanical failures
- Downtime impacts system reliability
- Reserve units become frontline
- Suspension failures emerging
- Already replaced one suspension system
- Additional failures anticipated
- Parts delays (Canada sourcing)

Delaying replacement increases downtime, reduces reliability, and pushes reserve units into frontline service. With a 30-month lead time, acting now is critical to ensure replacements are in place before end-of-life issues escalate.

Why Horton Ambulances



Logistics:

- Built in USA
- Faster parts availability
- Reduced downtime

Financial:

- Planned remount capability (2 lifecycles)
- Standardizes our ambulance fleet



14 ft' Module - Demers vs. Horton

Captain Chiar Demers vs. Horton





Rollover Design - Demers vs. Horton



Seatbelt Safety - Demers vs. Horton



Airbags - Demers vs. Horton

Ambulance crash-related injuries

CDC Statistics

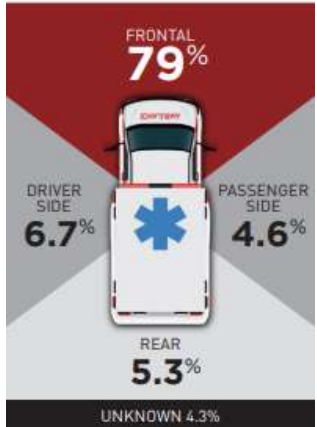
"Ambulance crashes are one of many hazards faced by U.S. emergency medical services (EMS) workers. EMS personnel have an estimated fatality rate of 12.7 deaths per 100,000 workers, **more than twice the national average.**"

Conclusions

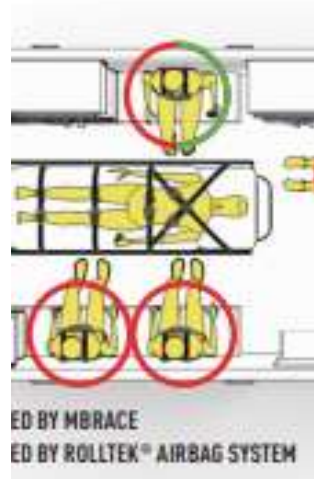
"Improved restraint systems are needed for the patient compartment that permit workers to stand and attend to the patient, yet still protect workers during sudden stops or avoidance maneuvers. Also, restraints should be used by all occupants, including the driver and front-seat passenger."

Bobick TG et al. (2003). Ambulance crash-related injuries among EMS workers..





Horton Safety





Patient Safety Power-Pro 2 Ambulance Cot

- Crash-tested system
- Requires full system: cot + Power-LOAD + X Restraints
- Multi-point restraints (shoulders, waist, legs) improve patient security
- Enhances patient and provider safety during transport and collisions

Ambulance Fleet Strategy – Remount Program

Recommendations for Moving Forward

- Transition to Horton platform
- Implement a planned remount program (2 per unit)
- 4–12 month delivery vs. ~30 months new
- Extend lifecycle while maintaining safety and reliability

Financial Advantage

New Ambulance: ~\$438K per unit

- Remount: ~\$300K per unit

Savings: ~\$130K per unit (~30%)

Total Savings (4 units): ~\$520K per cycle

Procurement Considerations

- Buyboard Contract #745-24
- Current build time: ~30 months
- CIP FY2028: \$2,652,000 (4 units + equipment)
- Planned replacement FY2029
- Lifecycle strategy
- Future remounts = cost savings



Horton F550 Ambulances (4)

Cost Estimate

Ambulances - (4) Four F550 Diesel Horton 603 Ambulances - Cost Estimate

DRIVE TRAIN AND BOX					
Line	Vendor	Description	Units	Unit Cost	Total
1	SERVS	Type I Ambulance w/Upfit package	4.0	\$ 437,729	\$ 1,750,916

EQUIPMENT FOR BOX					
Line	Vendor	Description	Units	Unit Cost	Total
1	Stryker	6507 POWER PRO 2, HIGH CONFIG	4.0	\$ 34,203	\$ 136,813
2	Stryker	KIT, ALVARIUM BATTERY, SERVICE	4.0	1,022	4,089
3	Stryker	ASSEMBLY, BATTERY CHARGER	4.0	1,462	5,850
4	Stryker	ASSEMBLY, POWER CORD, NORTH AM	4.0	34	136
5	Stryker	MTS POWER LOAD	4.0	31,471	125,886
6	Stryker	Stair-PRO Model 6252	4.0	4,505	18,019
7	Stryker	Removable Head Support	4.0	104	414
8	Stryker	14.1 POWERPRO-PROCARE	4.0	7,119	28,475
9	Stryker	14.2 POWERLOAD-PROCARE	4.0	10,404	41,616
10	Stryker	Shipping	4.0	1,698	6,792
11	Stryker	5% Inflation			16,785
Sub Total					\$ 384,874

ZOLL CARDIAC MONITORS					
Line	Vendor	Description	Units	Unit Cost	Total
1	Zoll	Cardiac Monitors	4.0	\$ 65,426	\$ 261,703
2	Zoll	Service Agreement	4.0	15,574	62,297
3	Zoll	5% Inflation			14,774
Sub Total					\$ 338,774

INSTALLATION - EQUIPMENT AND TECHNOLOGY					
Line	Vendor	Description	Units	Unit Cost	Total
1	Carter	Installation of Stryker Equipment	4.0	\$ 3,000	\$ 12,000
2	Carter	Installation of IT Equipment	4.0	3,000	12,000
3	Carter	5% Inflation			1,094
Sub Total					\$ 25,094

TECHNOLOGY					
Line	Vendor	Description	Units	Unit Cost	Total
1	Knox	Key Defender Single Mkey Assembly	4.0	\$ 919	\$ 3,676
2	TBD	In Dash Radio with remote heads	4.0	8,122	32,489
3	TBD	RAM Charging Stations	4.0	403	1,610
4	BTX IT	iPad	4.0	3,000	12,000
5	Knox	Mounting - iPad	4.0	200	800
6	TBD	Magnetic Phone Charges	4.0	78	314
7	BTX IT	Mobile Radio and installation (MCA)	4.0	10,000	40,000
8	BTX IT	Cradle Point w/chargers and antenna	4.0	5,800	23,200
9	Safety Cloud	HAAS Alerting transponder/R2 indicator and service	4.0	1,200	4,800
10	Paradigm	Preemptive priority in vehicle unit	4.0	7,000	28,000
11	All	5% Inflation			5,202
Sub Total					\$ 152,091

Total Cost \$ 2,651,750



Staff Recommendations

- Standardize the fleet to Horton platform
- Implement a 2-remount lifecycle strategy
- Proceed with CIP FY 2029 purchase of 4 Horton ambulances
- Maintain a consistent replacement schedule
- Continue fleet standardization across all units
- Achieve long-term cost savings and operational sustainability

Reimbursement Resolution



Provides project funding prior to issuing the bonds not to exceed \$2,652,000



City anticipates issuing bonds during August 2028



The resolution is not an authorization to issue bonds

5-Year Capital Improvement Plan

Council approved the FY25/26 Budget and five-year capital improvement plan on September 8, 2025

Four Replacement Ambulances – Capital Equipment purchase planned for FY 2028 not to exceed \$2,652,000. Ordering of the ambulances needs to occur in a timely fashion to receive the ambulances by fiscal year 2029.

Questions & Comments

Requested Council Action

- Consider associated reimbursement resolution
- Proceed with planned CIP purchase of 4 Horton ambulances
- F550 4x4 Diesel Horton 603 Ambulances - \$437,529.00 each + Buyboard- Contract #745-24 @ \$800.00 = \$1,750,916.00 TOTAL
- Continue fleet standardization


City Council Regular Meeting

DEPARTMENT: Police Department
FROM: Billy Cordell, Police Chief
MEETING: May 18, 2026

SUBJECT:

Hold a public hearing and consider an ordinance amending Chapter 54 Article VIII Regulation of Sex Offender Residency, Sections 54-151 and 54-154, modifying the required distance from 1,000 feet to 2,000 feet for child safety zones. (First Reading) (*Staff Contact: Chaz Garrett, Criminal Investigations Lieutenant*)

STRATEGIC PRIORITY AND GOAL(S):

Strategic Priority	Strategic Goal
 <p>Beautiful, Safe, & Vibrant Community</p>	<p>3.1 Encourage a clean and healthy community 3.5 Continue community policing and risk reduction programs</p>

SUMMARY:

The current City Ordinance establishes a 1000-foot safety zone that prohibits certain registered sex offenders from residing within a defined premise where children commonly gather. We are seeking counsel’s consideration to amend the current ordinance from 1000 feet to 2000 feet. With other neighboring jurisdictions adopting a 2000 feet safety zone, we are concerned that the City of Burleson may become a hot spot.

RECOMMENDATION:

Staff recommends approval.

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

On February 18, 2013, the City Council approved Ordinance No. B-803-13, which, among other things, prohibited certain sex offenders from residing within 1,000 feet of certain premises where children commonly gather. The ordinance is codified in Article VIII “Regulation of Sex Offender

Residency” of Chapter 54 “Miscellaneous Offenses” of the Code of Ordinances, City of Burleson, Texas.

REFERENCE:

Ordinance No. B-803-13.

FISCAL IMPACT:

n/a

STAFF CONTACT:

Billy J. Cordell
Chief of Police
bcordell@burlesontx.com
817-426-9913



Burleson Police Department

Child Safety Zones

Chief Billy J. Cordell

Registered Sex Offenders in Burleson

Texas Sex Offender Classifications

Low Risk: *Low threat to the community, considered unlikely to engage in further criminal sexual conduct.*

Moderate Risk: *Moderate danger, with a moderate likelihood of re-offending. Often involved multiple victims or, in some contexts, repeated minor sexual acts.*

High Risk: *Significant threat to the community, with a high likelihood of committing future sexual acts.*

- **35 Registered Sex Offenders within Burleson**
 - Only 2 had adult victims, the other 33 had child victims and qualify for the safety zone ordinance
 - Of the 35, 2 are incarcerated and 2 have absconded

Sex Offenders are classified into three tiers based on their likelihood of re-offending and threat to the community

- 9 Low Risk
- 11 Moderate Risk
 - 1 absconded and 1 incarcerated
- 15 with no reported risk level by the state
 - 1 absconded and 1 incarcerated

The Process of Registering Sex Offenders In Burleson

1. When a registered sex offender decides to move to Burleson, they are required to register with Criminal Investigations and verify the address they wish to reside does not fall into a child safety zone.
2. Once they move to the address, they have 7 days to notify BPD where they are residing and get a registration appointment with Criminal Investigations.
3. During their appointment they are registered in Burleson Records, as well as the State Records.
4. Depending on the requirements outlined in their release from incarceration, they will need to return to the police department for additional registration appointments either quarterly or annually.

Surrounding City Child Safety Zones

1000 FOOT SAFETY ZONES

- Burleson (est. 2013)
- Crowley (est. 2009)
- Joshua (est. 2014)
- Alvarado (est. 2023)
- Mansfield (est. 2025)

2000 FOOT SAFETY ZONES

- Fort Worth* (est. 2026)
- Cleburne (est. 2011)
- Keene (est.2017)

*Fort Worth enacted their city ordinance for child safety zones with a 2000 foot safety zone in February 2026. Since that date, approximately 10 Registered Sex Offenders have called Burleson PD inquiring about relocating from Fort Worth to the City of Burleson.

Child Safety Zone

- Child Care Facility
- Day Care Center
- Community Swimming Pool (public or private)
- Playground
- Video Arcade Facility
- Youth Center
- School
- Park
 - Public or private land designated and used for the public as a park, recreation area, or wildlife refuge.

“Any defined premise where children commonly gather, including a playground, school, daycare center, video arcade facility, public or private youth center, park, or community swimming pool.”

Clarifications

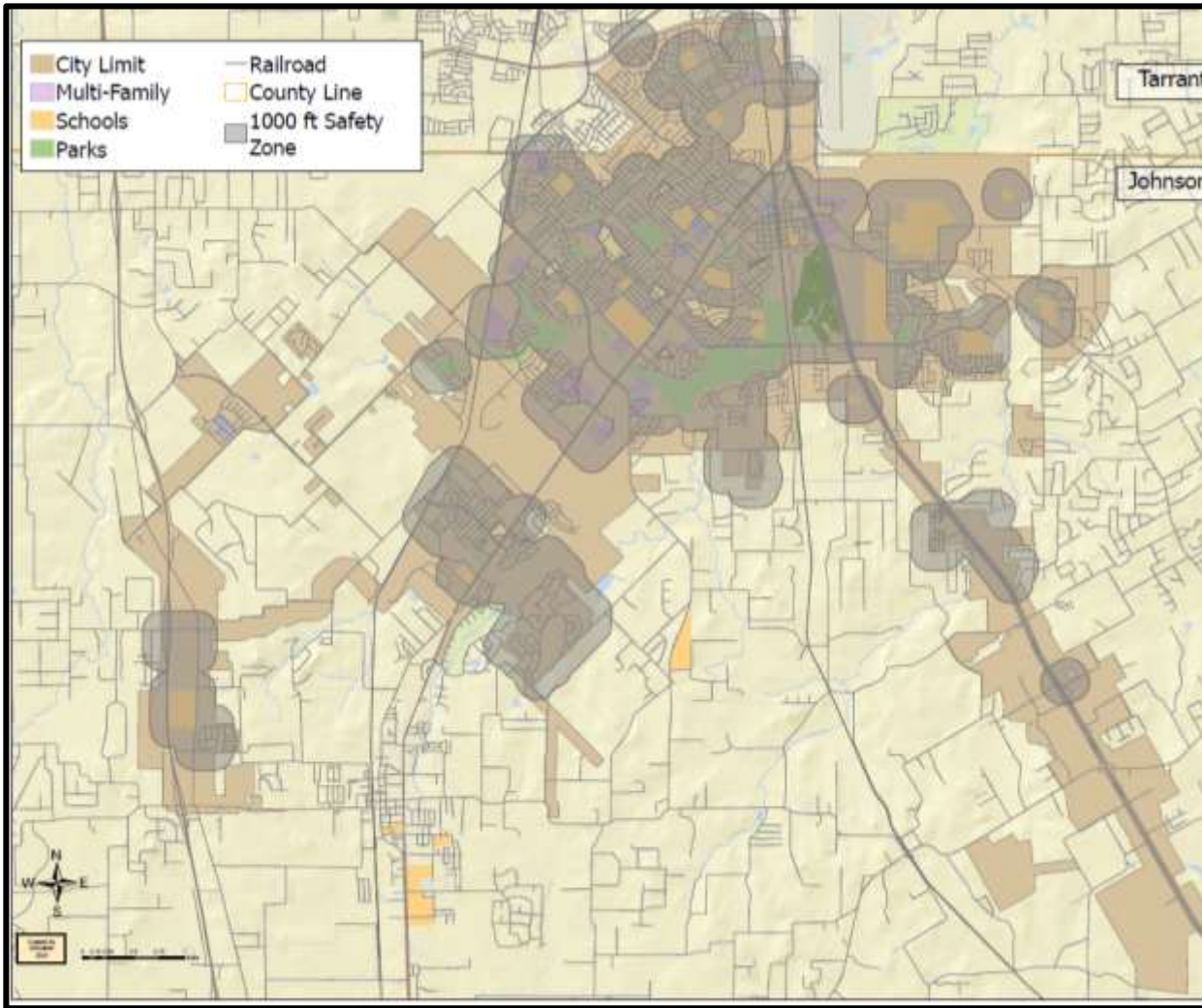
Child Safety Zones only apply to sex offenders whose victim was under 17 years of age at the time of the offense.

If an offender is already living within the safety zone prior to their offense or prior to that area becoming a safety zone, they are given a preexisting exemption from the safety zone and cannot be forced to move.

