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

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

1. **CALL TO ORDER**

Invocation - Danny Andrews, Senior Adult Director at First Baptist Church Burleson

Pledge of Allegiance to the US Flag

Texas Pledge:

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

2. **PUBLIC PRESENTATIONS**

A. Proclamations

B. Presentations

-Adoptable Shelter Pet (Staff Contact: DeAnna Phillips, Director of Community Services)

-Receive an update from the Burleson Character Council and notification of their upcoming annual luncheon.

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A. Items to be continued or withdrawn.

B. Items to be withdrawn from the Consent Agenda for separate discussion by the City Council, staff, or members of the public in attendance.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

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 approval of the minutes from the January 6, 2025 regular council meeting. *(Staff contact: Monica Solko, Deputy City Secretary)*
- B. Consider and take possible action of a minute order ratifying the 4A Economic Development Board's action taken on the Performance Agreement between The Burleson 4A Economic Development Corporation and American Builder's and Contractor's Supply Company, INC. to support industrial development in the City of Burleson, Texas. *(Staff Contact: Alex Philips, Economic Development Director)*
- C. Consider and take possible action on a minute order ratifying the 4A Economic Development Corporation Board's actions taken on the approval of a Second Amendment to and Restatement of Performance Agreement between the Burleson 4A Economic Development Corporation and 2525 FTG – Tulsa, LLC. (4A020623FTG-Tulsa) for a development located at 700, 708, 712, 714, 716, and 720 SW Wilshire Blvd in Burleson, Texas *(Staff Contact: Alex Philips, Economic Development Director)*
- D. Consider and take possible action on a resolution authorizing a Local On-System Agreement with the Texas Department of Transportation (TxDOT) to improve SW Alsbury Blvd. and NW John Jones Drive intersection. (Project Number 197409) *(Staff Contact: Eric Oscarson, Deputy City Manager)*
- E. Consider and take possible action on a three-year contract with SHI International Corp to renew our Artic Wolf, Security Operations Center as a Service (SOCaaS) through a cooperative purchasing agreement with the Texas Department of Information Resources (DIR) in the amount of \$360,986.66. *(Staff Contact: James Grommersch, Chief Technology Office)*
- F. Consider and take possible action on a resolution approving the annual report for Old Town right-of-way use agreements and city-wide public parking and public sidewalk agreements. *(Staff Contact: Tony McIlwain, Development Services Director)*
- G. Consider and take possible action on a three-year professional services agreement with Dennis Haslam Jr, MD to serve as the Chief Medical Director and Chief Medical Officer for the City of Burleson in the amount of \$180,000. *(Staff Contact: Casey Davis, Fire Chief)*

6. DEVELOPMENT APPLICATIONS

- A.** 2152 SW Wilshire (Case 23-370): Continue a public hearing and consider disapproval of an ordinance for a zoning change request from "A", Agriculture to "PD" Planned Development for Wilshire Urban Village; a townhome and retail development. (First & Final Reading) (*Staff Contact: Tony McIlwain, Development Services Director*) (*The Planning and Zoning Commission recommended disapproval 5 to 3*) (*This item was postponed from the meeting of December 9, 2024*)

7. GENERAL

- A.** Consider and take possible action on a construction contract for RFCSP 2025-001 City Hall Renovation with Tegrity Contractors, Inc, in the amount of \$777,777 for the base bid and \$70,777 for the add alt for a total of \$848,554. (*Staff Contact: Eric Oscarson, Deputy City Manager*)
- B.** Consider and take possible action on a contract with Data Projections via TIPS for advanced technology integration, providing a flexible meeting and workroom space with streaming capabilities and annual support for \$131,953.32. (*Staff Contact: James Grommersch, Chief Technology Office*)

8. LEGISLATIVE - REPORTS AND RELATED ACTION ITEMS

This is a standing item on the agenda of every regular meeting of the City Council that allows the City Council to receive reports, hold discussions, and give staff direction regarding any legislative matters pertaining to the 89th Texas legislative session. Additional action items may be specifically listed below when required.

9. CITY COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS AND REPORTS**10. 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 (1) the deployment, or specific occasions for implementation of security personnel or devices; or (2) a security audit Pursuant to Sec. 551.076**
-Receive a report and hold a discussion regarding an informal security audit of certain city facilities
- D. 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**
-Project Oasis

11. ADJOURN**CERTIFICATE**

I hereby certify that the above agenda was posted on this the 15th of January 2025, by 5:30 p.m., on the official bulletin board at the Burleson City Hall, 141 W. Renfro, Burleson, Texas.



Amanda Campos

City Secretary

ACCESSIBILITY STATEMENT

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

City Council Regular Meeting

DEPARTMENT: City Secretary's Office
FROM: Monica Solko, Deputy City Secretary
MEETING: January 21, 2025

SUBJECT:

Consider approval of the minutes from the January 6, 2025 regular council meeting. (*Staff contact: Monica Solko, Deputy City Secretary*)

SUMMARY:

The City Council duly and legally met on January 6, 2025 for a regular council meeting.

RECOMMENDATION:

- 1) Council may approve the minutes as presented or approve with amendments.

FISCAL IMPACT:

N/A.

STAFF CONTACT:

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

**BURLESON CITY COUNCIL REGULAR MEETING
JANUARY 6, 2025
DRAFT MINUTES**

ROLL CALL

COUNCIL PRESENT:

Victoria Johnson
Phil Anderson
Alexa Boedeker
Chris Fletcher

Dan McClendon
Adam Russell

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
Allen Taylor, City Attorney
Matt Ribitzki, Deputy City Attorney

COUNCIL ABSENT:

Larry Scott

1. CALL TO ORDER – 5:30 p.m.

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

Invocation – Bob Massey, Retired Pastor and Secretary of the Burleson Christian Ministerial Alliance

Pledge of Allegiance to the US Flag

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

2. PUBLIC PRESENTATIONS

A. Proclamations

- None.

B. Presentations

- Receive a report to recognize the selected Employee of the Quarter for the 4th Quarter of 2024 and Employee of the Year 2024. (*Staff Contact: Cheryl Marthiljohni, Director of Human Resources*).

C. Community Interest Items

- Join us, City Fest, Thursday, February 6 from 4:30-7:00 p.m. at the Brick.

- Winter weather preparations
 - Public Works, TxDOT, Police, and Fire are on standby.
 - City facilities have operational generators if needed.
 - Emergency response vehicles are ready.
 - Warming facilities: Brick, Library and Senior Center
 - Staff will work from home Thursday and Friday.
- Condolences to the family of Brandon Bennett, prayers to his family.
- BTX Off Road Rally, Saturday, March 1, 8 a.m., Chisenhall Sports Complex, register is open.

3. **CHANGES TO POSTED AGENDA**

A. Items to be continued or withdrawn

- None.

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

- 5F withdrawn.