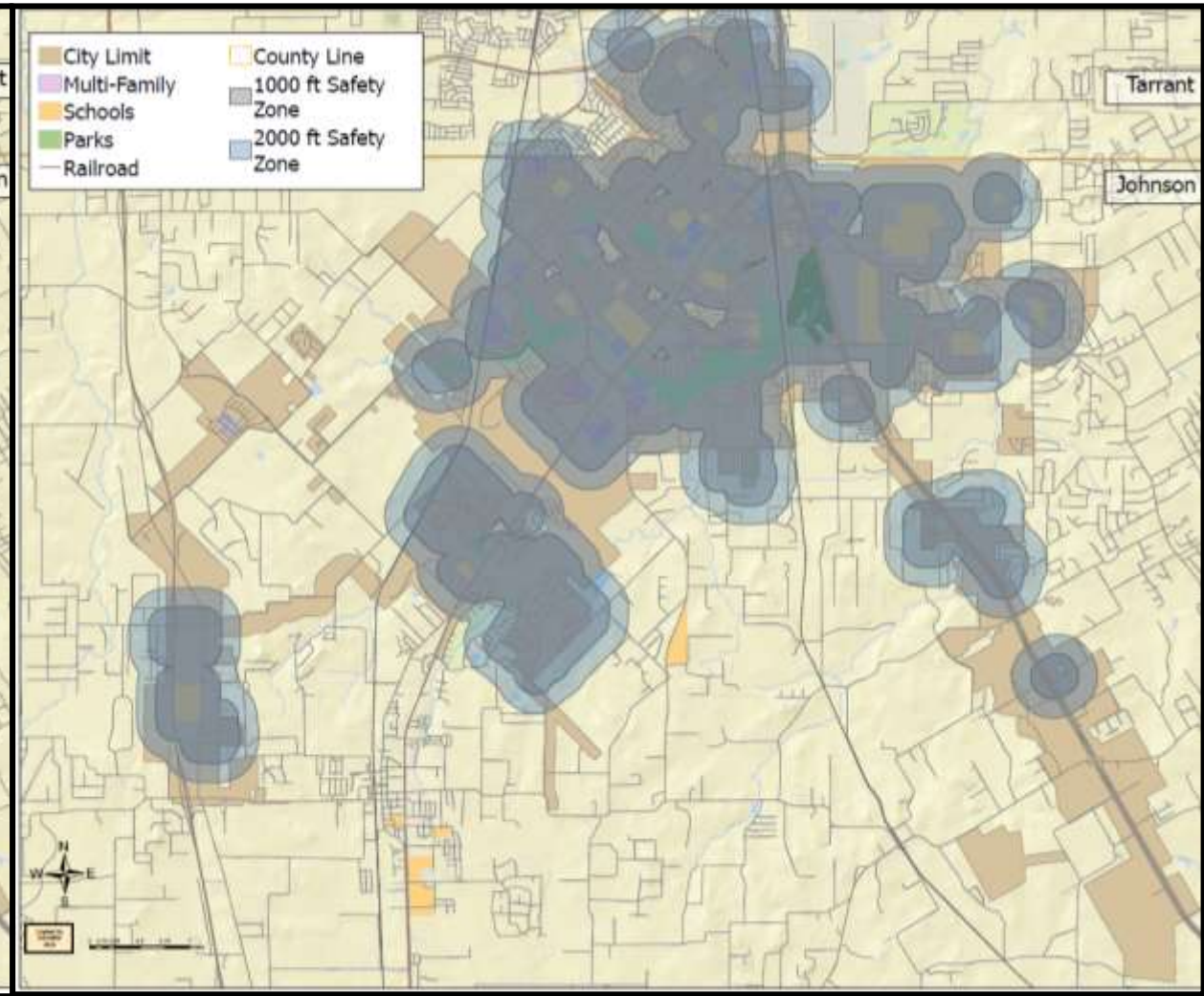
The safety zone extends from the qualifying parcel property line, not from the building/structure footprint.

There is no Texas Legislation prohibiting the expansion of the 1000 foot safety zone in Burleson.

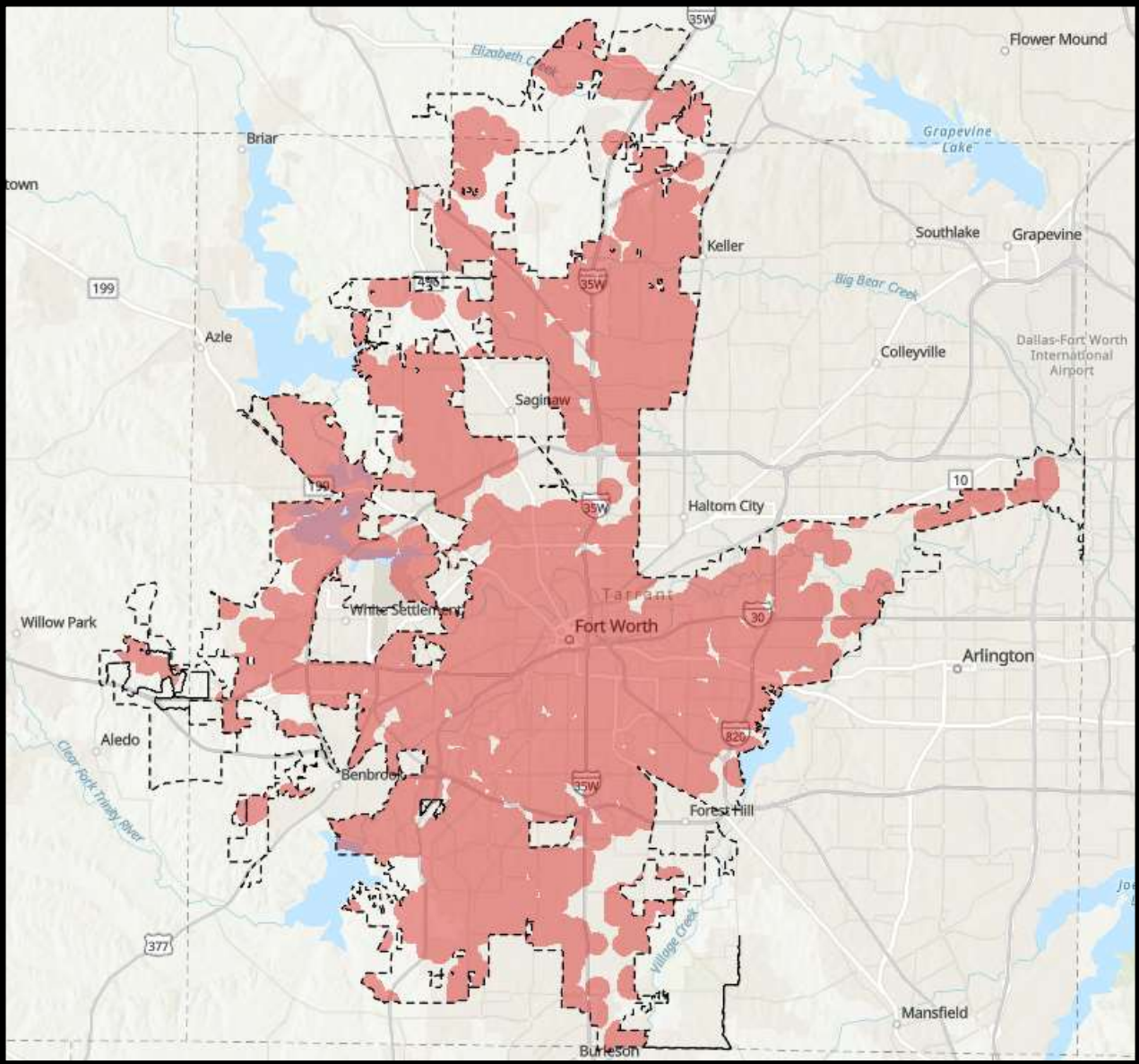
1000 Foot Safety Zone



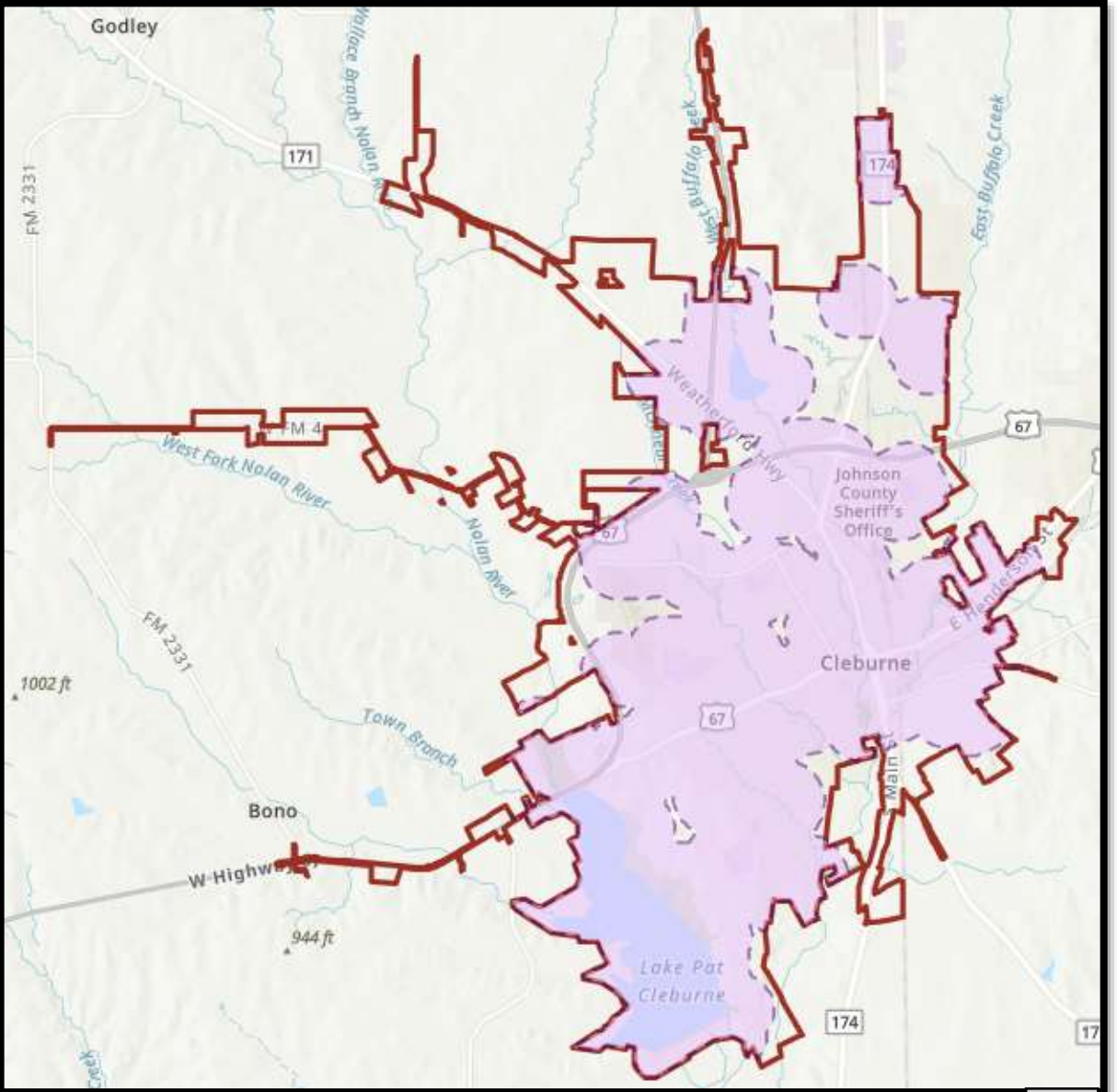
2000 Foot Safety Zone



Fort Worth



Cleburne



Action Requested

Consider and take possible action to amend Burleson Ordinance Number B-803-13 to increase the Child Safety Zone from 1,000 feet to 2,000 feet.

Questions / Comments

ORDINANCE

AN ORDINANCE OF THE CITY OF BURLESON, TEXAS, AMENDING THE CODE OF ORDINANCES, CITY OF BURLESON, TEXAS, AS AMENDED, BY AMENDING SECTION 54-151 “OFFENSES” OF ARTICLE VIII “REGULATION OF SEX OFFENDER RESIDENCY” OF CHAPTER 54 “MISCELLANEOUS OFFENSES” TO PROHIBIT CERTAIN SEX OFFENDERS FROM RESIDING WITHIN 2,000 FEET OF CERTAIN PREMISES WHERE CHILDREN COMMONLY GATHER; AMENDING THE CODE OF ORDINANCES, CITY OF BURLESON, TEXAS, AS AMENDED, BY AMENDING SECTION 54-154 “AFFIRMATIVE DEFENSES” OF ARTICLE VIII “REGULATION OF SEX OFFENDER RESIDENCY” OF CHAPTER 54 “MISCELLANEOUS OFFENSES” TO ALLOW AN AFFIRMATIVE DEFENSE FOR CERTAIN SEX OFFENDERS RESIDING WITHIN 2,000 FEET OF CERTAIN PREMISES WHERE CHILDREN COMMONLY GATHER IF THE PREMISES WAS ESTABLISHED AFTER THE RESIDENCY WAS LAWFULLY ESTABLISHED; INCORPORATING THE RECITALS INTO THE BODY OF THE ORDINANCE; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL PRIOR ORDINANCES AND REPEALING CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER OF THE CITY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City passed Ordinance No. B-803-13 on February 18, 2013, providing for the regulation of sex offender residency, codified in Article VIII “Regulation of Sex Offender Residency” of Chapter 54 “Miscellaneous Offenses” of the Code of Ordinances, City of Burleson, Texas, as amended; and

WHEREAS, the City seeks to protect the health, safety, and welfare of its citizens by amending Article VIII “Regulation of Sex Offender Residency” of Chapter 54 “Miscellaneous Offenses” of the Code of Ordinances, City of Burleson, Texas, as amended, as provided herein; and

WHEREAS, the City has the authority pursuant to its police powers as a home rule municipal corporation to adopt and enforce ordinances and regulations to protect the health, safety, and welfare of the public; and

WHEREAS, the City Council finds that protecting children from sexual abuse and predatory behavior is a legitimate and compelling governmental interest; and

WHEREAS, pursuant to Chapter 62 of the Texas Code of Criminal Procedure, the Texas Legislature has established a system of registration for persons convicted of certain sexual offenses, including individuals convicted of sexual offenses against children; and

WHEREAS, persons required to register as a sex offender under Chapter 62 of the Texas Code of Criminal Procedure for offenses against children present a high risk of recidivism and a particular danger to children; and

WHEREAS, the City Council desires to reduce opportunities for contact between registered sex offenders and children by restricting where such offenders may reside in relation to areas where children commonly gather within City limits; and

WHEREAS, the City Council finds that establishing child safety zones at 2,000 feet around areas where children commonly gather will serve to protect children and promote the public safety and welfare;

WHEREAS, the City Council finds that this ordinance is not intended to impose additional punishment on those required to register as sex offenders but to serve the civil and regulatory purposes of protecting children and preventing future victimization; and

WHEREAS, the City Council finds that establishing child safety zones at 2,000 feet around areas where children commonly gather will not completely prohibit registered sex offenders from residing within the City of Burleson; and

WHEREAS, the City Council, prior to the adoption of this ordinance, held a public hearing on the ordinance on May 18, 2026, and considered the public testimony, Police Department recommendations, and relevant research regarding offender proximity and risk reduction; and

WHEREAS, the City Council has determined that the restrictions imposed by this ordinance are rationally related to legitimate public safety objectives and do not violate the constitutional rights of affected individuals; and

WHEREAS, the City Council finds this ordinance to be reasonable and necessary to protect the health, safety, and welfare of the public;

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

Section 1.

Section 54-151, "Offenses," of Article VIII, "Regulation of Sex Offender Residency," of Chapter 54, "Miscellaneous Offenses," of the Code of Ordinances, City of Burleson, Texas, as amended, is hereby amended by altering the text of subsection (a) to read as follows:

§ 54-151 Offenses.

“(a) For each person required to register as a sex offender pursuant to Chapter 62, Code of Criminal Procedure, on the Texas Department of Public Safety's Sex Offender Database (the "database") because of a reportable conviction or adjudication involving a victim younger than 17 years of age, it is unlawful for that person to establish a permanent residence or temporary residence within 2,000 feet of any defined premises where children commonly gather, including a playground, school, day care center, video arcade facility, public or private youth center, park, or community swimming pool, as those terms are defined in V.T.C.A., Health and Safety Code § 481.134 or as defined above.”

...

Section 2.

Section 54-154, “Affirmative Defenses,” of Article VIII, “Regulation of Sex Offender Residency,” of Chapter 54, “Miscellaneous Offenses,” of the Code of Ordinances, City of Burleson, Texas, as amended, is hereby amended by altering the text of subsection (4) to read as follows:

§ 54-154 Affirmative Defenses.

...

“(4) The premises where children commonly gather within 2,000 feet of the permanent or temporary residence of the person required to register on the database was opened after the person established the permanent or temporary residence and complied with all sex offender registration laws of the State of Texas.”

...

Section 3.

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 4.

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

Section 5.

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

Section 6.

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable and if any phrase, clauses, 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 its ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section.

Section 7.

Any person, firm, or corporation who violates, disobeys, omits, neglects, or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be fined not more than Five Hundred Dollars (\$500.00) for each offense in accordance with Section 1-14 of the Code of Ordinances, City of Burleson, Texas. Each day that a violation exists shall constitute a separate offense.

Section 8.

All rights and remedies of the City of Burleson, Texas, are expressly saved as to any and all violations of the provisions of the Code of Ordinances, City of Burleson, Texas, or any other ordinances of the City, that have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance, but may be prosecuted until final disposition by the courts.

Section 9.

The City Secretary of the City is hereby directed to publish the caption and penalty clause of this ordinance as required by Section 36 of the City's home rule Charter.

Section 10.

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED this _____ day of _____, 20_____.

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

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

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney

City Council Regular Meeting

DEPARTMENT: Finance


FROM: Mark Davies, Director of Finance

MEETING: May 18, 2026

SUBJECT:

Consider and take possible action on an ordinance amending the City operating budget (CSO#5910-09-2025) for Fiscal Year 2025-2026 by increasing appropriations in the General Fund in the amount of \$438,130, by increasing appropriations in the IT Support Services Fund \$94,539, by increasing appropriations in the Governmental Equipment Replacement Fund \$175,209, by increasing appropriations in the Proprietary Equipment Replacement Fund \$175,208; and finding time is of the essence. (First and Final Reading) *(Staff Contact: Mark Davies, Director of Finance)*

STRATEGIC PRIORITY AND GOAL(S):

Strategic Priority	Strategic Goal
 <p>High Performing City Organization Providing Exceptional, People Focused Services</p>	<p>1.4 Be a responsible steward of the city's financial resources by providing rates and fees that represent a strong value to our citizens; providing timely, accurate and transparent financial reporting; and utilizing long-range planning.</p>

SUMMARY:

Amending the City budget for the Fiscal Year 2025-2026 to reappropriate FY 2024 - 2025 funding for the initial scope of the Stormwater Fee Study contract with Freese & Nichols, (\$52,252) reappropriating FY 2024 - 2025 funding to accommodate a contract with McDonald Municipal & Industrial for the purchase and replacement of two standby generators, one at City Hall (\$175,209) and one at the Municipal Service Center (\$175,208). This amendment is also for the flooding at City Hall, for mitigation, rebuild, furniture, (\$438,130) and server relocation (\$94,539). The City is a member of the Texas Municipal League Intergovernmental Risk Pool (TMLIRP) which provides

coverage for unforeseen events like the flood at City Hall. Funding (\$440,492) is being provided through TMLIRP to offset the flood costs.

RECOMMENDATION:

Approve the ordinance amending the City budget for Fiscal Year 2025-2026 by increasing anticipated revenues and appropriations in various funds.

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

On August 18, 2025, the 4B Board approved the budget and Capital Improvement Plan.

On September 2, 2025, the City Council held a public hearing and conducted the first reading of the City's FY 2025-2026 annual budget with the five-year Capital Improvement Plan (CIP).

On September 8, 2025, the City Council approved the second reading of the City's FY 2025-2026 annual budget with the five-year Capital Improvement Plan (CIP).

On October 20, 2025, the City Council approved a budget amendment.

On December 15, 2025, the City Council approved an amendment to the annual operating budget to accommodate encumbrance rollovers from FY 2024-2025.

On February 16, 2026, the City Council approved an amendment to the annual operating budget to accommodate operating and capital needs.

On March 23, 2026, the City Council approved an amendment to the annual operating budget to accommodate operating and capital needs.

On April 20, 2026, the City Council approved an amendment to the annual operating budget to accommodate operating and capital needs.

REFERENCE:

CSO#5910-09-2025

FISCAL IMPACT:

Fund	Proposed Revenues	Proposed Expenditures
General Fund	345,953	438,130
IT Support Services Fund	94,539	94,539
ERF Governmental	-	175,209
ERF Proprietary	-	175,208
Total Impact	440,492	883,086

STAFF CONTACT:

Mark Davies
 Director of Finance
mdavies@burlesontx.com
 817-426-9206

Fiscal Year 2025-2026 Mid-Year Budget Amendment

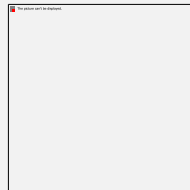
PRESENTED TO THE COUNCIL ON

MAY 18, 2026

Overview



Total Fiscal Impact of the Budget Amendment



Purpose of the Budget Amendment by Fund



Fiscal Impact of the Budget Amendment by Fund

Fiscal Impact of the Budget Amendment

Fund	Proposed Revenues	Proposed Expenditures
General Fund	345,953	438,130
IT Support Services Fund	94,539	94,539
ERF Governmental	-	175,209
ERF Proprietary	-	175,208
Total Impact	440,492	883,086

General Fund

Amending the City budget for the Fiscal Year 2025-2026 to reappropriate FY 2025 funding for the initial scope of the Stormwater Fee Study contract with Freese & Nichols - \$52,252, and to amend the budget for the flood mitigation, rebuild, and furniture costs at City Hall - \$385,878.

General Fund

Department	Account	Proposed Revenue	Proposed Expenditure	Description
Public Works	Professional Services	-	52,252	Stormwater Fee Study
Public Works	Other Professional Services	-	385,878	Flood Mitigation, Rebuild, Furniture
	TMLIRP	345,953	-	TML Intergovernmental Risk Pool
	Total Proposed Budget Amendment	345,953	438,130	

IT Support Services Fund

Amending the City budget for the Fiscal Year 2025-2026 for Server Relocation costs due to the flood at City Hall – \$94,539

IT Support Services Fund

Department	Account	Proposed Revenue	Proposed Expenditure	Description
Support Services	Professional Services	-	94,539	Server Relocation from Flooded Area
	TMLRP	94,539	-	TML Intergovernmental Risk Pool
	Total Proposed Budget Amendment	94,539	94,539	

Equipment Replacement Funds

Amending the City budget for the Fiscal Year 2025-2026 to accommodate a contract with McDonald Municipal & Industrial for the purchase and replacement of two standby generators, one at City Hall (\$175,209) and one at the Municipal Service Center(\$175,208).

Equipment Replacement Funds

Governmental Equipment Replacement Fund

Department	Account	Proposed Revenue	Proposed Expenditure	Description
Public Works	Capital Equipment		175,209	Generator Replacement
	Total Proposed Budget Amendment	-	175,209	

Proprietary Equipment Replacement Fund

Department	Account	Proposed Revenue	Proposed Expenditure	Description
Public Works	Capital Equipment		175,208	Generator Replacement
	Total Proposed Budget Amendment	-	175,208	

Recommendation / Action Requested

Move to approve an ordinance requesting a Mid-Year Budget Amendment to increase appropriations totaling \$883,086 in various funds to accommodate operating needs for Fiscal Year 2025-2026.

Questions / Comments



ORDINANCE

AN ORDINANCE AMENDING THE CITY BUDGET FOR FISCAL YEAR 2025-2026 BY INCREASING APPROPRIATIONS IN THE GENERAL FUND IN THE AMOUNT OF \$438,130, BY INCREASING APPROPRIATIONS IN THE IT SUPPORT SERVICES FUND IN THE AMOUNT OF \$94,539, BY INCREASING APPROPRIATIONS IN THE ERF GOVERNMENTAL FUND IN THE AMOUNT OF \$175,209, BY INCREASING APPROPRIATIONS IN THE ERF PROPRIETARY FUND IN THE AMOUNT OF \$175,208, BY INCREASING ANTICIPATED REVENUES IN THE GENERAL FUND BY \$345,953, AND BY INCREASING ANTICIPATED REVENUES IN THE IT SUPPORT SERVICES FUND BY \$94,539; FINDING THAT TIME IS OF THE ESSENCE AND THAT THIS ORDINANCE MAY BE CONSIDERED AND APPROVED AT ONLY ONE MEETING; INSTRUCTING THE CITY MANAGER TO FILE THE BUDGET AMENDMENT WITH THE COUNTY CLERK; 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 CUMULATIVE CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

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

WHEREAS, on or about September 8, 2025, the City Council passed Ordinance CSO#5910-09-2025, which adopted a City budget for Fiscal Year 2025-2026 (10/1/25-9/30/26) (the “Original Budget”); and

WHEREAS, the City Council has approved amendments to the Original Budget through ordinances, including on October 20, 2025, December 15, 2025, February 16, 2026, March 23, 2026, and April 20, 2026 (collectively with any and all amendments the “Budget”); and

WHEREAS, the City Council desires to amend the Budget by increasing appropriations in the General Fund in the amount of \$438,130, by increasing appropriations in the IT Support Services Fund in the amount of \$94,539, by increasing appropriations in the ERF Governmental Fund in the amount of \$175,209, by increasing appropriations in the ERF Proprietary Fund in the amount of \$175,208, by increasing anticipated revenues in the General Fund by \$345,953, and by increasing anticipated revenues in the IT Support Services Fund by \$94,539; 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 and determines 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; and

WHEREAS, the City Council hereby finds and determines that the amendments and regulations set forth herein are in the best interest of the public and are adopted in furtherance of the public health, safety, welfare, morals, and general welfare.

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 2025-2026 in the Budget, there shall also be increased appropriations and decreased appropriations as set forth in the following funds below:

1. Increasing appropriations in the General Fund in the amount of \$438,130,
2. Increasing appropriations in the IT Support Services Fund in the amount of \$94,539,
3. Increasing appropriations in the ERF Governmental Fund in the amount of \$175,209, and
4. Increasing appropriations in the ERF Proprietary Fund in the amount of \$175,208.

Additionally, in addition to those amounts estimated as revenue from the various City departments for Fiscal Year 2025-2026 in the Budget, there shall also be increased estimated revenues as set forth in the following funds below:

1. Increasing anticipated revenues in the General Fund by \$345,953, and
2. Increasing anticipated revenues in the IT Support Services Fund by \$94,539.

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.

That, in accordance with state law, the City Manager shall file or cause to be filed a true and correct copy of this ordinance, with the City Secretary and in the office of the County Clerks of Johnson and Tarrant County, Texas.

Section 4.

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

Section 5.

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 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.

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED this _____ day of _____, 20_____.

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

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney


City Council Regular Meeting

DEPARTMENT: Public Works
FROM: Justin Scharnhorst, Deputy Director
MEETING: May 18, 2026

SUBJECT:

Consider and take possible action on a contract with McDonald Municipal & Industrial for the purchase and installation of two replacement standby generators (RFP 2026-012) in the amount of \$333,730 with a 5% contingency for total authorization of \$350,417. *(Staff Contact: Justin Scharnhorst, Deputy Director of Public Works)*

STRATEGIC PRIORITY AND GOAL(S):

Strategic Focus Area 1	Strategic Goal
 <p>High Performing City Organization Providing Exceptional, People Focused Services</p>	<p>1.2 Continue to improve the efficiency and productivity of operations</p> <p>1.3 Deliver high-quality service and communications to external and internal customers</p> <p>2.3 Enhance connectivity and improve mobility</p>

SUMMARY:

Staff is requesting approval to enter into a contract with McDonald Municipal & Industrial in the amount of \$333,730 for the purchase and replacement of two standby generators, one at City Hall and one at the Municipal Service Center. The existing generators, installed in 1996 and 2003 respectively, are eligible for replacement under the City’s Equipment Replacement Policy based on age and service life considerations.

Both generators serve facilities that support critical City operations. City Hall and the Municipal Service Center are integral to daily administrative and operational functions, and standby power is necessary to maintain continuity of these services during utility outages. Replacing these units is consistent with City policy and supports the ongoing reliability and performance of essential infrastructure.

The proposed replacements include Taylor Power Systems units powered by Perkins engines, a subsidiary of Caterpillar, along with ASCO automatic transfer switches. Both locations will also include docking stations to allow for the connection of temporary generators, providing additional redundancy and operational flexibility during maintenance or extended outage scenarios.

McDonald Municipal & Industrial, founded in 1956 and headquartered in Houston, Texas, employs approximately 179 personnel and has installed more than 750 standby generators over the past 30 years. Their experience includes projects for entities such as the Trinity River Authority, City of Fort Worth, Port of Houston, and City of Edinburg.

Approval of this contract will allow for the timely replacement of aging equipment and help ensure continued operational continuity for critical City functions. This item will also be included in May 18th, 2026, budget amendment, as project funding was not previously encumbered due largely to the scope of work and project specifications not being fully developed and processed through procurement prior to October 1, 2025.

PROCUREMENT METHOD: Competitive Solicitation

This contract was procured through a Request for Proposals in accordance with Texas Local Government Code Chapter 252. Solicitation No. RFP 2026-012 was advertised on January 24th, and January 30th and posted on the City's electronic bidding platform, Bonfire, from January 24th to February 24th. The opportunity was distributed to 227 vendors under 3 applicable commodity codes, and the City received 3 responses. Proposals were evaluated in accordance with the published criteria, and McDonald Municipal & Industrial - A Division of C.F. McDonald Electric, Inc. was determined to provide the best value to the City.

RECOMMENDATION:

Staff recommends approval as presented.

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

June 21, 2025 Budget Amendment

REFERENCE:

CSO#5865-07-2025

FISCAL IMPACT:

Proposed Expenditure/Revenue: \$175,209
Account Number(s): 6021302-71001
Fund: ERF Governmental Fund
Account Description: ERF Equipment

Proposed Expenditure/Revenue: \$175,208
Account Number(s): 6031302-71001

Fund: ERF Proprietary Fund
Account Description: ERF Equipment

STAFF CONTACT:

Name: Justin Scharnhorst
Title: Deputy Director of Public Works
jscharnhorst@burlesontx.com
817-426-9646



REPLACEMENT OF STANDBY GENERATORS – RFP 2026-012

PRESENTED TO THE CITY COUNCIL

Background



The City Council appropriated funding in the amount of \$500,000 to enable staff to procure replacement standby generators at City Hall and the Service Center.



Staff contracted Baird Brown and Hampton to develop wiring schematics and assist with procurement and construction administration.

Existing Generators

- The existing generators, installed in 1996 and 2003 respectively, are eligible for replacement under the City's Equipment Replacement Policy based on age and service life considerations.
- Both existing generators have reached the end of their useful life; given the critical functions and locations they support, replacement is recommended.
- The proposed replacements are consistent with the Facility Condition Assessment, which identified both units as exceeding their expected service life.