4. **CITIZEN APPEARANCES**

- Wanda Bray, 340 Bowden Circle, came forward with concerns of harassment and vandalism at her home and requested help.
- Patti Pace, 10321 CR 1020, came forward with concerns for construction on CR 1020 requesting compromise on the road from 120 feet to 90 feet.
- Frank Pace, 10324 CR 1020, came forward with concerns with construction on CR 1020.
- Bob Massey was in favor of all speakers.

5. **CONSENT AGENDA**

A. Minutes from the December 9, 2024 regular council meeting. (*Staff Contact: Monica Solko, Deputy City Secretary*)

Motion made by Adam Russell and seconded by Victoria Johnson to approve the consent agenda.

Motion passed 6-0, with Larry Scott absent.

B. CSO#5704-01-2025, ordinance designating an approximately 7-acre tract of land (the property is generally described as near the northeast corner of the Vantage Dr. and Conveyor Dr. (FM 917) intersection located in Highpoint Business Park, City of Burleson, Johnson County, Texas) as “Tax Abatement Reinvestment Zone Number 010, City of Burleson” under Chapter 312 of the Texas Tax Code. (*Final Reading*) (*Staff Contact: Alex Philips, Director of Economic Development*)

Motion made by Adam Russell and seconded by Victoria Johnson to approve the consent agenda.

Motion passed 6-0, with Larry Scott absent.

- C. CSO#5705-01-2025, contract for the purchase of eight outdoor warning sirens, Commander One software, and annual maintenance with two one-year optional administrative renewals from Joe Goddard, LLC through a cooperative purchasing agreement with the City of Denton in the amount of \$353,415.35. (Staff Contact: Joe Laster, Emergency Operations Manager)**

Motion made by Adam Russell and seconded by Victoria Johnson to approve the consent agenda.

Motion passed 6-0, with Larry Scott absent.

- D. CSO#5706-01-2025, ordinance appointing Terri Wilson for a two-year term ending December 31, 2026 to serve as Associate Judge for the City of Burleson. (Final Reading) (Staff Contact: Amanda Campos, City Secretary)**

Motion made by Adam Russell and seconded by Victoria Johnson to approve the consent agenda.

Motion passed 6-0, with Larry Scott absent.

- E. CSO#5707-01-2025, resolution supporting grant funding from the Office of the Governor, State of Texas, for a full-time victims' assistance coordinator and execute the CEO/Law Enforcement Certifications and Assurances form. (Staff Contact: Wes Routson, Support Bureau Captain).**

Motion made by Adam Russell and seconded by Victoria Johnson to approve the consent agenda.

Motion passed 6-0, with Larry Scott absent.

- F. CSO#5708-01-2025, interlocal agreement for the operation of the Stop the Offender Program (S.T.O.P.) Special Crimes Unit (SCU) with the County of Johnson and the participating cities of Alvarado, Burleson, Cleburne, and Joshua. (Staff Contact: Billy Cordell, Chief of Police) - REMOVED**

Item 5F was withdrawn.

- G. CSO#5709-01-2025, Cooperative Purchasing Agreement with Mansfield Oil Company of Gainesville through an Inter-local Purchasing Agreement with City of Fort Worth for motor fuel in the amount of \$350,000.00. (Staff Contact: Errick Thompson, Director of Public Works)**

Motion made by Adam Russell and seconded by Victoria Johnson to approve the consent agenda.

Motion passed 6-0, with Larry Scott absent.

- H. CSO#5710-01-2025, settlement and release agreement with Mark Eder. (Staff Contact: Matt Ribitzki, Sr. Deputy City Attorney/Director of Legal Services)**

Motion made by Adam Russell and seconded by Victoria Johnson to approve the consent agenda.

Motion passed 6-0, with Larry Scott absent.

- I. CSO#5711-01-2025, settlement and release agreement with Demetria Wiley. (Staff Contact: Matt Ribitzki, Sr. Deputy City Attorney/Director of Legal Services)**

Motion made by Adam Russell and seconded by Victoria Johnson to approve the consent agenda.

Motion passed 6-0, with Larry Scott absent.

- J. CSO#5712-01-2025, resolution approving a settlement participation form to participate in the settlement of the State of Texas opioid litigation through the Texas Attorney General's Office with retailer Kroger and authorizing the City Manager to execute all necessary documents in connection with the same. (Staff Contact: Matt Ribitzki, Sr. Deputy City Attorney/Director of Legal Services)**

Motion made by Adam Russell and seconded by Victoria Johnson to approve the consent agenda.

Motion passed 6-0, with Larry Scott absent.

- K. CSO#5713-01-2025, construction contract with Northstar Construction LLC for Sidewalk Program FY23 at Pleasant Manor Ave in the amount of \$72,593.00. (ST2360) (Staff Presenter: Eric Oscarson, Deputy City Manager)**

Motion made by Adam Russell and seconded by Victoria Johnson to approve the consent agenda.

Motion passed 6-0, with Larry Scott absent.

- L. CSO#5714-01-2025, contract amendment with Tyler Technologies for maintenance and support of their Incode software for 3 years in the amount of \$125,594. (Staff Contact: Hugo Rodriguez, Deputy Chief Technology Officer)**

Motion made by Adam Russell and seconded by Victoria Johnson to approve the consent agenda.

Motion passed 6-0, with Larry Scott absent.

5. CONSENT AGENDA - REMOVED

- F. CSO#5708-01-2025, interlocal agreement for the operation of the Stop the Offender Program (S.T.O.P.) Special Crimes Unit (SCU) with the County of Johnson and the participating cities of Alvarado, Burleson, Cleburne, and Joshua. (Staff Contact: Billy Cordell, Chief of Police) - REMOVED**

Item 5F was withdrawn.

District Attorney Good, came forward and expressed concern that the bylaws were changed to remove the District Attorney as Chair of the Stop the Offender Program (S.T.O.P.) Special Crime Unit (SCU).

6. REPORTS AND PRESENTATIONS

A. Receive a report, hold a discussion, and provide staff direction regarding proposed fees and service changes associated with the solid waste program. (Staff Contact: *Richard Abernethy, Administrative Services Director*)

Richard Abernethy, Administrative Services Director, presented the proposed fees and service changes associated with the solid waste program (Waste Connections) to the city council.

Discussion included current services, procurement process, rate comparisons, carts to replace bag collection, advantages of closed commercial market, advantage of at-home household hazardous waste program and options.

Option 1 - Make no changes and keep the current service.

- Annual rate adjustments have no “cap”.
- Contract language contains no penalties for service lapses.

Option 2 - Accept the Amended Contract and leave garbage collection as is; no change to Commercial Market.

- Amended Extension Agreement goes into effect immediately.

Option 3 - Change to Cart Options (Open or Closed Market)

- Residential changes and new rates take effect in Q4 2025.

- If the City selects a closed commercial market, it has the franchise authority to require businesses to transition from their current vendor contracts to Waste Connections. To mitigate this and ensure a smooth transition, businesses will have 12 months to fulfill their existing contracts. Waste Connections will assume full market service in Q1 2026.