Procurement Process

Request for Proposals:

- Solicitation released on January 23
 - 65 vendors downloaded proposal documents
 - 24 vendors attended pre-bid meeting (February 4)
 - 3 vendors submitted proposals

Vendor	Scoring Summary	Costs
McDonald Municipal & Industrial	75	\$333,730
Alman Construction Services	62.87	\$441,000
Ready Power	59.44	\$466,086

Scope of Work

- McDonald will provide a turnkey solution for the replacement of two standby generators at City Hall and the Municipal Service Center.
- Their scope includes removal of the existing units, installation of new Taylor Power Systems generators, ASCO automatic transfer switches, and docking stations, as well as all necessary electrical connections and site modifications.
- Perform startup, testing, and commissioning of the systems to ensure full operational functionality. Additionally, they will provide training, documentation, and warranty support to ensure the City can effectively operate and maintain the equipment.



Taylor Power Systems

Overview:

Manufacturer: Taylor Power Systems

Engine: Perkins Engines Company Limited (a subsidiary of Caterpillar Inc.)

Model TDS150 (150 kW) - City Hall

150 kW standby diesel generator

Perkins 1106 series, turbocharged 6-cylinder engine

EPA Tier 3 compliant

Model TD175 (175 kW) - Service Center

175 kW standby diesel generator

Perkins 1106 series, turbocharged 6-cylinder engine

EPA Tier 3 compliant

Timeline

- If Council opts to approve this request, it will enable the city to secure production and scheduling.
- Estimated lead times:
 - Generators: 23 weeks
 - Automatic Transfer Switches: 15 weeks
- Based on these lead times, equipment availability, and overall project scheduling, the project is anticipated to be completed this winter. This schedule also accounts for potential unforeseen issues, extended manufacturing lead times, and other delays outside of the City's control.



Recommendation/Action Requested

Approve a contract with McDonald Municipal & Industrial for the purchase and replacement of two standby generators (RFP 2026-012) in the amount of \$333,730 with a 5% contingency for total authorization of \$350,417.

Questions/Discussion

Justin Scharnhorst
Deputy Director of Public Works
jscharnhorst@burlesontx.com
817-426-9646


City Council Regular Meeting

DEPARTMENT: Public Works
FROM: Justin Scharnhorst, Deputy Director of Public Works
MEETING: May 18, 2026

SUBJECT:

Consider and take possible action on a minute order ratifying expenditures related to mitigation and restoration efforts associated with the City Hall flooding event, in the amount of \$532,669.02. (Staff Contact: Justin Scharnhorst, Deputy Director of Public Works)

STRATEGIC PRIORITY AND GOAL(S):

Strategic Priority	Strategic Goal
 <p>Dynamic & Preferred City Through Managed Growth</p>	<p>2.5 Develop and maintain facilities and utility services</p>

SUMMARY:

On March 11th, 2026, the west wing of City Hall sustained significant water damage as a result of water intrusion associated with exposed electrical conduit infrastructure related to the demolition activities at the former City Annex located at 225 W. Renfro. The exposed conduit created a pathway for water to enter the facility, resulting in substantial interior flooding and damage to approximately 5,500 square feet of the building.

Immediately following the incident, staff initiated the City’s emergency response procedures to protect public assets, minimize operational disruption, and prevent secondary damage to the facility. In coordination with Texas Municipal League Intergovernmental Risk Pool, staff engaged an in-network mitigation contractor to begin emergency mitigation and restoration activities. Mitigation efforts commenced within hours of the event and included water extraction, removal of damaged materials, moisture monitoring, controlled drying, environmental remediation, and stabilization of impacted building systems. These efforts concluded April 26, 2026 and ensured the facility was properly remediated and prepared for reconstruction.

Consistent with Council Policy 36 regarding emergency expenditures and procurement procedures, staff is seeking Council ratification of the emergency actions taken in response to this incident. Staff's actions were necessary to immediately limit additional property damage and expedite recovery of critical public facilities.

With mitigation complete, reconstruction is able to begin. This will include restoring affected furniture, fixtures, and equipment to restore the City Hall to full operation. At this time, reconstruction is anticipated to be completed early summer.

Summary:

Vendor	Service	Amount
Legacy Property Restoration	Mitigation efforts – executed by City Manager	\$130,173.38
Polarity Networks	Server relocation -Authorization for direct payment executed by City Manager	\$94,539.09
Rainbow International	Contents storage – Authorization for direct payment executed by City Manager	\$34,026
Legacy Property Restoration	Reconstruction – will require City Manager authorization	\$155,443
Royer Commercial Interiors	Furniture replacement – will require City Manager authorization	\$70,154
Project Contingency	10% to account for unforeseen issues related to the project and will work through the risk pool for direct payment authorization, or executed by City Manager, if approved.	\$48,333.55

RECOMMENDATION:

Approve the ratification as presented

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

N/A

REFERENCE:

N/A

FISCAL IMPACT:

Proposed Expenditure: \$92,177.47
Account Number(s): 70020 (FA2303)

Fund: 402-4A Non-Bond Capital
Account Description: Construction

Proposed Revenue (TMLIRP Reimbursement \$440,491.55)

STAFF CONTACT:

Justin Scharnhorst
Deputy Director of Public Works
jscharnhorst@burlesontx.com
817-426-9646

City Hall Mitigation Ratification

PRESENTED TO THE CITY COUNCIL

Background

- Staff quickly coordinated with the Texas Municipal League Intergovernmental Risk Pool and engaged Legacy Property Restoration, which mobilized within hours.
- Emergency mitigation efforts included water extraction, removal of damaged materials, controlled drying, and environmental remediation to stabilize the impacted areas.
- Following comprehensive drying and monitoring to confirm the building envelope was properly remediated, mitigation activities were completed on April 26.

- Approximately 5,500 square feet of City Hall was impacted.
- As shown, an estimated 2–3 inches of standing water infiltrated portions of the facility, impacting interior spaces, damaging building materials, and affecting one of the City’s data centers.







Fiscal Impact



Vendor	Service	Amount
Legacy Property Restoration	Mitigation efforts related to flood	\$130,173.38
Polarity Networks	Server relocation from impacted areas	\$94,539.09
Rainbow International	Contents storage - offsite	\$34,026.00
Legacy Property Restoration	Reconstruction impacted areas	\$155,443.00 (*\$35,810.47)
Royer Commercial Interiors	Furniture replacement	\$70,154.00 (*\$56,367)
Project Contingency	10%	\$48,333.55
Total		\$532,669.02

TMLIRP coverage:

- \$440,491.55

The City will be responsible for costs incurred due to scope enhancements associated with reconstruction efforts and replacement furniture not covered by the risk pool in the amount of:

- \$92,177.47

*Represent costs incurred by the city that exceed reimbursement amount from TMLIRP.

Next Steps

- Manage reconstruction efforts to restore all building areas impacted by this event, including modifications to workspaces within both departments aimed at improving space efficiency and overall functionality.
- Setup of restored and newly added workspaces, along with the relocation of equipment, furnishings, and materials back into service areas.
- With mitigation efforts complete, reconstruction activities are anticipated to commence and are expected to be completed by July, at which time the building is anticipated to be fully restored and operational.

Requested Action



Approve a minute order ratifying expenditures related to mitigation and restoration efforts associated with the City Hall flooding event, in the amount of \$532,669.02

Questions / Discussion

Justin Scharnhorst, Deputy Director
Public Works Department
jscharnhorst@burlesontx.com


City Council Regular Meeting

DEPARTMENT: Burleson Fire/EMS
FROM: Casey Davis, Fire Chief
MEETING: May 18, 2026

SUBJECT:

Receive a report, hold a discussion, and provide staff direction on Fire/EMS staffing needs, capital improvement plan implementation and timing. *(Staff Contact: Casey Davis, Fire Chief)*

STRATEGIC PRIORITY AND GOAL(S):

Strategic Priority	Strategic Goal
 <p>Beautiful, Safe, & Vibrant Community</p>	<p>3.3 Enhance emergency response services 3.4 Ensure public safety equipment and personnel needs are being met</p>

SUMMARY:

The purpose of this presentation is to provide an overview of the current operational capacity of the Burleson Fire/EMS system and to seek Council direction on the timing and implementation of additional resources required to maintain service delivery and response performance. As the community continues to grow, the Fire/EMS system must evolve to ensure it can meet both current demand and future needs.

Over the past five years, the Burleson Fire/EMS system has experienced significant growth in service demand with total call volume increasing by 68 percent. This level of growth has far exceeded typical industry projections and has created sustained pressure on staffing, apparatus availability, and overall system performance.

As a result, the system is currently operating near capacity. Unit Hour Utilization (UHU) for EMS units is approaching or exceeding targeted performance thresholds, and fire suppression staffing is challenged to consistently meet NFPA 1710 effective response force (ERF) assembly standards. Under current conditions, the department is challenged to assemble 15 personnel within eight minutes for a structure fire, which falls short of the 17 personnel benchmark for residential incidents. For commercial or multi-family fires, where staffing requirements increase substantially, our system is unable to assemble the

necessary personnel within NFPA 1710 timeframes. This gap requires reliance on mutual aid, which cannot consistently meet required response time standards. Additionally, sustained workload levels are creating increasing strain on personnel, impacting morale, retention, and long-term workforce stability.

Operationally, both fire and EMS responses require multiple critical tasks to occur simultaneously in order to achieve successful outcomes. National research supports this approach. The National Institute of Standards and Technology (NIST) has demonstrated that properly staffed crews complete fireground tasks faster and more effectively, while the American Heart Association (AHA) emphasizes team-based, simultaneous interventions in cardiac arrest care. These findings reinforce that system performance depends not only on the arrival of the first unit, but on assembling sufficient personnel quickly to perform multiple tasks at the same time.

The department has taken several steps to manage costs and improve operational efficiency. These efforts include implementing EMS and fire cost recovery programs, strengthening commercial inspection and fee collection processes, adding a Battalion Chief to improve fireground command and safety, and expanding ambulance resources staffed with cross-trained firefighter/EMS personnel. While these actions have improved system performance and fiscal responsibility, they have not offset the impacts of sustained demand growth and fire assembly.

Based on current system performance and projected growth, two primary operational needs have been identified. First, an additional frontline fire company is required to support response reliability and improve fireground assembly. This need exists regardless of the timing of Station 4 construction and carries a staffing impact of 14 additional personnel. Second, the department should transition the current peak ambulance to a 24-hour unit in order to manage EMS demand, maintain UHU within target ranges, and reduce system strain and overtime. This requires an additional 4 personnel. In total, these needs represent an increase of 18 personnel.

Staff recommends maintaining the current timeline for Station 4 construction, as it provides permanent coverage to the west side of the city, aligns with long-term growth projections, and serves as the intended location for deployment of the additional fire company. However, it is important to note that the need for the additional fire company is independent of Station 4. If necessary, the department can deploy the company sooner using existing infrastructure, such as double company staffing at Station 1, to address current operational needs.

At this time, staff is seeking Council feedback and direction on several key items, including the timing of the additional fire company deployment, the transition of the peak ambulance to 24-hour staffing, the Station 4 construction timeline and prioritization, the phased hiring approach for 18 additional personnel, and the timing of capital improvement plan items such as the Ladder Tower and Brush Truck.

In conclusion, the Burluson Fire/EMS system is experiencing demand that is beginning to outpace current capacity. To maintain service reliability and response performance, additional resources will need to be considered. Staff is seeking Council direction on the timing and approach for implementing these needs in a manner that aligns with the City's priorities.

Staff recommends adding an additional fire company and transitioning the peak ambulance to 24-hour service, while maintaining the current Station 4 CIP timeline.

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

Presented to Public Safety & Court Committee 4-8-26

REFERENCE:

Insert CSO# if applicable
Insert resolution or ordinance change

FISCAL IMPACT:

Proposed Expenditure/Revenue:
Account Number(s):
Fund:
Account Description:
Procurement Method:

STAFF CONTACT:

Casey Davis
Fire Chief
cdavis@burlesontx.com
817-426-9173



Fire/EMS System Capacity & Service Delivery

CITY COUNCIL PRESENTATION

MAY 18, 2026

Presentation Objectives

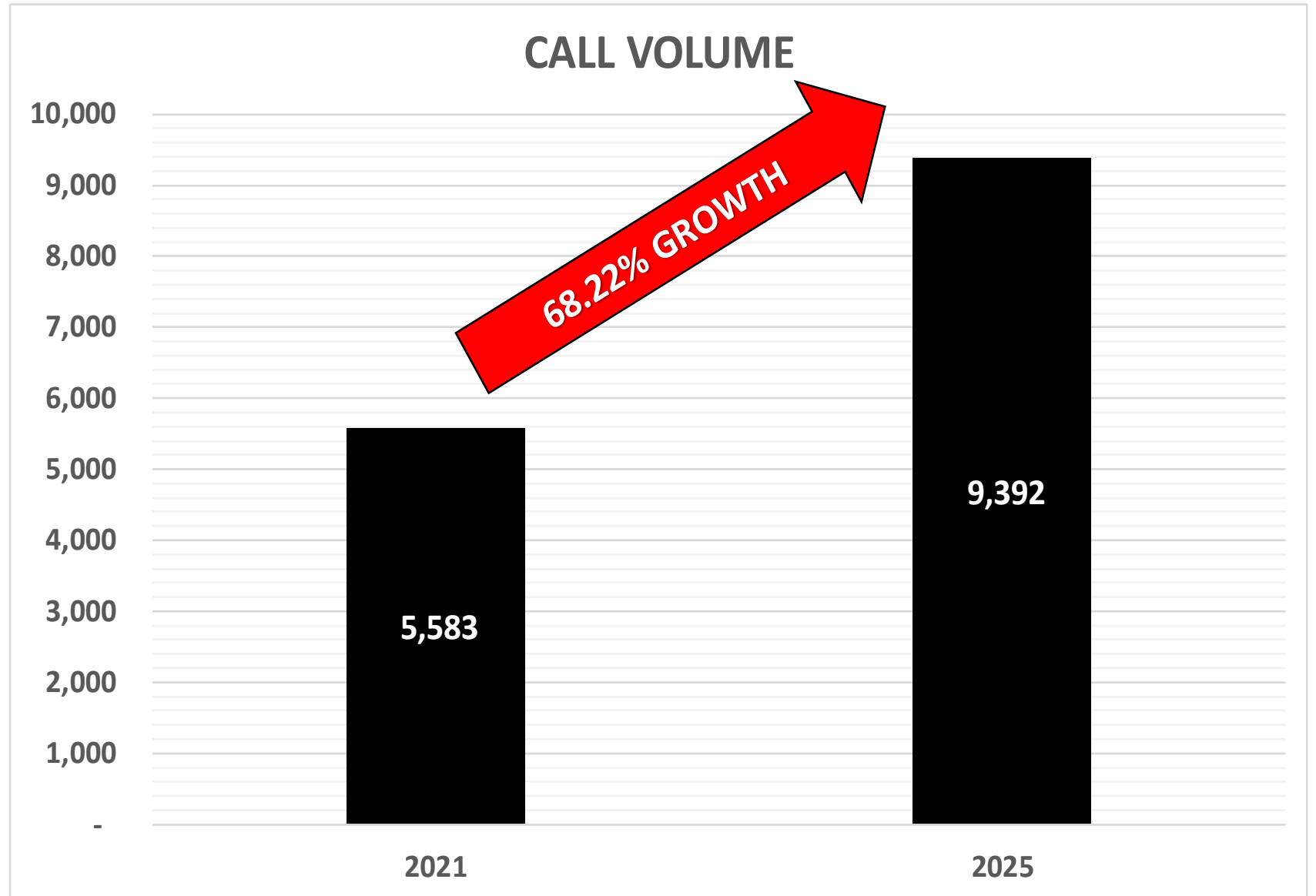
The operational need for an additional fire company exists today independent of the Station 4 timeline.

- Burleson's current staffing model is operating at or below the minimum personnel needed to assemble an effective response force for residential fires under NFPA 1710, with insufficient capacity for larger commercial or multi-family incidents.
- Provide an overview of current Fire/EMS system capacity
- Review NFPA 1710 standards and how they relate to our operations
- Discuss the recently implemented peak-time ambulance model and evaluate the transition to 24-hour coverage in the upcoming budget cycle
- Present considerations for enhancing system reliability through additional fire resources
- Distinguish immediate operational needs from long-term planning efforts, including Station 4

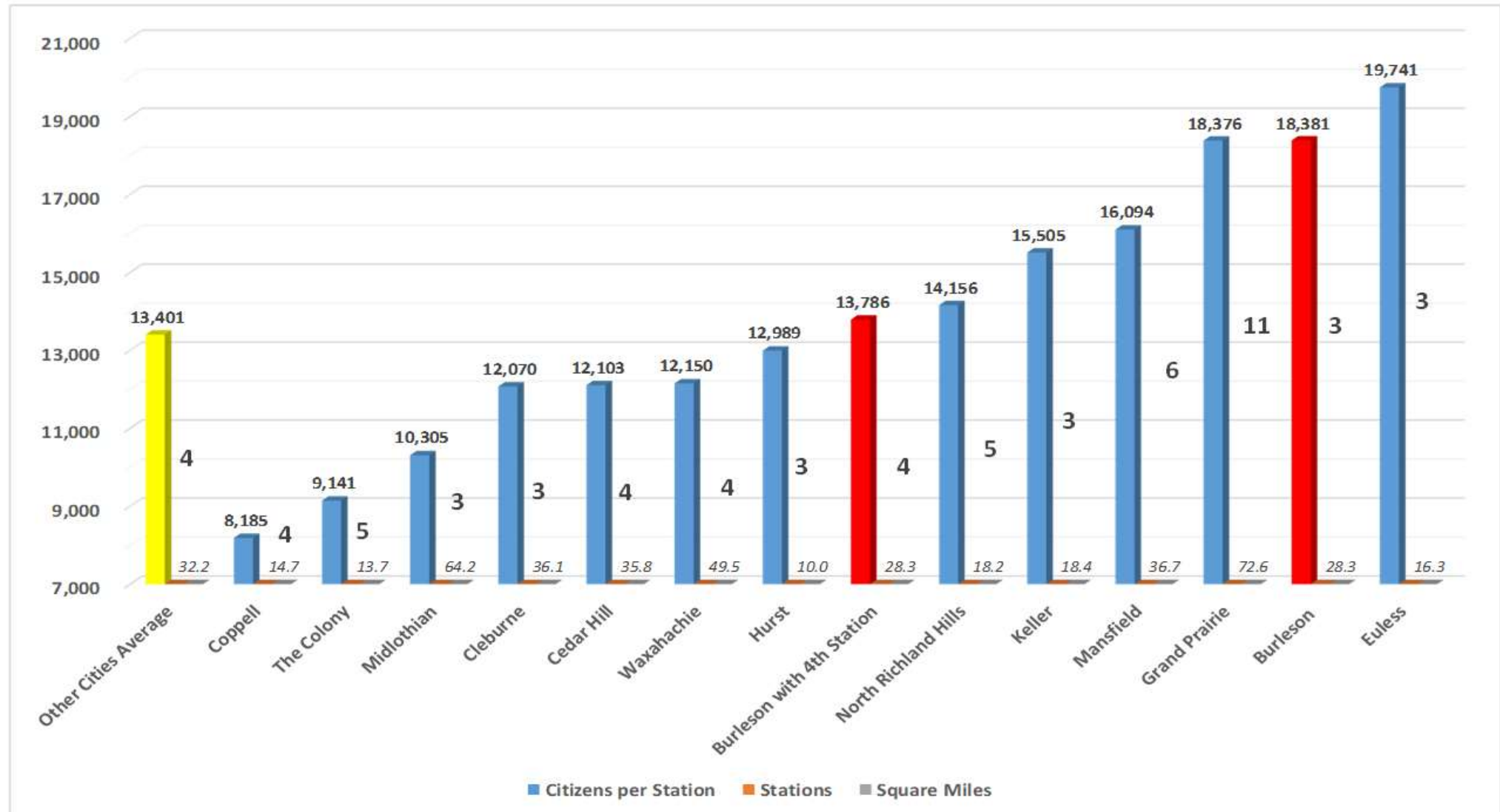


Call Volume

All Types



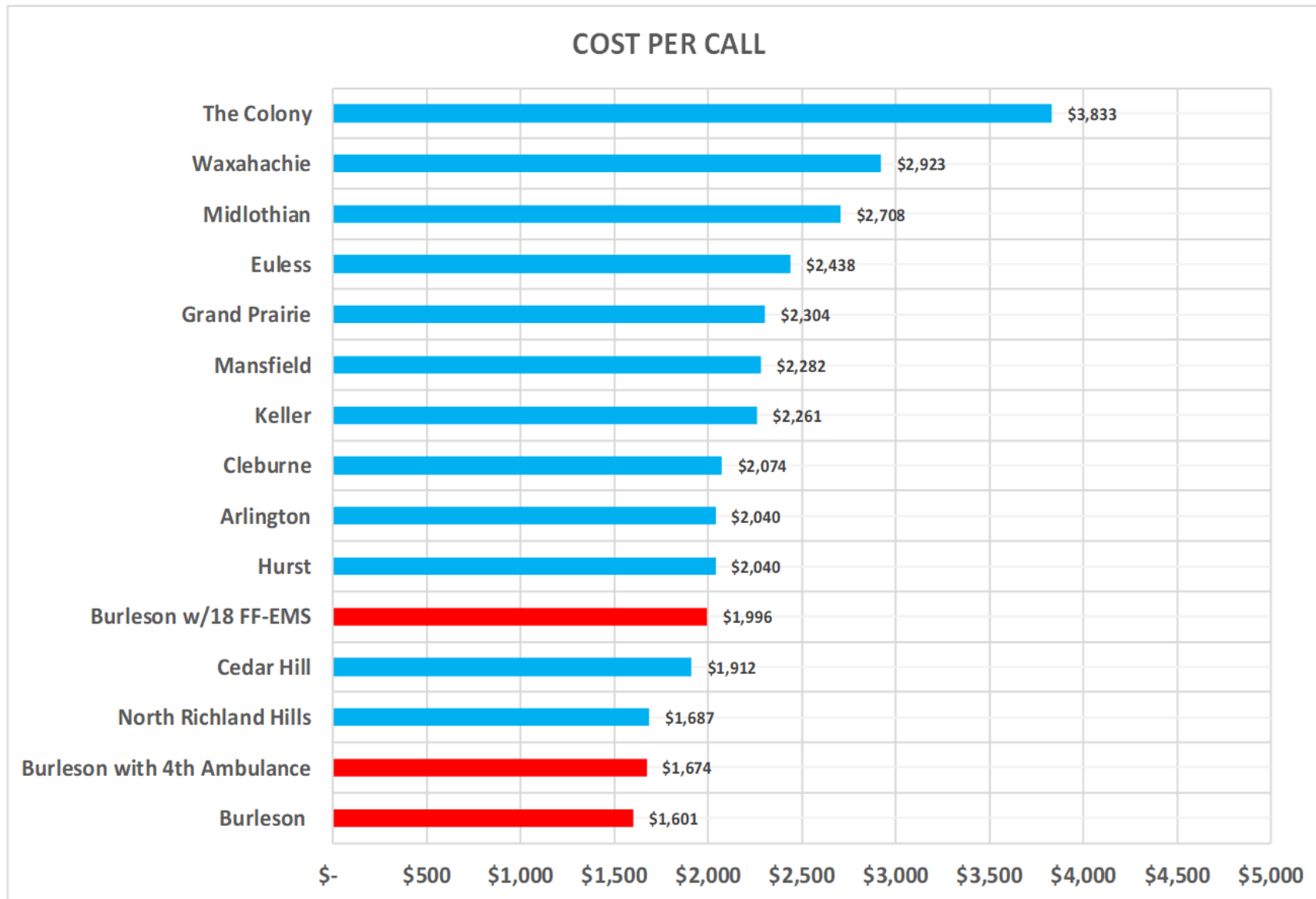
Comparative Cities – Citizens per Station





Comparative Cities

Cost per Call



Resource Growth vs. Operational Demand

Strategic Improvements

- Added Battalion Chief in operations to strengthen incident command and fireground safety
- Expanded ambulance resources staffed with firefighters to support system demand and response assembly for fires

Current Status and Plan

- Last frontline fire apparatus added: 2009 (Engine 3)
- Next planned addition: ~2030 (Station 4)
- 21+ years between adding frontline fire units

Current Operational Reality

- Current best case assembly response force (ERF) capability:
 - Minum Daily Staffing 17 – 19 /Peak Ambulance
 - Structure Fire Response 15 personnel available vs. 17 needed within 8 minutes (NFPA 1710 benchmark)
- 1 Medic is held back to addresses the next incoming call
- Reliance is on mutual aid for assembly but we are unable to meet assembly time frame

Cost Containment & Revenue Optimization Efforts

EMS Revenue Optimization

- Updated fee schedule

Fire Incident Cost Recovery

- Implemented EmergiFire for incident-based cost recovery
- Captures eligible revenue from billable fire-related responses
- Offsets operational costs without impacting residents directly

Annual Fire Inspections Program

- Strengthened inspection program and fee collection
- Supports community risk reduction
- Generates cost recovery for prevention services

TODAY (Operational Reality)

- Minimum staffing: 17–19 personnel
- Best-case assembly: 15 personnel
- NFPA 1710 target: 17 personnel in ~8 minutes
- Requires perfect conditions (all units available) — rare in real operations
- One ambulance held back → reduces available fireground staffing
- Cannot assemble for:
 - Apartment fires
 - Strip centers
 - Commercial incidents
- Heavy reliance on mutual aid
- Does not meet 8–10 minute assembly window

RISK (Why This Matters)

- Fire doubles in size every minute
- 10-minute window = survivability threshold
- If we don't assemble quickly:
 - Rescue opportunities are lost
 - Fires grow from room & contents → structure loss
 - Risk to firefighters increases significantly
- Mutual aid arriving late = sequential operations instead of simultaneous
 - Slower fire attack
 - Delayed search & rescue

The need for an additional fire company is driven by NFPA 1710 assembly requirements, not the Station 4 timeline.

Burleson Minimum On-Duty Fire Response

If all units are available for initial structure fire response:

Battalion 1: 1

Engine 1: 3

Truck 16: 4

Engine 3: 3

Medic 1: 2

Medic 16: 2

Peak Ambulance : 2

Total: 15 – 17 Assembly if all crews are available

Medic 3: 2 - Remains available for next call



2025 UHU

M1	25%
M16	19%
M3	17%
E1	9%
T16	8%
E3	5%

Unit Hour Utilization Goals

EMS (Ambulance UHU)

- ☐ ≤ 25% — Reliable
- ☐ 25–30% — Action Threshold
- > 30% — System Strain

Fire (Engine/Truck UHU)

- ☐ ≤ 8% — Reliable
- ☐ 8–10% — Action Threshold
- > 10% — Increased Risk

Fireground Assembly

It's not just about the first unit arriving unit it's about assembling enough personnel to perform critical tasks at the same time.

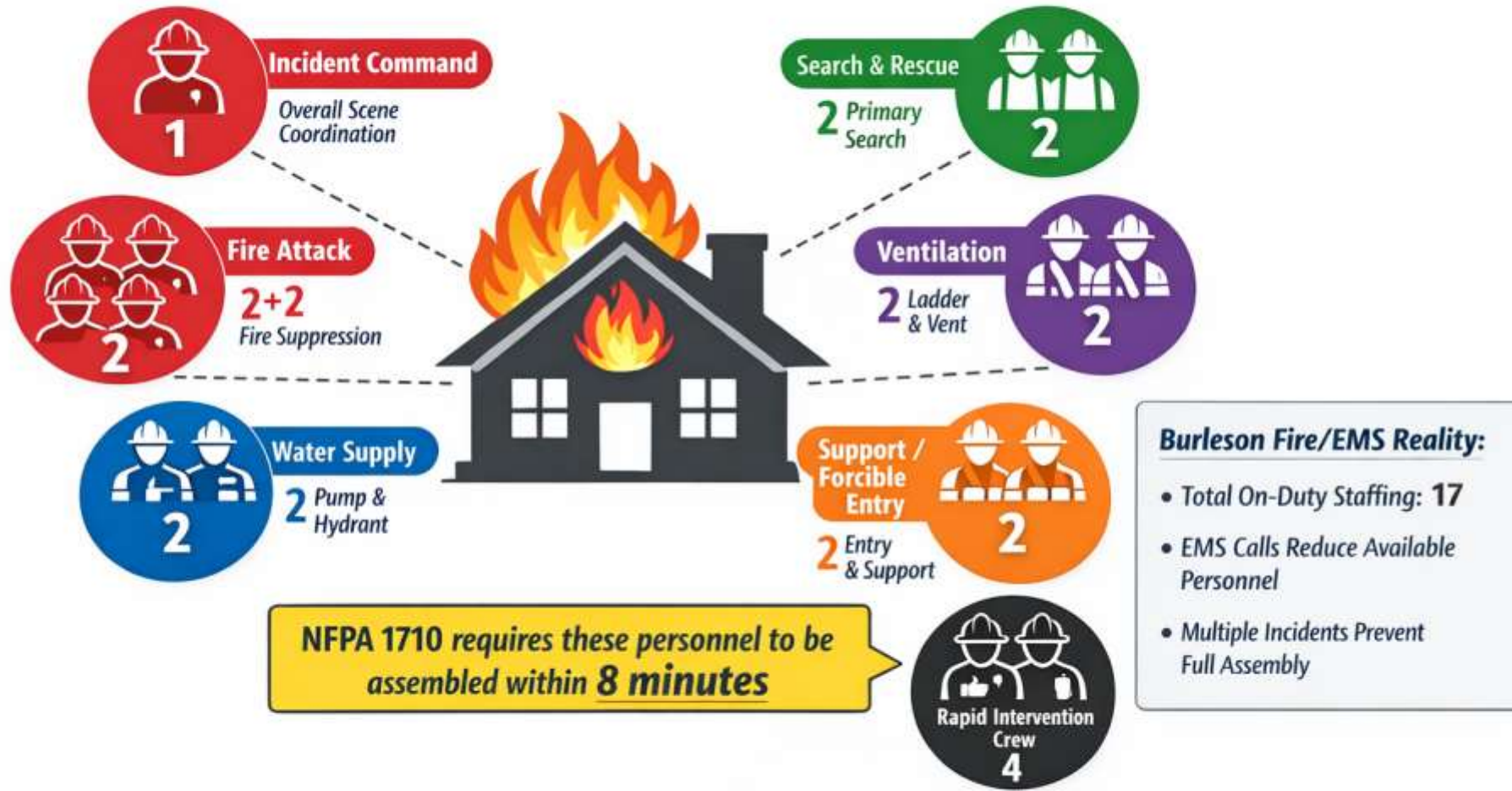
Fireground Reality

- A structure fire requires multiple critical objectives to occur simultaneously:
- Incident command and accountability
- Water Supply (securing a hydrant)
- Forcible entry and access
- Fire attack (getting water on the fire)
- Search and rescue (locating and removing victims)
- Laddering and egress
- Ventilation (improving interior conditions)

What the Research Shows

- National Institute of Standards and Technology (NIST):
 - Larger, properly staffed crews complete tasks faster and simultaneously
 - Smaller crews are forced into sequential operations, creating delays

NFPA 1710 – What It Takes to Fight a Structure Fire



Minimum: 16–17 Firefighters (Single Family Residential Fire)

EMS Response

Every firefighter in our system is EMS-certified and capable of delivering care. Paramedics provide advanced interventions, while EMTs are essential to delivering high-quality patient care there care is BLS in skill level. Fire apparatus response to EMS incidents ensures sufficient personnel are on scene to perform multiple life-saving tasks at the same time, especially during critical events like cardiac arrest.