Phillip Sanders, 900 Warbler Court, came forward and was against moving to carts from bags.

After a brief discussion and questions from Council, they were in favor of changing to carts, once a week service and incorporating hazardous waste to price. Council also requested to look into the cost difference on recycling size bins.

7. GENERAL

A. CSO#5715-01-2025, professional service contract with Freese and Nichols, Inc. for the development and analysis of a street maintenance fee. (Staff Contact: *Justin Scharnhorst, Deputy Director of Public Works*)

Justin Scharnhorst, Deputy Director of Public Works, presented items 7A and 7B as on one presentation but voted on separately to the city council.

Motion made by Adam Russell and seconded by Dan McClendon to approve combining both.

Motion passed 6-0, with Larry Scott absent.

B. CSO#5716-01-2025, professional service contract with Freese and Nichols, Inc. for the development and analysis of a stormwater utility fee. (Staff Contact: Justin Scharnhorst, Deputy Director of Public Works)

Motion made by Phil Anderson and seconded by Alexa Boedeker to approve.

Motion passed 6-0, with Larry Scott absent.

C. CSO#5717-01-2025, 12-month sole source purchasing agreement with Asterra USA for water and wastewater leak detection in the amount of \$73,500.00. (Staff Contact: Errick Thompson, Director of Public Works)

Errick Thompson, Director of Public Works, presented a professional service contract to the city council.

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

Motion passed 6-0, with Larry Scott absent.

8. LEGISLATIVE - REPORTS AND RELATED ACTION ITEMS

This is a standing item on the agenda of every regular meeting of the City Council that allows the City Council to receive reports, hold discussions, and give staff direction regarding any legislative matters pertaining to the 89th Texas legislative session. Additional action items may be specifically listed below when required.

- None.

9. CITY COUNCIL REQUESTS AND FUTURE AGENDA ITEMS AND REPORTS

- None.

10. 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

- Chapter 380 and Economic Development and Performance Agreement for Public and Private Improvements in Tax Increment Financing Reinvestment Zone Number Two dated on or about December 14, 2020, between the city of Burleson, the Burleson 4A Economic Development Corporation, the Tax Increment Financing Reinvestment Zone Number Two, and BTX Old Town, LLC

- Interlocal Agreement with Johnson County regarding the jurisdiction of plat approval in the City's extraterritorial jurisdiction dated on or about November 15, 2019
- Petition for Water Service and Sanitary Sewer Service for the proposed Southard Farms Municipal Utility District No. 2 of Johnson County, being 284.317 acres in the extraterritorial jurisdiction of the City of Burleson
- Resolution R-1162-09, Policy for Naming Municipal Property, including City facilities, real property, and streets

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

- Certain parcels of real property for the expansion of the intersection of Alsbury Boulevard and SW Hulen St in Johnson County, Texas where deliberation in open session would have a detrimental effect on the position of negotiations with third parties
- Certain parcels of real property for the expansion of County Road 1020 in Johnson County, Texas where deliberation in open session would have a detrimental effect on the position of negotiations with third parties
- Certain parcels of real property necessary for a 12" waterline extension to the Mountain Valley Lakes Subdivision generally near such subdivision in Johnson County, Texas where deliberation in open session would have a detrimental effect on the position of negotiations with third parties
- Certain parcels of real property necessary for drainage and water detention on and around County Road 1019 near its intersection with FM 1902 in Johnson County, Texas where deliberation in open session would have a detrimental effect on the position of negotiations with third parties
- Certain parcel of real property being commonly known as 113 S Wilson St, 106 S Wilson St, 116 W Ellison St, and 114 W Ellison St in Burleson, Johnson County, Texas
- Certain parcel of real property being an approximately ninety-acre tract of real property commonly known as 295 E Hidden Creek Pkwy and 555 E Hidden Creek Pkwy, Burleson, Johnson County, Texas
- Certain parcel of real property being commonly known as 2140 SW Hulen Street in Burleson, Johnson County, Texas
- Certain parcel of real property being commonly known as 2270 SW Hulen Street in Burleson, Johnson County, Texas
- Certain parcel of real property being commonly known as 1303 SW Alsbury Blvd in Burleson, Johnson County, Texas

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

- Project Mario Brothers
- Project Birdie
- Project Jump
- Project Facelift

Motion was made by Adam Russell and seconded by Victoria Johnson to convene into executive session. **Time: 7:21 p.m.**

Motion passed 6-0, with Larry Scott absent.

Motion was made by Adam Russell and seconded by Victoria Johnson to reconvene into open session. **Time: 9:28 p.m.**

Motion passed 6-0, with Larry Scott absent.

11. **ADJOURNMENT**

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

Mayor Chris Fletcher adjourned the meeting.

Time: 9:29 p.m.

Monica Solko
Deputy City Secretary

City Council Regular Meeting

DEPARTMENT: Economic Development
FROM: Alex Philips, Economic Development Director
MEETING: January 21, 2025

SUBJECT:

Consider approval of a minute order ratifying the 4A Economic Development Board's action taken on the Performance Agreement between The Burleson 4A Economic Development Corporation and American Builder's and Contractor's Supply Company, INC. to support industrial development in the City of Burleson, Texas. *(Staff Contact: Alex Philips, Economic Development Director)*

SUMMARY:

ABC Supply has been in business since 1982 and they have become North America's largest wholesale distributor of roofing supplies. Plus, one of the largest distributors of siding, windows and other select exterior and interior building products, tools and related supplies.

Their mission and values were developed with the understanding that it is ultimately *not* about them. Instead, it's about empowering their associates to serve the real-world business needs of contractors. Their stated mission is to be the biggest, best and easiest service company distributing select exterior and interior building products. They are recognized as an employee-first company producing world-class associate engagement, customer engagement and financial results.

The City has received a proposal for an expansion of ABC Supply. The expansion will include new parking for trucks and trailers, fencing that conforms with the City of Burleson standards as well as the addition of 6 new full-time employees. This expansion will increase sales tax collections from ABC Supply 20%-30% annually.

To encourage the expansion, the EDC desires to incentivize ABC Supply per full time job that is added to the company payroll. The EDC has determined and found that the project is suitable to develop new or expanded business in the community. The EDC, which has determined that substantial economic benefit and the creation of new opportunities of employment will accrue to City as a result of the project being located in the City, and desires to have ABC Supply to construct and operate in the City. The project will increase the taxable value in the City and will directly and indirectly result in the creation of additional jobs throughout the City and the value of the benefits of the project is anticipated to outweigh the amount of expenditures required of the EDC by the project under this Agreement.

RECOMMENDATION:

Approve a resolution ratifying the 4A Economic Development Board's action taken on the Performance Agreement between The Burleson 4A Economic Development Corporation and American Builder's and Contractor's Supply to support industrial development in the City of Burleson, Texas.