Cardiac Arrest Reality

A cardiac arrest requires multiple critical interventions simultaneously:

- Incident command and accountability
- High-quality chest compressions
- Airway management and ventilations
- Defibrillation (AED/monitor)
- Medication administration (ALS care)
- Rhythm analysis and decision-making
- Scene coordination and transport preparation

What the Research Shows

- American Heart Association (AHA) guidelines emphasize:
 - Minimizing interruptions in compressions
 - Early defibrillation and coordinated team-based care
- High-performing resuscitations rely on:
 - Team-based, simultaneous interventions
 - Not sequential, one-person task completion

The Critical 10-Minute Life or Death Window

Structure Fire Growth (Time vs. Fire Spread)

- 🔥 A room igniting and fully engulfed over 10 minutes.
- **0-2 minutes:** A fire starts, small and controllable.
- **3-4 minutes:** Flashover potential begins.
- **5-7 minutes:** Fire spreads rapidly, escape becomes difficult.
- **8-10 minutes:** Flashover occurs, entire room is engulfed, survivability is **near zero**.
- 💡 **Fact: After 10 minutes, survivability in a structure fire is almost nonexistent due to heat, smoke, and oxygen depletion.**

Cardiac Arrest (Time vs. Survival Rate)

- 📊 A timeline showing survival rates decreasing over time.
- **0-4 minutes: 50-70% survival** with CPR & defibrillation.
- **5-6 minutes: 25-30% survival** if no CPR is started.
- **7-10 minutes: Less than 10% survival** without immediate medical intervention.
- 💡 **Fact: After 10 minutes without defibrillation, survival is nearly zero**

NFPA 1710: Response Time Objectives



NIST Study

4-Person Crews Complete Critical Tasks Faster

25–30% faster overall task completion vs. 3-person crews

Key tasks completed significantly faster:

- Fire attack
- Search and rescue
- Ventilation
- Laddering

Time = Life Safety

Faster task completion leads to:

- Earlier water on the fire
- Faster victim search
- Improved survival outcomes

Current CIP Timeline for Station 4 & Equipment

Fiscal Year	Projects
2028	<ul style="list-style-type: none">Station 4 Design Budget - \$2,500,000
2029	<ul style="list-style-type: none">Ladder Tower - 30 – 36 Month Lead Time / Budget - \$2,438,197
2029	<ul style="list-style-type: none">Brush Truck - 24 Month Lead Time / Budget - \$367,332
2030	<ul style="list-style-type: none">Construction of Fire Station 4 /18 Month Build Time / Budget \$13,443,000

Additional Concurrent Needs

Captain for Training

- The training office is overwhelmed with no dedicated support. A Training Captain is essential to deliver training to crews, maintain operational readiness, and ensure compliance with evolving fire and EMS standards.

Captain for Admin Logistics

- We are currently managing permanent, mission-critical responsibilities with temporary staffing solutions. When administrative functions like hiring, equipment deployment, and compliance are not properly staffed, it creates operational risk. A dedicated Administrative Captain is necessary to reduce that risk, ensure system reliability, and sustain accountability.

Deputy Emergency Manager

- The Emergency Management Office lacks redundancy and additional staff to handle increasing workload demands.
- A Deputy Emergency Manager is needed to support disaster preparedness, emergency response coordination, and continuity of operations as the city's risk profile grows.

Staff Recommendations & Considerations

EMS System Capacity (Peak → 24-Hour)

- Transition peak ambulance to 24-hour service
- Supports:
 - Managing UHU within target range ($\leq 25\text{--}30\%$)
 - Reducing system strain and overtime
- Staffing Impact: +4 FTE (\$632,431)

Fire Company Deployment (Priority)

- Need: Additional frontline fire company to support response and assembly
- Required regardless of Station 4 construction timeline
- Supports:
 - Fireground staffing (NFPA 1710 assembly)
 - Staffing Impact: +14 FTE (\$2,213,510)
 - CIP – Ladder Tower and Brush Truck Purchase

Station 4 – Preferred Delivery Model

- Staff recommendation: Maintain current Station 4 timeline
- Provides:
 - Permanent west-side coverage
 - Long-term system alignment with growth
 - Deployment of the additional fire company in its intended location

Minimum Daily Staffing

Current Staffing & Coverage

- Minimum daily staffing 17 - 19 with peak ambulance
- Structure fire assembly is challenging
- Response coverage gap on the west side of the city
- Longer response times to incidents in growing areas

Deploying a 4th Ambulance

- Minimum Daily Staffing 19 personnel
- Rising EMS call volume and UHU will strain resources and impact response times before

Deploying a 4th Fire Apparatus

- Minimum daily staffing 23 personnel
- Balanced coverage across the city, including the west side
- Faster response times for Fire & EMS
- Better resource allocation for simultaneous incidents

Questions & Comment

Requested Council Feedback

- 24- Ambulance Staffing
- Timing of additional fire company deployment
- Station 4 construction timeline
- Phased hiring approach (18 total positions)
- CIP timing (Ladder Tower & Brush Truck)


City Council Regular Meeting

DEPARTMENT: Police
FROM: Billy J. Cordell, Police Chief
MEETING: May 18, 2026

SUBJECT:

Receive a report, hold a discussion, and provide staff direction regarding Response Times and Staffing Projections (*Staff Contact: Billy J. Cordell, Chief of Police*)

STRATEGIC PRIORITY AND GOAL(S):

Strategic Priority	Strategic Goal
 <p>Beautiful, Safe, & Vibrant Community</p>	<p>3.3 Enhance emergency response services 3.4 Ensure public safety equipment and personnel needs are being met 3.5 Continue community policing and risk reduction programs</p>

SUMMARY:

The Burleson Police Department is seeking guidance as we are proposing a transition from the current four-district Patrol model to an eight-beat Patrol concept. This restructuring is driven by the city's ongoing growth, particularly on the west side, and the need to maintain high-quality service to citizens while ensuring the safety of our officers. The Burleson Police Department currently operates under a Patrol District model consisting of four geographic districts: North, South, East, and West. While this model has served the department, the continued expansion of the city has created coverage challenges. The large geographic size of each district results in longer response times and limits the ability of officers to provide timely mutual aid across district boundaries. The proposed Patrol Beat concept would divide the city into eight smaller, more manageable geographic beats. The eight-beat structure also allows for more equitable distribution of workload and call volume across patrol units. This concept would require additional staffing in order to be implemented.

RECOMMENDATION:

Seeking Council's guidance on this matter.

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

Presented to Public Safety Committee on April 08, 2026.

REFERENCE:

None

FISCAL IMPACT:

Proposed Expenditure/Revenue: NA

Account Number(s): NA

Fund: NA

Account Description: NA

Procurement Method: NA

STAFF CONTACT:

Billy J. Cordell

Chief of Police

bcordell@burlesontx.com

817-426-9912



Council Presentation Burleson Police Department

Response Times & Staffing Projections
May 18, 2026

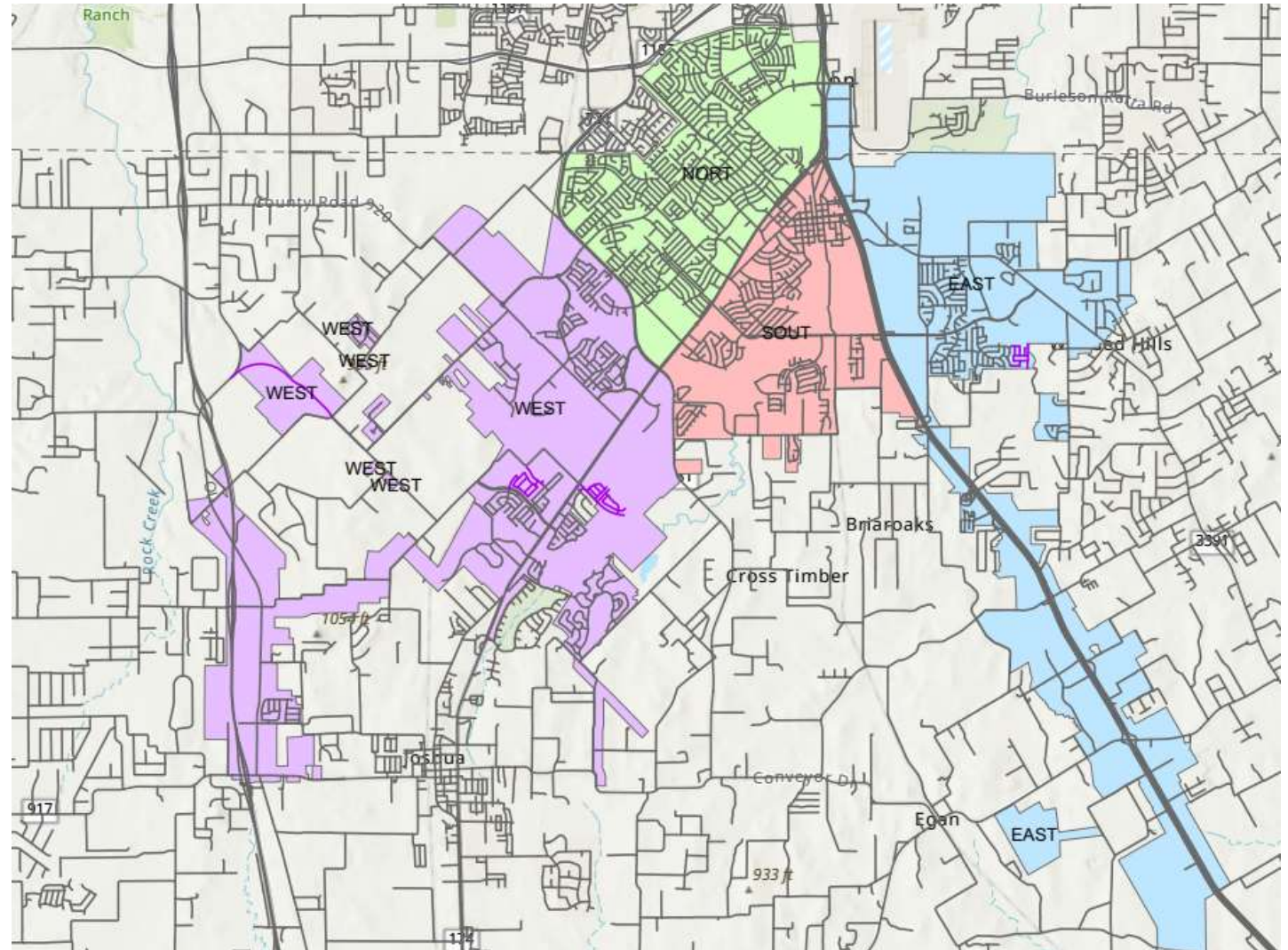
Chief Billy J. Cordell

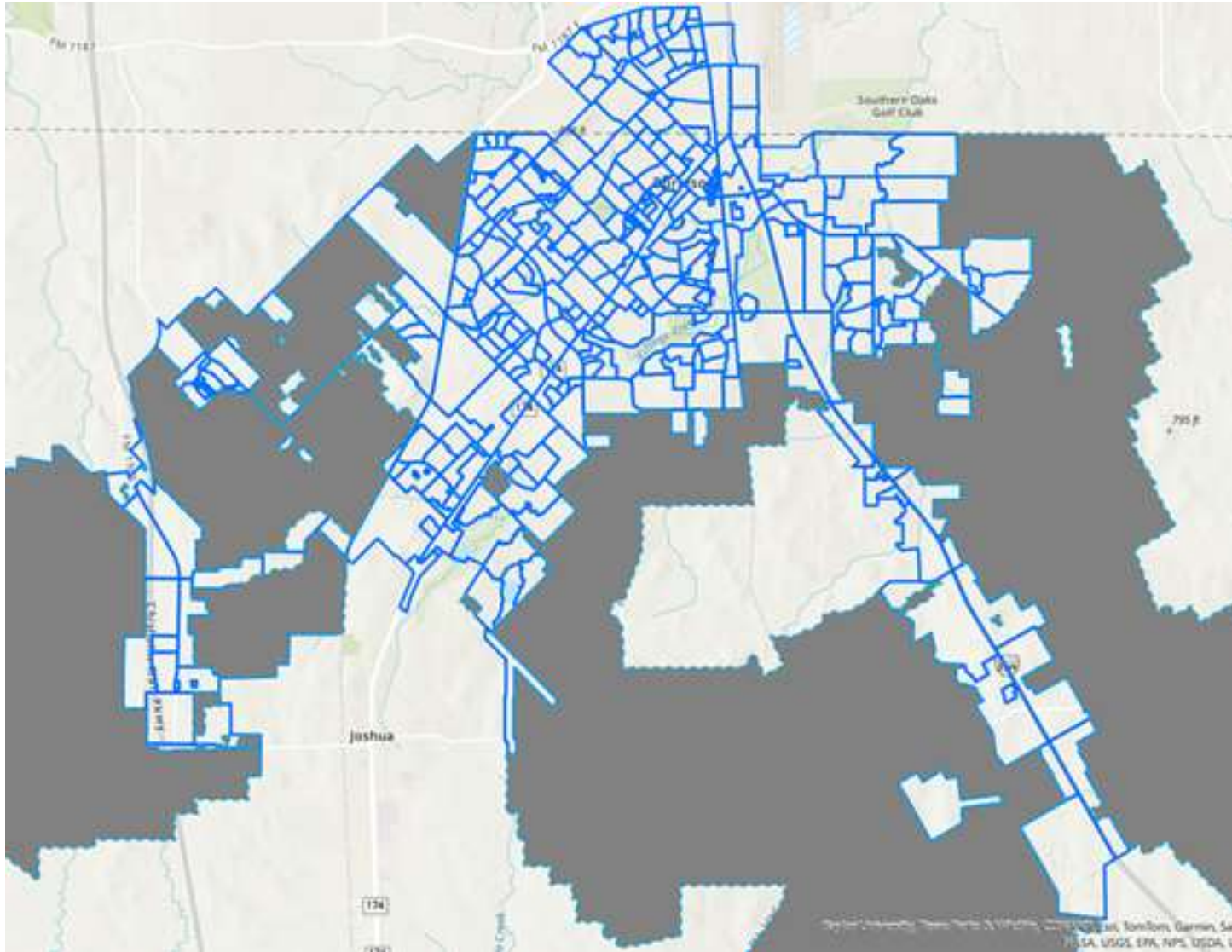
Beat Realignment

- An evaluation of the current police response model was completed in January 2024
 - Beat Realignment Committee:
 - Thirteen staff members representing all areas of the Department
 - Vetted and supported by all 90 sworn members of the Department
- District Model
- Police Reporting Areas (PRA)
- Beat Model
- District v. Beat comparison- calls for service
- Response times

Four District Model

- Adopted by the Department in 1985
- Divides the city into four patrolling districts (North, East, South, and West)
- Growth within Burleson and the ETJ has made this model inefficient
- Call load is very disproportionate

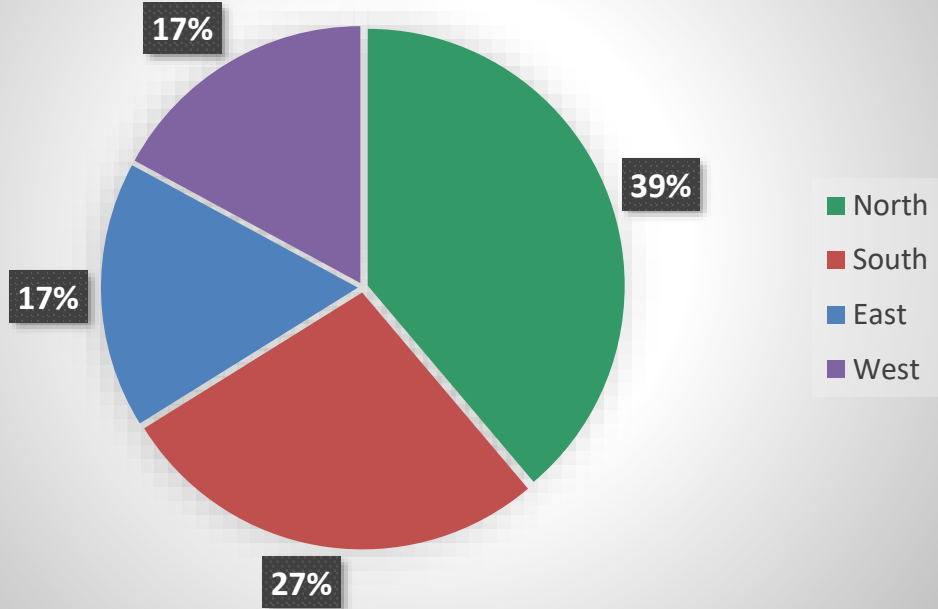




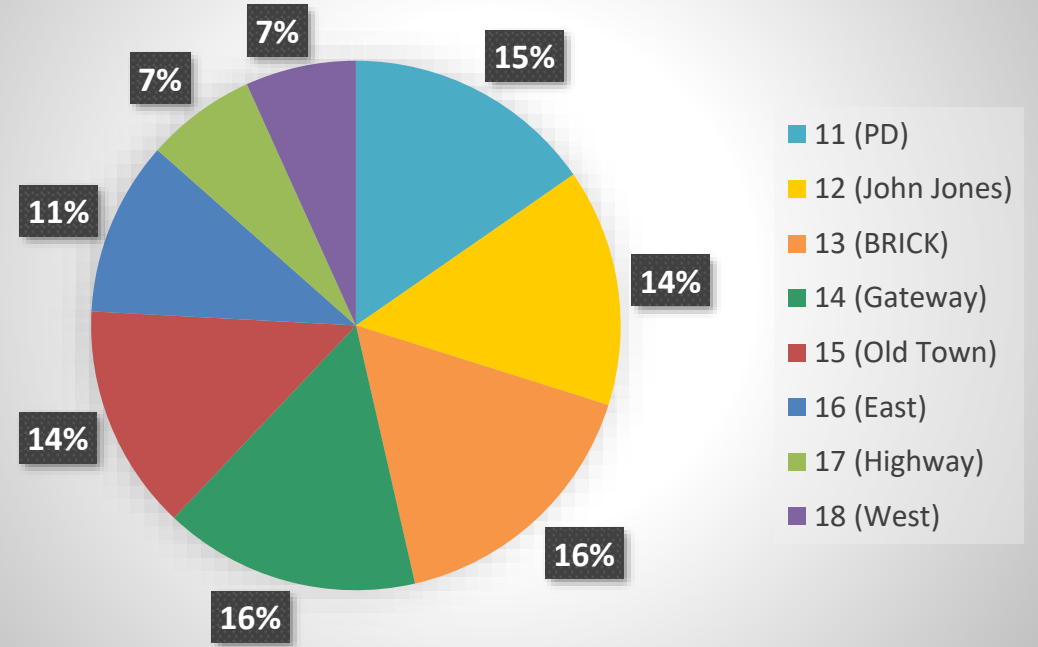
Police Reporting Areas

- In 2018, the Department along with IT and GIS began creating Police Reporting Areas (PRA) for the city.
- PRAs are small geographical areas that sub-divide the city for future growth without compromising statistical validity
- There are currently over 400 PRAs

Citizen Initiated 4 Districts

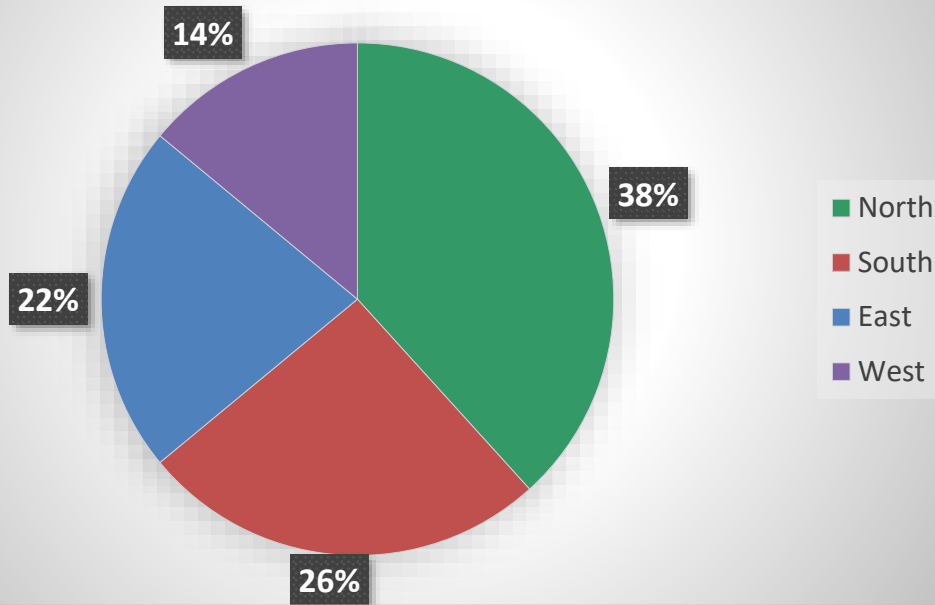


Citizen Initiated 8 Beats

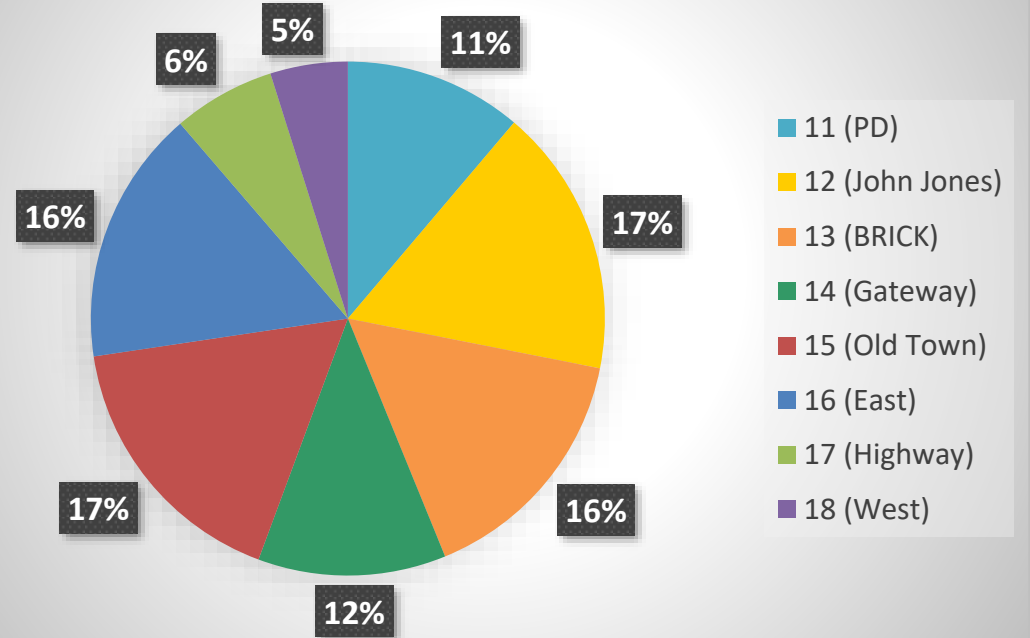


District vs Beat Comparison—Citizen-Initiated

Self Initiated 4 Districts



Self Initiated 8 Beats



District vs Beat Comparison—Self-Initiated

Four District Model

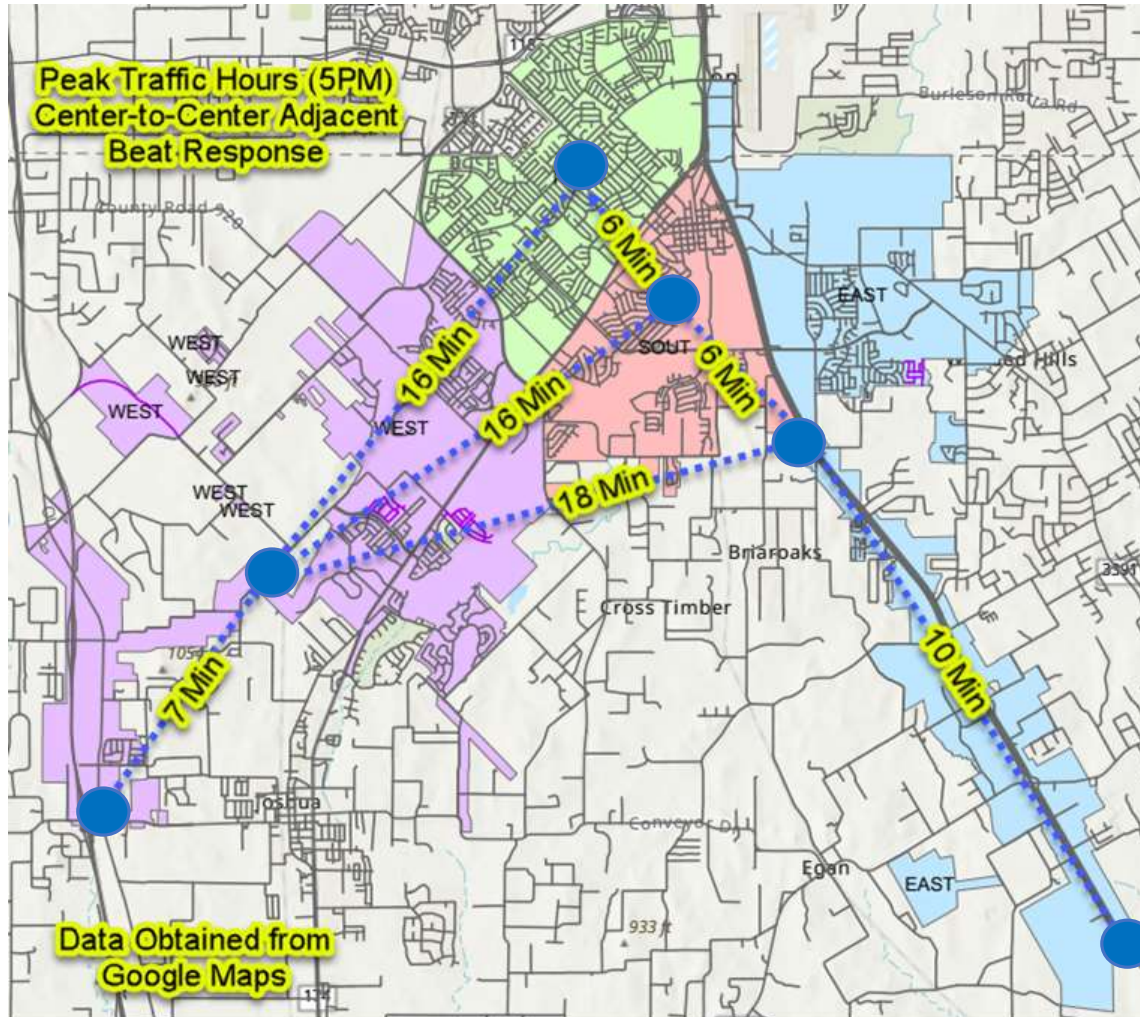
Average Current Response Time

	Priority 1	Priority 2	Priority 3 and 4	Average
North	5:35	7:18	7:30	7:18
South	4:30	5:42	5:43	5:49
East	7:04	9:34	8:41	8:58
West	6:31	8:21	7:58	8:13
CITYWIDE	5:44	7:31	7:15	7:20

Response District-to-District

Under the district model, response times are extended due to traffic and the geographical design of the city.

This represents a safety issue for residents and officers for their back-up units.



Nature Code and Call Priority Reorganization

On April 1, 2024, we implemented a realignment of call priorities and nature codes to a more straightforward system. Therefore, analysis of data before or after this date will not align.

Priority: A shooting on March 1, 2024 would be labeled as a "Priority P," but a shooting on April 1, 2024 is now labeled a "Priority 1."

Nature Code: Prior to March 1, 2024, a person having suicidal thoughts would have been dispatched as "Suicidal Person" with only PD responding. The same situation on April 1, 2024 would be labeled as "Psychiatric" and have a FD and PD response.

This combined demented person and suicidal calls for service into the psychiatric nature code.

The color coding below represents the color scheme set in the CAD holding calls window.

- **Priority 1** – Any call requiring an immediate Police Response to stop or prevent a threat to life or property. These calls will be dispatched immediately.
- **Priority 2** – Any call requiring an expedited response.
- **Priority 3** – Any call which does not involve a threat to life or property and which a delayed response should not adversely affect the outcome.
- **Priority 4** – Any self-initiated call or any nature code utilized by Public Safety Communications for documentation only purposes.

The Call Taker and Police Dispatcher will be responsible for managing the priority level on the call card. If the call taker or Police dispatcher determine there is a need to heighten a priority level it can be manually changed on the call card at any point.

Hold Times by Priority –

- **Priority 1** – 1 Minute – All priority 1 calls should be dispatched within 60 seconds
- **Priority 2** – 3 Minutes -
- **Priority 3** – 20 Minutes -
- **Priority 4** – No Time Expectation since Self-Initiated or dispatch only.



Self and Citizen Initiated Calls By Year



Calls for
Service
by Year

Police Staffing Models

Older Police Staffing Models

- Officers per Capita
- Officers per Count of UCR Offenses
- Minimum Staffing Level

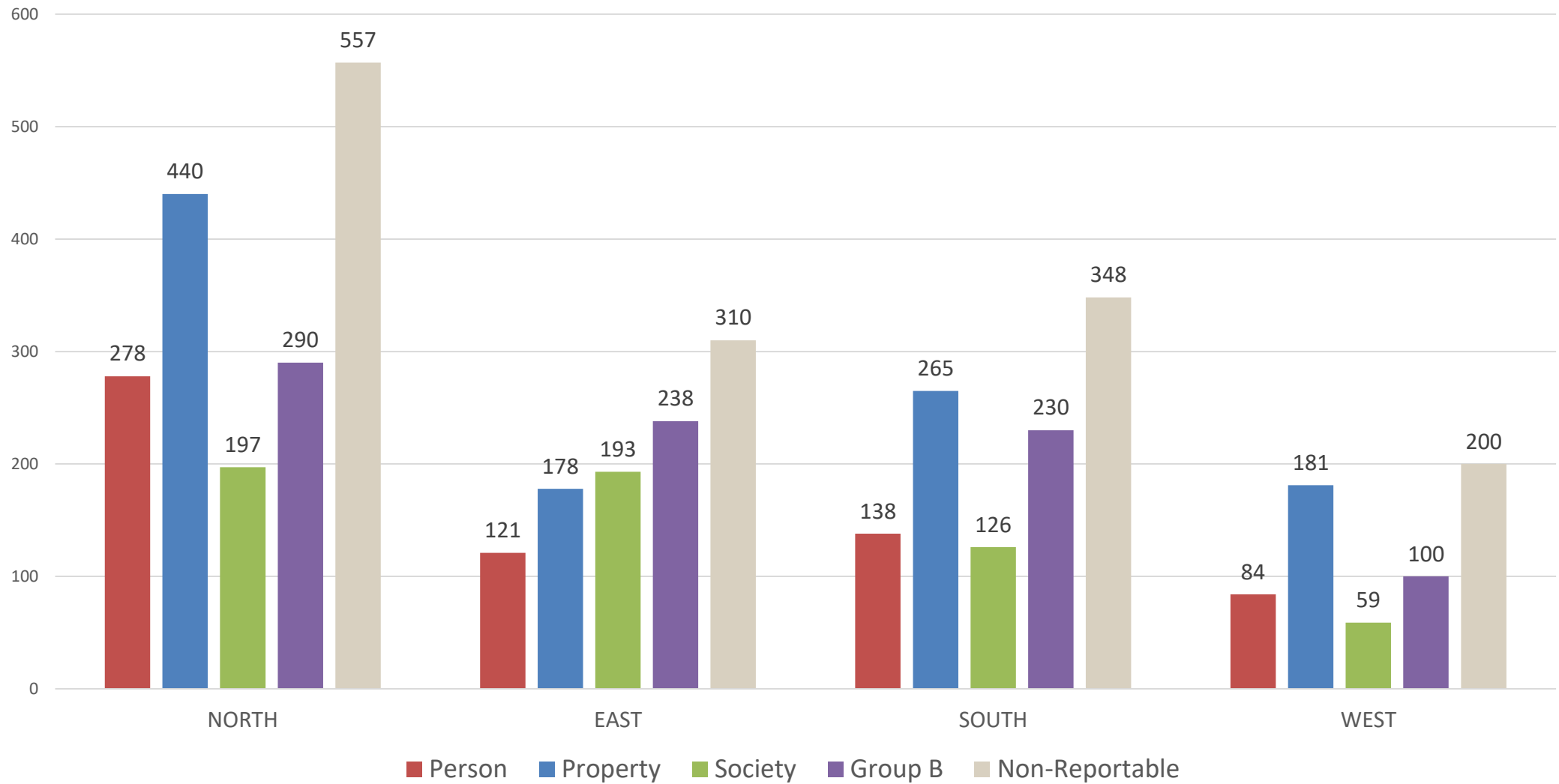
Current Recommended Models

- Workload-Based
- Coverage-Based

Overall, based upon the previous experience of project staff at MCG, a department the size of BPD should generally target an overall proactivity level of 45% as an effective benchmark of patrol coverage.