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

N/A

REFERENCE:

Insert CSO# if applicable
Insert resolution or ordinance change

FISCAL IMPACT:

Project can be funded from the 4A fund. This will be included in the mid-year budget adjustment.

STAFF CONTACT:

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



ABC Supply Co., Inc.

BURLESON 4A ECONOMIC DEVELOPMENT

JANUARY 21, 2025

American Builder's & Contractor's Supply Co. Inc.

- Primarily roofing materials supply
- Top 10 sales taxpayer within the City of Burleson
- Located on John Jones near Alsbury
- Storage is at capacity
- Lack of parking creates safety concern
 - 18 wheeler deliveries stack up on John Jones
 - Customers have been carted from Church of Christ
- Front of business is currently not ideal, and the current fence is legal non-conforming



Front of Burleson Location



American Builder's & Contractor's Supply Co. Inc.

- ABC would like to expand their storage and parking area
- Building standards require the new fence to be masonry and an appropriate height to provide screening
- ABC has not proceeded due to the prohibitive cost to build to current standards
- With expanded storage and parking, ABC estimates 25%-30% increase in sales and need for 6 new FTE



ABC Supply Obligations

- ABC has proposed an eight foot precast concrete fence and paved parking lot
- The intent is to conform to current building standards
- Commence construction within 45 days after the effective date of the masonry screening fence.
- Commence construction on the expansion of the parking lot and the pouring of the additional concrete for parking within 45 days after the effective date.
- Complete construction of the project within 180 after the effective date.
- Hire six (6) new Full Time Employees by December 31, 2026, with a minimum retention period of one (1) year.

Total approximate cost of the project is \$600,000



EDC Incentives

- Once ABC Supply satisfies all performance conditions and obligations under this Agreement, the EDC agrees to the following:
 - Upon the hiring of six (6) new Full Time Employees, BEDC shall issue ABC Supply a cash grant in the amount of Sixty Thousand Dollars (\$60,000) per employee with a cap on the grant amount of Three Hundred and Sixty Thousand Dollars (\$360,000)

If any of the Full Time Employees separates from employment for any reason, ABC Supply shall be permitted to replace such Full Time Employee that has been separated from employment and receive credit for the combined employment terms of such duplicate Full Time Employee.



Project Proforma

Project ABC 6 Jobs	2025 Year 1	2026 Year 2	2027 Year 3	2028 Year 4	2029 Year 5	2030 Year 6	2031 Year 7	2032 Year 8	2033 Year 9	2034 Year 10	2044 Year 20
CAPEX	\$ 595,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Appraised Value (70% of CAPEX)	\$ 416,500.00	\$ 428,995.00	\$ 441,864.85	\$ 455,120.80	\$ 468,774.42	\$ 482,837.65	\$ 497,322.78	\$ 512,242.46	\$ 527,609.74	\$ 543,438.03	\$ 730,335.27
Revenue											
4A Sales Tax	\$ -	\$ -	\$ 67,500.00	\$ 69,525.00	\$ 71,610.75	\$ 73,759.07	\$ 75,971.84	\$ 78,251.00	\$ 80,598.53	\$ 83,016.49	\$ 111,567.22
GF Sales Tax	\$ -	\$ -	\$ 135,000.00	\$ 139,050.00	\$ 143,221.50	\$ 147,518.15	\$ 151,943.69	\$ 156,502.00	\$ 161,197.06	\$ 166,032.97	\$ 223,134.43
Property Tax	\$ 2,634.36	\$ 2,713.39	\$ 2,794.80	\$ 2,878.64	\$ 2,965.00	\$ 3,053.95	\$ 3,145.57	\$ 3,239.93	\$ 3,337.13	\$ 3,437.25	\$ 4,619.37
Expenses											
Performance	\$ (120,000.00)	\$ (240,000.00)									
Annual	\$ (117,365.64)	\$ (237,286.61)	\$ 205,294.80	\$ 211,453.64	\$ 217,797.25	\$ 224,331.17	\$ 231,061.10	\$ 237,992.93	\$ 245,132.72	\$ 252,486.70	\$ 339,321.02
Cumulative		\$ (354,652.24)	\$ (149,357.45)	\$ 62,096.19	\$ 279,893.44	\$ 504,224.60	\$ 735,285.70	\$ 973,278.64	\$ 1,218,411.36	\$ 1,470,898.06	\$ 4,452,209.47

Projected Sales \$ 13,500,000.00 \$ 13,905,000.00 \$ 14,322,150.00 \$ 14,751,814.50 \$ 15,194,368.94 \$ 15,650,200.00 \$ 16,119,706.00 \$ 16,603,297.18 \$ 22,313,443.04

Questions / Comments

Alex Philips
Economic Development Director
aphilips@burlesontx.com
(817) 426-9613

**PERFORMANCE AGREEMENT BETWEEN THE BURLESON 4A ECONOMIC
DEVELOPMENT CORPORATION AND AMERICAN BUILDERS & CONTRACTORS
SUPPLY CO. INC.**

This Performance Agreement (this "Agreement") is entered into as of _____ (the "Effective Date") by and between the Burleson 4A Economic Development Corporation, a Texas municipal development corporation located in the City of Burleson, Texas ("BEDC"), acting by and through the President of its Board of Directors (the "BEDC Board"), and American Builders & Contractors Supply Co. Inc., ("ABC Supply"), a roofing material supply corporation, by and through its authorized managers. BEDC and ABC Supply may be referred to individually as "Party," or collectively as the "Parties."

WITNESSETH:

WHEREAS, the BEDC and the City of Burleson, Texas ("City"), a home rule municipal corporation located in the counties of Johnson and Tarrant, desires to facilitate the expansion and improvement of ABC Supply's storage and parking area; and

WHEREAS, ABC Supply is a for-profit company that specializes in roofing materials supply; and

WHEREAS, ABC Supply seeks to improve their property by constructing a masonry fence to comply with City screening ordinances and expanding the parking lot for additional employee and truck parking (the "Project"), located in the city limits of the City, generally located at 1075 NW John Jones Drive, Burleson, TX 76028 (the "Property"), and depicted on **Exhibit A** attached hereto; and

WHEREAS, the Property is not owned or leased by any member of the Burleson City Council, any member of the BEDC Board, nor any member of the City Planning and Zoning Commission; and

WHEREAS, the BEDC Board finds and determines that the incentives contemplated in this Agreement constitute a "project" as defined by the Development Corporation Act, codified in Subtitle C-1 of Title 12 of the Texas Local Government Code, in Section 501.101, in that expenditures are for land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements that are for the creation or retention of primary jobs and required or suitable for the development, retention, or expansion of regional facilities; and

WHEREAS, the BEDC has determined that substantial economic benefit and the creation of new opportunities of employment will accrue to the City as a result of the Project being located in the City, and desires to have ABC Supply expand their storage and parking area, and construct a new masonry fence that will conform to the Code of Ordinances, City of Burleson, Texas; and

WHEREAS, the Project will increase the taxable value in the City and will directly and indirectly result in the creation of additional jobs throughout the City and the value of the benefits of the Project is anticipated to outweigh the amount of expenditures required of the BEDC by the Project under this Agreement; and

WHEREAS, the BEDC has found the Project will contribute to an increase in economic development in the City.

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

ARTICLE 1.
AUTHORIZATION, RECITALS, AND EXHIBITS

- 1.01 Authorization. The BEDC Board finds and determines that this Agreement is authorized by Chapters 501 and 504 of the Texas Local Government Code, and that that the incentives contemplated in this Agreement constitute a “project” as defined by the Development Corporation Act, codified in Subtitle C-1 of Title 12 of the Texas Local Government Code, in Sections 501.101 and 501.103.
- 1.02 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.
- 1.03 Exhibits. The exhibit attached to this Agreement, incorporated herein by reference for all purposes, is as follows:

Exhibit A – Property Location with Project Improvements Depicted

ARTICLE 2.
DEFINITIONS

- 2.01 The terms “Agreement,” “BEDC,” “BEDC Board,” “City,” “ABC Supply,” “Effective Date,” “Project,” and “Property,” shall have the meanings provided above.
- 2.02 “Affiliate” means a parent company or wholly owned subsidiary entity that directly controls, is controlled by, or is under common control with ABC Supply.

- 2.03 "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 ABC Supply is authorized to secure full utility service and permit occupancy of the building.
- 2.04 "City Council" means the City Council of the City.
- 2.05 "Commence Construction" means the beginning of construction in earnest on the Project with: (1) a signed contract with a general contractor or construction company to construct the improvements, and (2) clearing of the portion of the Property for the improvements.
- 2.06 "Complete Construction" means the completion of construction on the improvements, and the issuance of a Certificate of Occupancy for the Project.
- 2.07 "Event of Bankruptcy" means the dissolution or termination of ABC Supply's existence as a going business, insolvency, appointment of receiver for any part of ABC Supply's property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against ABC Supply and such proceeding is not dismissed within ninety (90) days after the filing thereof.
- 2.08 "Full Time Employee" means a job requiring a minimum of One Thousand Nine Hundred Twenty (1,920) hours of work averaged over a twelve (12) month period.
- 2.09 "Impositions" mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on Developer or any property or any business owned by ABC Supply within the City.
- 2.10 "Interest" means the interest rate the City is paying on the most recent issuance of bonded indebtedness prior to the receipt of a notice of violation or default hereunder.
- 2.11 "Incentives" mean the combined contributions, monetary or otherwise, of the BEDC toward completion of the Project, as set forth in this Agreement.
- 2.12 "Party" means BEDC or ABC Supply, individually.

- 2.13 "Parties" mean BEDC or ABC Supply, collectively.
- 2.14 "Qualified Job" means a Full Time Employee in the following sector of the North American Industry Classification System ("NAICS"): 48-49 – Transportation and Warehousing.

ARTICLE 3. **TERM**

The Term of this Agreement shall commence on the Effective Date and terminate on December 31, 2026, unless terminated earlier as provided in Article 9.

ARTICLE 4. **IN GENERAL**

- 4.01 The Project and Qualified Jobs. ABC Supply will be primarily responsible for constructing the Project. Additionally, it is the Parties' intent that the Project will result in the creation of six (6) new Qualified Jobs. The BEDC will provide the Incentives set forth in this Agreement provided ABC Supply complies with its performance conditions and obligations set forth herein.
- 4.02 BEDC Participation. The BEDC's obligations under this Agreement shall not exceed the sum of Three Hundred and Sixty Thousand Dollars (\$360,000.00) for all obligations set forth herein, including all Incentives. The BEDC authorizes the city manager to allocate such funds as permitted by law and necessary to meet the BEDC obligations set forth in this Agreement.

ARTICLE 5. **COVENANTS OF ABC SUPPLY**

- 5.01 Covenants Regarding the Project and ABC Supply Operations. In consideration of BEDC agreeing to pay ABC Supply the Incentives or otherwise expending Incentive amounts in accordance with the terms, provisions, and conditions of this Agreement, ABC Supply agrees to the following which are duties of ABC Supply that must be fulfilled in order to receive the Incentives:
- (A) Commence Construction within forty-five (45) days after the Effective Date, on a masonry screening fence that complies with City ordinances on the Property and complete construction of the Project within 180 days after the Effective Date.
 - (B) Commence Construction on the expansion of the parking lot on the Property by pouring additional concrete for employee and truck parking within 45 days after the Effective Date..

- (C) Complete Construction for the Project within 180 days after the Effective Date.
 - (D) Hire six (6) new Full Time Employees by December 31, 2026, with a minimum retention period of one (1) year. If any of the Full Time Employees separates from employment for any reason, ABC Supply shall be permitted to replace such Full Time Employee that has been separated from employment and receive credit for the combined employment terms of such duplicate Full Time Employee.
- 5.02 Verification of Project Completion. Within thirty (30) days of the date construction is complete, ABC Supply shall provide written notice of such completion to the BEDC.
- 5.03 Verification of Full Time Employees and Qualified Jobs Information. In verifying milestones related to Full Time Employees and Qualified Jobs, ABC Supply's written documentation to the BEDC shall include the names of the employees, number of employees, job titles, average salary, full time status of employees, and NAICS classification numbers.
- 5.04 Impositions. ABC Supply shall remain current and paid on all Impositions, subject to appeal rights in accordance with law and subject to a right to cure any delinquency.

ARTICLE 6.
COVENANTS AND INCENTIVES OF BEDC

- 6.01 Covenants Regarding BEDC. Subject to ABC Supply satisfying all performance conditions and obligations under this Agreement, the BEDC agrees that upon the hiring of six (6) new Full Time Employees, BEDC shall issue ABC Supply a cash grant in the amount of Sixty Thousand Dollars (\$60,000) per employee with a cap on the grant amount of Three Hundred and Sixty Thousand Dollars (\$360,000).

ARTICLE 7.
PERFORMANCE BY AFFILIATE, DESIGNEE, OR OTHER QUALIFIED PARTY

Performance by an Affiliate, designee, or other qualified party, which ABC Supply has authorized to perform, shall be deemed performance by ABC Supply.

ARTICLE 8.
AUTHORITY; COMPLIANCE WITH LAW

- 8.01 ABC Supply hereby represents and warrants to BEDC 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 ABC Supply and this Agreement

constitutes the legal, valid, and binding obligation of ABC Supply, and is enforceable in accordance with its terms and provisions.

- 8.02 BEDC hereby represents and warrants to ABC Supply 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 the BEDC, and upon the approval of this Agreement by the City Council, this Agreement will constitute the legal, valid, and binding obligation of BEDC, and is enforceable in accordance with its terms and provisions.
- 8.03 In its performance under this Agreement, ABC Supply shall comply with all federal, state, and local laws.
- 8.04 During the term of this Agreement, ABC Supply agrees not to knowingly employ any undocumented workers at the Project and, if convicted of a violation under 8 U.S.C. Section 1324a(f), ABC Supply shall repay the amount of the Incentives received by ABC Supply as of the date of such violation within one hundred and twenty (120) business days after the date ABC Supply is notified by the BEDC of such violation, plus Interest. This Section shall supersede any other conflicting term in this Agreement and shall survive termination of the Agreement.

ARTICLE 9. **TERMINATION**

- 9.01 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 BEDC to ABC Supply if ABC Supply experiences an Event of Bankruptcy;
 - (D) On the date of termination set forth in a written notice by BEDC to ABC Supply if ABC Supply has delinquent Impositions (provided that ABC Supply retains the right to timely and properly protest and/or contest any such taxes), and such delinquent Impositions are not paid within ninety (90) days after the BEDC sends notice to ABC Supply; 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.
- 9.02 No Additional Incentives Following Termination. In the event this Agreement is terminated by the BEDC pursuant to Section 9.01, then ABC Supply shall not be entitled to any additional Incentive payments or other funds paid pursuant to this Agreement from BEDC and the BEDC shall have no further obligation to ABC Supply.
- 9.03 False Representation or Falsification of Documentation. In the event this Agreement is terminated by the BEDC pursuant to Section 9.01(B) because ABC Supply has provided any false representation or provides any false documentation of investments, jobs, enrollment, costs, or achievement of any milestone or requirement under this Agreement, then ABC Supply shall, within thirty (30) days of the date of termination, return to the BEDC any funds received by ABC Supply related to such false representation or report with Interest from the date of termination. The terms set forth in this Section shall survive termination.
- 9.04 Limitation of Liability. Notwithstanding any provision of this Agreement to the contrary, in no event shall BEDC be liable to ABC Supply 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 9.04 shall survive termination.
- 9.05 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 authorized representatives of the Parties and approved by the City Council.

ARTICLE 10.
RIGHT OF OFFSET

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

ARTICLE 11.

MANDATORY STATUTORY CERTIFICATIONS

11.01 By executing this Agreement, ABC Supply warrants, agrees, verifies, and certifies that it does not and, during the duration of this Agreement, will not:

- (A) Boycott Israel as that term is defined in Texas Government Code Section 808.001 and Chapter 2271, as amended;
- (B) Do business with Iran, Sudan, or a foreign terrorist organization, as defined in Texas Government Code Chapter 2270, as amended;
- (C) Boycott energy companies as defined in Texas Government Code Section 809.001 and Chapter 2274, as amended;
- (D) Discriminate against a firearm trade association as defined in Texas Government Code Chapter 2274, as amended; or
- (E) Operate as a foreign owned or controlled company in connection with a critical infrastructure project as defined in Texas Government Code Chapter 2275, as amended.

11.02 By executing this Agreement, ABC Supply warrants, agrees, verifies, and certifies that, to the best of its knowledge and belief, no member of City Council, city manager, deputy city manager, city secretary, department heads, or deputy department heads of the City has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof, in violation of Section 132 of the Home Rule Charter of the City.

ARTICLE 12.

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 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 13.
FORCE MAJEURE**

Performance of ABC Supply's obligations under this Agreement shall be subject to extension due to delay by reason of events of force majeure, and ABC Supply's obligations shall be abated during any period of force majeure. Force majeure shall include, without limitation, acts of God, damage or destruction by fire or other casualty, condemnation, strike, lockout, civil disorder, war, disease outbreak, pandemic or epidemic, States of Emergency, delaying or withholding of the issuance of any permit and/or legal authorization (including engineering approvals) by any governmental entity, unexpected delays in governmental approvals and permits, shortage or delay in shipment of materials or fuel occasioned by any event referenced herein, labor shortages, delays caused by government action; acts of nature, unusually adverse weather or wet soil conditions or other causes beyond the Parties' reasonable control, including but not limited to, any court order or judgment affecting the ABC Supply performance, the Property, or this Agreement.

**ARTICLE 14.
GIFT TO PUBLIC SERVANT OR TO ABC SUPPLY REPRESENTATIVE**

- 14.01 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.
- 14.02 Right of Reimbursement. Notwithstanding any other legal remedies, BEDC may obtain reimbursement for any expenditure made to ABC Supply as a result of the improper offer, agreement to confer, or conferring of a benefit to a City employee or official or a BEDC employee or official.

**ARTICLE 15.
ASSIGNMENT**

- 15.01 Assignment. ABC Supply may not assign any part of this Agreement without consent or approval by the BEDC.

**ARTICLE 16.
INDEMNIFICATION**

- 16.01 **ABC SUPPLY EXPRESSLY AGREES TO FULLY AND COMPLETELY DEFEND, INDEMNIFY, AND HOLD HARMLESS THE BEDC, AND ITS OFFICERS AND EMPLOYEES, AND THE CITY, AND ITS OFFICERS AND EMPLOYEES, AGAINST ANY AND ALL CLAIMS, LAWSUITS, LIABILITIES,**

JUDGMENTS, COSTS, AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM, DAMAGES OR LIABILITY FOR WHICH RECOVERY OF DAMAGES IS SOUGHT (COLLECTIVELY, "LOSSES"), SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY ANY NEGLIGENT, GROSSLY NEGLIGENT, WRONGFUL, OR STRICTLY LIABLE ACT OR OMISSION OF ABC SUPPLY OR ITS AGENTS, EMPLOYEES, OR CONTRACTORS, ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT; NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL ABC SUPPLY BE RESPONSIBLE FOR, NOR SHALL ITS INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS SECTION 16.01 EXTEND TO, ANY LOSSES ARISING OUT OF OR OCCASIONED BY THE ACTS OR OMISSIONS OF THE BEDC, AND ITS OFFICERS AND EMPLOYEES, OR THE CITY, AND ITS OFFICERS AND EMPLOYEES, THAT CONSTITUTE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. Nothing in this Section may be construed as waiving any governmental immunity available to the City under state law. This provision is solely for the benefit of ABC Supply, BEDC, and the City and is not intended to create or grant any rights, contractual or otherwise, in or to any other person.

- 16.02 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 and BEDC (including its past, present, and future officers, elected officials, directors, employees, and agents of the City and BEDC) do not assume any responsibility to any third party in connection with ABC Supply's construction of the Project.

ARTICLE 17. MISCELLANEOUS MATTERS

- 17.01 Time is of Essence. Time is of the essence in the performance of 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.
- 17.02 Agreement Subject to Law. This Agreement is made subject to and in accordance with the Burleson Home Rule Charter and ordinances of City, as amended, and all applicable state and federal laws.
- 17.03 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.

- 17.04 Counterparts Deemed Original; Electronic Signatures. 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. Any .pdf format or other electronic transmission of any signature of a signatory shall be deemed an original and shall bind such signatory.
- 17.05 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.
- 17.06 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.
- 17.07 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 therefor; (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 (1) business day after depositing with such an overnight courier service, or (c) two (2) 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 Section.

ABC Supply: American Builders & Contractors
Supply Co. Inc.
One ABC Parkway
Beloit, WI 53511
Attn: ABC Legal Department

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

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

BEDC: Burleson 4A Economic Development Corporation
Attn: Economic Development Director
141 West Renfro
Burleson, Texas 76028

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

- 17.08 Amendment. This Agreement may only be amended by the mutual written agreement of the Parties.
- 17.09 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.
- 17.10 Approval by the City Council Required. The BEDC's action to enter into this Agreement is subject to the approval of the City Council. This Agreement shall not be effective until such Agreement is signed by the Parties and the City Council ratifies and approves the BEDC's action to enter into this Agreement.

[Signature pages to follow]

EXECUTED on the respective dates of acknowledgement, to be effective as of the Effective Date.

BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION

By: _____

Name: _____

Title: Board President

Date: _____

AMERICAN BUILDERS & CONTRACTORS SUPPLY CO. INC.

By:  _____
Jim Anderson (Dec 21, 2024 09:25 CST)

Name: Jim B. Anderson

Title: Senior VP & Chief Financial Officer

Date: **12/21/2024** _____

Exhibit A



City Council Regular Meeting

DEPARTMENT: Economic Development
FROM: Alex Philips, Economic Development Director
MEETING: January 21, 2025

SUBJECT:

Consider and take possible action on a minute order ratifying the 4A Economic Development Corporation Board's actions taken on the approval of a Second Amendment to and Restatement of Performance Agreement between the Burleson 4A Economic Development Corporation and 2525 FTG – Tulsa, LLC. for a development located at 700, 708, 712, 714, 716, and 720 SW Wilshire Blvd in Burleson, Texas (*Staff Contact: Alex Philips, Economic Development Director*)

SUMMARY:

On February 6, 2023, the Burleson 4A Economic Development Corporation (EDC) and City Council approved the Performance agreement for the development located on Wilshire Boulevard near Summercrest Drive. The performance agreement provides cash incentives of \$850,000 to the developer for meeting certain performance measures.

On June 20, 2023 the EDC and City Council approved a first amendment to add an additional incentive for site improvements in regards to traffic improvements on the site as well as on adjacent roadways. The additional cash incentive of \$223,650 is 50% of the total cost of the traffic improvements that are required for the development.

A second amendment has been requested by the developer, The Retail Connection (TRC), also known as 2525 FTG – Tulsa, LLC. Through the course of finalizing leases with four new-to-market businesses, TRC continued to receive high demand for the spaces from desirable tenants. The developer has created a new site plan to accommodate four spaces for the new tenant lineup which will now consist of The Great Greek, Ono Hawaiian BBQ, Dave's Hot Chicken and one to be named later. These changes have drawn out their project timeline which will not meet the required dates in the performance agreement. The second amendment will revise the site plan and performance measure dates. There are no changes to the total amount of incentives provided (\$1,073,560.00). To date, TRC has not received and payments from the EDC.

TRC has razed and cleared three previously vacant commercial buildings. TRC will redevelop the entire two-acre site to have three retail buildings.

The amended agreement states the following performance measures:

- A. Design and construct the Development and Street Improvements in substantial conformance with the criteria and development standards set forth in the ordinances of the City of Burleson and applicable state and federal laws.
- B. Design and construct the Development and Street Improvements in substantial conformance with the Concept Plan.
- C. Operate the Development in substantial conformance with the criteria and development standards set forth in the ordinances of the City of Burleson and applicable state and federal laws.
- D. Close and purchase and acquire fee simple title to the Property by May 1, 2023.
- E. Complete any required zoning application and file with the City by May 31, 2025.
- F. Commence construction (i.e., obtain a building permit from the City and start rough grading) on the Development no later than June 30, 2025.
- G. Substantially Complete construction of the Development and Street Improvements no later than March 31, 2026.
- H. Make a minimum Capital Investment of no less than Four Million Dollars (\$4,000,000.00) in the Property no later than March 31, 2026.
- I. Recruit to the Development at least four (4) new-to-market retail, office, or restaurant tenants, with each of the four tenants receiving a certificate of occupancy in the Development no later than March 31, 2026.
- J. Developer shall remain current and paid on all property taxes, subject to appeal rights in accordance with law and subject to a right to cure any delinquency as set forth herein.

As performance measures are met, TRC would receive the following incentives:

- A. Upon Substantial Completion of the Development, the Incentive due to Developer shall be a reimbursement of Developer's expenses related to Developer's construction of the Site Improvements up to Four Hundred Twenty-Five Thousand Dollars (\$425,000.00); and
- B. Upon receipt of a Certificate of Occupancy from four (4) new-to-market retail, office, or restaurant tenants in the Development, the Incentive due to Developer shall be a reimbursement of Developer's expenses related to Developer's construction of the Site Improvements up to Four Hundred Twenty-Five Thousand Dollars (\$425,000.00).
- C. Upon the City inspecting and accepting the Street Improvements, the Incentive due to Developer shall be a reimbursement of Developer's expenses related to

Developer's construction of the Street Improvements up to Two Hundred Twenty-Two Thousand Five Hundred Sixty Dollars (\$223,560.00).

OPTIONS:

- 1) Approve as presented
- 2) Deny

RECOMMENDATION:

Staff recommends approving a Second Amendment to and Restatement of Performance Agreement between the Burleson 4A Economic Development Corporation and 2525 FTG – Tulsa, LLC. for a development located at 700, 708, 712, 714, 716, and 720 SW Wilshire Blvd in Burleson, Texas.

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

N/A

FISCAL IMPACT:

\$1,073,560.00 is budgeted and will be paid from the 4A fund.

STAFF CONTACT:

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

Project Facelift

2nd Amendment



The Retail Connection

- Approximately 2 acre site at Wilshire/Summercrest
- 4 lots have been vacant for several years



- Developer to receive \$850,000 4A incentive to assist with environmental, infrastructure and turn lane
- Developer has completed environmental clean-up and cleared the site

Proposed Development

- Development timeline extended due to high demand from additional higher quality tenants and need for new site plan
 - The Great Greek
 - Ono Hawaiian BBQ
 - Dave's Hot Chicken
 - TBD
- Developer is asking to amend performance measure dates to accommodate these changes
- Developer is not requesting any additional economic incentives



Requested Amended Dates

Performance Measure	Date
Complete zoning application	May 31, 2025
Commence construction	June 30, 2025
Substantially complete development	December 31, 2026
Minimum capital investment	December 31, 2026
C/O for four new retail/restaurant/office tenants	

Performance Measure	Incentive
Substantially complete development	\$425,000
C/O for four new retail/restaurant/office tenants	\$425,000
Acceptance of street improvements	\$223,560
Total	\$850,000

The Retail Connection

Approved by CC 2/6/23

Project Facelift											2042
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 20
CAPEX	\$ 4,000,000.00	\$ 4,120,000.00	\$ 4,243,600.00	\$ 4,370,908.00	\$ 4,502,035.24	\$ 4,637,096.30	\$ 4,776,209.19	\$ 4,919,495.46	\$ 5,067,080.33	\$ 5,219,092.74	\$ 7,014,024.21
Appraised Value (70% of CAPEX)	\$ 2,800,000.00	\$ 2,884,000.00	\$ 2,970,520.00	\$ 3,059,635.60	\$ 3,151,424.67	\$ 3,245,967.41	\$ 3,343,346.43	\$ 3,443,646.82	\$ 3,546,956.23	\$ 3,653,364.91	\$ 4,909,816.95
Revenue											
Cumulative	\$ 140,000.00	\$ 140,000.00	\$ 160,000.00	\$ 160,000.00	\$ 160,000.00	\$ 160,000.00	\$ 160,000.00	\$ 160,000.00	\$ 160,000.00	\$ 160,000.00	\$ 160,000.00
Property Tax	\$ 20,160.00	\$ 20,764.80	\$ 21,387.74	\$ 22,029.38	\$ 22,690.26	\$ 23,370.97	\$ 24,072.09	\$ 24,794.26	\$ 25,538.08	\$ 26,304.23	\$ 35,350.68
Expenses											
Sales Rebate											
Utility											
Demo & Env.	\$ (425,000.00)	\$ (425,000.00)									
Annual	\$ (264,840.00)	\$ (264,235.20)	\$ 181,387.74	\$ 182,029.38	\$ 182,690.26	\$ 183,370.97	\$ 184,072.09	\$ 184,794.26	\$ 185,538.08	\$ 186,304.23	\$ 195,350.68
Cumulative		\$ (529,075.20)	\$ (347,687.46)	\$ (165,658.08)	\$ 17,032.18	\$ 200,403.14	\$ 384,475.24	\$ 569,269.49	\$ 754,807.58	\$ 941,111.81	\$ 2,851,706.75

Projected Sales \$ 7,000,000.00 \$ 7,000,000.00 \$ 8,000,000.00 \$ 8,000,000.00 \$ 8,000,000.00 \$ 8,000,000.00 \$ 8,000,000.00 \$ 8,000,000.00 \$ 8,000,000.00 \$ 8,000,000.00 \$ 8,000,000.00 \$ 8,000,000.00

- 10 YR Return – 111%
- 20 YR Return – 335%

Tonight's Action

- Approve or Deny a resolution ratifying the 4A Economic Development Corporation Board's actions taken on the approval of the Second Amendment to and Restatement of Performance Agreement between the Burleson 4A Economic Development Corporation and 2525 FTG – Tulsa, LLC. for a development located at 700, 708, 712, 714, 716, and 720 SW Wilshire Blvd in Burleson, Texas

**SECOND AMENDMENT TO AND RESTATEMENT OF
PERFORMANCE AGREEMENT BETWEEN THE BURLESON 4A ECONOMIC
DEVELOPMENT CORPORATION AND 2525 FTG - TULSA, LLC**

This Second Amendment to and Restatement of Performance Agreement (the “Agreement”) is entered into as of January ____, 2025 (the “Effective Date”) by and between the Burleson 4A Economic Development Corporation, a Texas municipal development corporation located in the City (“BEDC”), by and through its Board President, and 2525 FTG - Tulsa, LLC, a Texas limited liability company (“Developer”), by and through its manager.

WITNESSETH:

WHEREAS, the City of Burleson, a Texas home rule municipal corporation (“City”), located in the counties of Johnson and Tarrant, has established a regional economic center with unique architecture in the State Highway 174 corridor (“Wilshire Corridor”); and

WHEREAS, the City desires to encourage and incentivize high quality development comprised of office, retail, restaurants, and commercial along the Wilshire Corridor to, among other things, improve drainage, site access, and walkability; and

WHEREAS, Developer is the owner of the real property in the Wilshire Corridor commonly known as 700, 708, 712, 714, 716, and 720 SW Wilshire Blvd in Burleson, Johnson County, Texas, and being more particularly described in **Exhibit A** (the “Property”); and

WHEREAS, Developer seeks to develop mixed-use facilities on the Property and greatly improve the drainage on the Property, especially along Wilshire Blvd, substantially modify the vehicular access to the Property from both Wilshire Blvd and Summercrest Blvd, and greatly improve the walkability to and through the Property; and

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

WHEREAS, the BEDC Board finds and determines the Development will contribute to an increase in economic development in the City; and

WHEREAS, the BEDC Board finds and determines that the incentives contemplated in this Agreement constitute a “Project” as defined by the Development Corporation Act, codified in Subtitle C-1 of Title 12 of the Texas Local Government Code, in Section 501.103, in that the expenditures are for infrastructure improvements related to streets and roads, drainage, and site improvements necessary to promote new or expanded business development and enterprises; and

WHEREAS, the BEDC and Developer entered into a Performance Agreement executed on February 6, 2023, concerning the Development (defined below) (the “Original Agreement”); and

WHEREAS, the BEDC and Developer entered into a First Amendment to and Restatement of Performance Agreement executed on June 20, 2023, concerning the Development (defined below), which amended and superseded the Original Agreement (the “First Amendment”); and

WHEREAS, the parties entered into the Original Agreement and the First Amendment to accomplish the goals set forth in these recitals, and have now determined that the First Amendment should be revised to, among other things, alter the dates set forth in the Developer’s covenants; and

WHEREAS, the parties deem it necessary to amend the First Amendment and restate the agreement as set forth herein, to include all amendments to the First Amendment in one document;

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

ARTICLE 1.
AUTHORIZATION

The Burleson City Council and the BEDC Board both find and determine that this Agreement is authorized by Chapters 501 and 504 of the Texas Local Government Code, and that the incentives contemplated in this Agreement constitute a “Project” as defined by the Development Corporation Act, codified in Subtitle C-1 of Title 12 of the Texas Local Government Code, in Section 501.103.

ARTICLE 2.
DEFINITIONS

2.01 The terms “Agreement,” “BEDC,” “City,” “Developer,” “Effective Date,” “First Amendment,” “Original Agreement,” “Project,” and “Property,” shall have the meanings provided, above.

2.02 “Building Permit” means the permit issued by the City’s building official reflecting that Developer may commence with construction of the Development in conformance with appropriate municipal codes.

2.03 “Capital Investment” means and shall include all hard and soft costs incurred relating to the Development, including actual construction costs including costs of all site preparation, environmental remediation costs, demolition costs, 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 Investments, tenant finish out costs not reimbursed by the Developer to the tenants, insurance costs, marketing costs, the purchase price of the Property, offsite improvements, or costs reimbursed to Developer by the BEDC in the form of