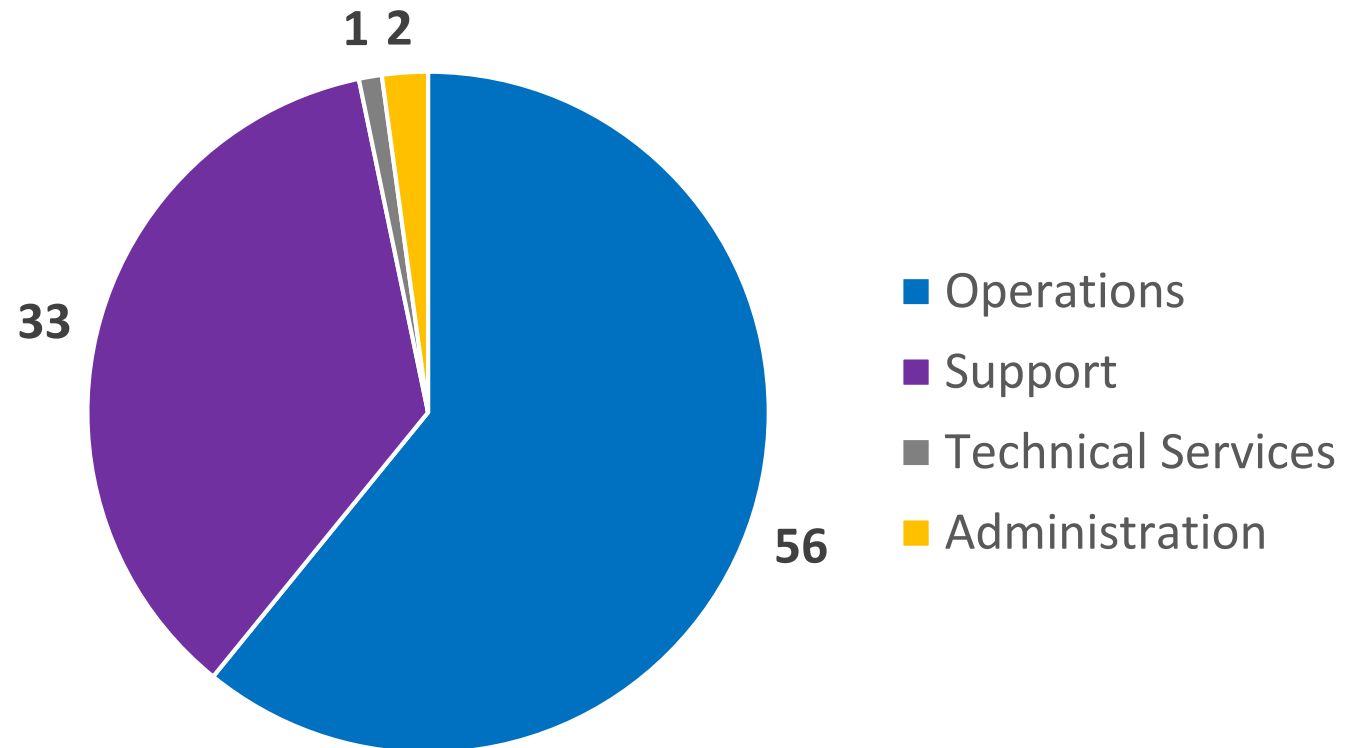
-Matrix Consulting Group

Crime Reports by District

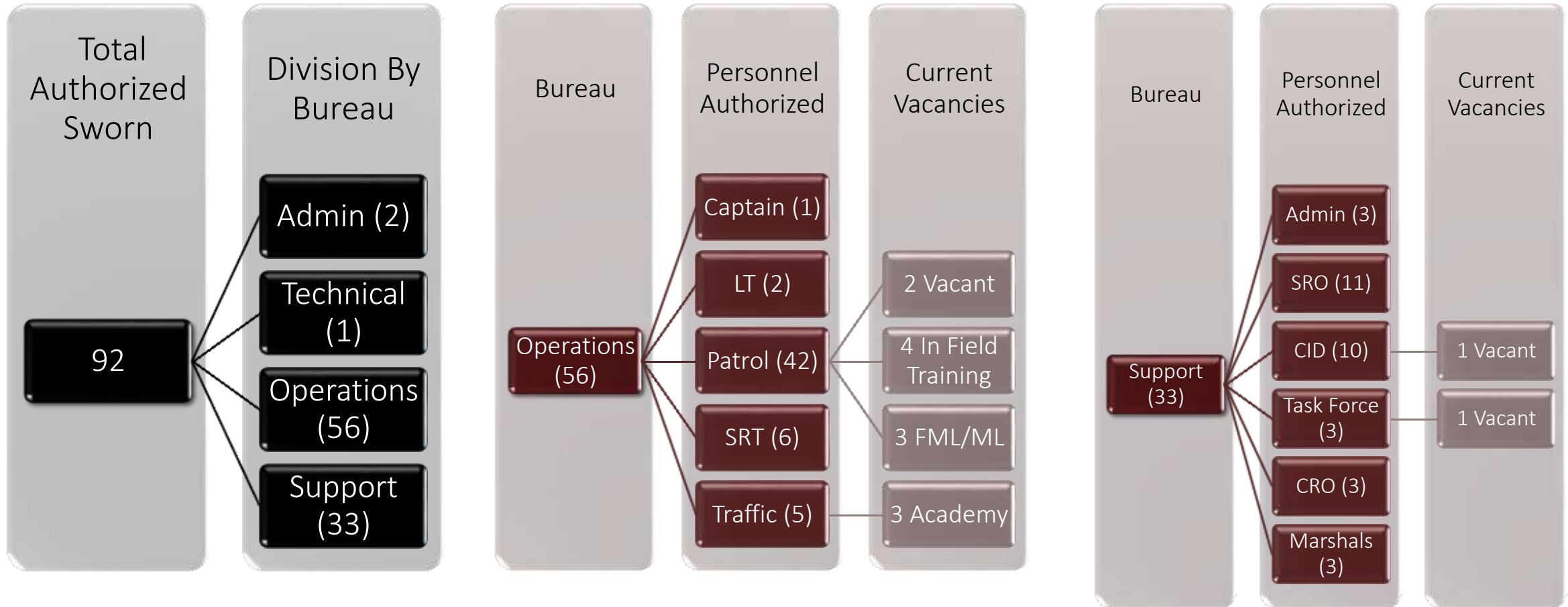


BPD Sworn Personnel

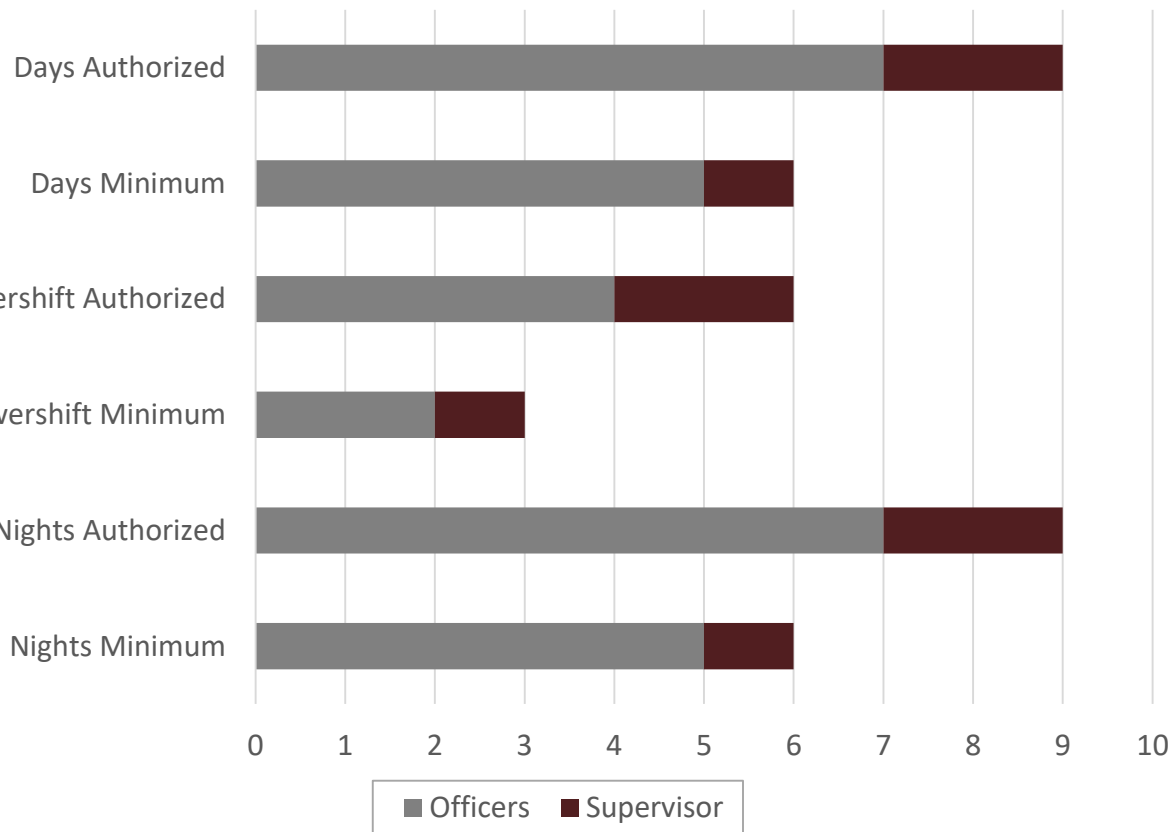
Operations makes up approximately 61% of the police departments sworn personnel.



BPD Sworn Personnel



Patrol Staffing – Authorized / Minimums



Authorized Staffing levels per patrol shift is 7 Officers, 1 Officer In Charge (OIC), and 1 Sergeant.

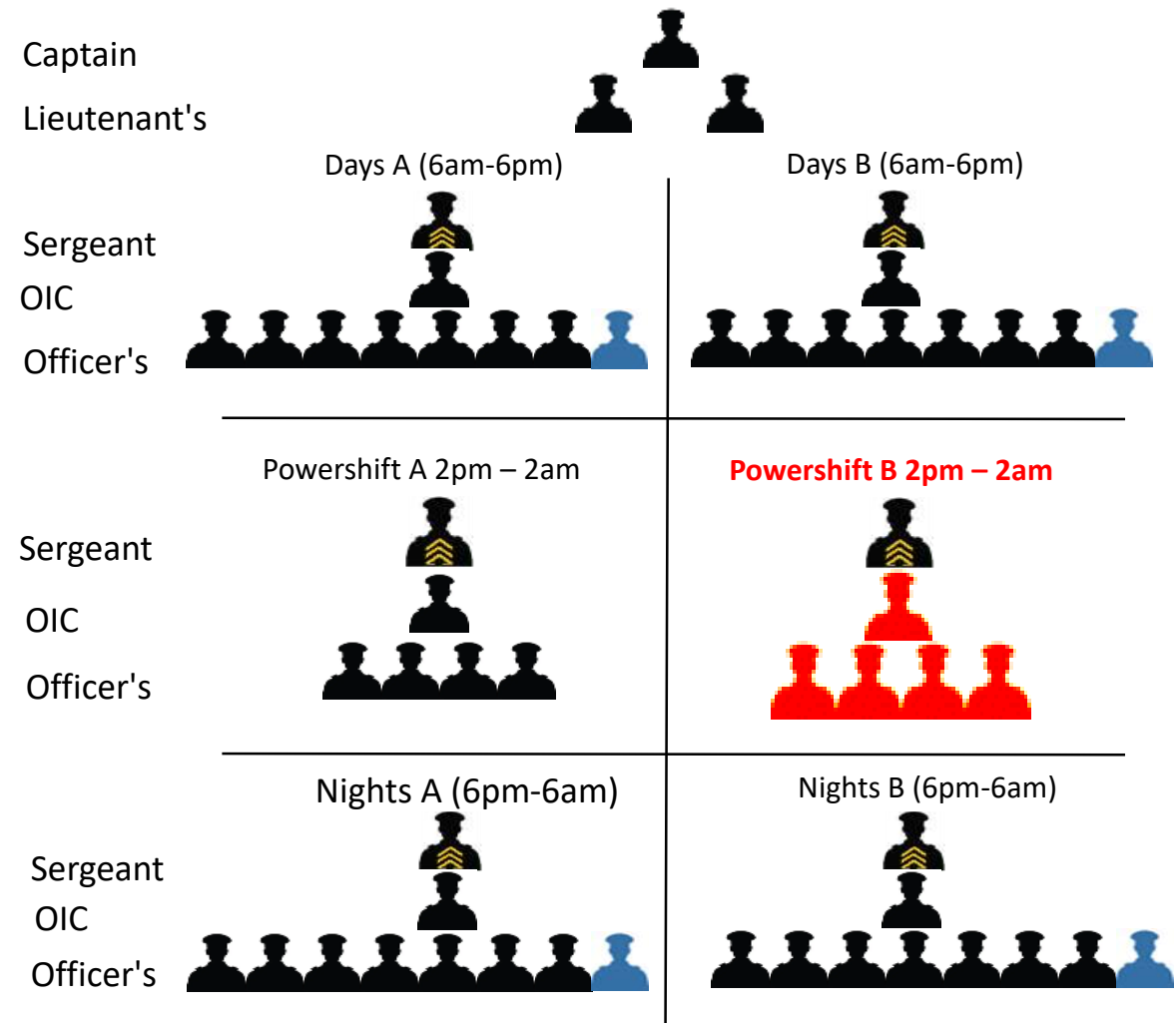
Minimum Staffing per patrol shift is 5 officers and 1 supervisor. **The supervisor can be an OIC or Sergeant.**

Authorized Staffing levels for Powershift is 4 Officers, 1 OIC, and 1 Sergeant.

Minimum Staffing for Powershift is 2 Officers and 1 Supervisor.

(Power shift officers were redeployed to patrol to fill vacancies until adequate staffing could be restored.)

Stopgap Staffing



Personnel Request:

1 – Sergeant (**Traffic Sergeant**)

1 - OIC

8 - Officers (**4 Officers for Powershift B / 4 Officers as Matrix Recommended Overage to be added to the Days and Nights Patrol Shifts.**)

Powershift B allows us to expand coverage to 7 days/week during peak call load.



Added Personnel



Matrix Recommended Officers

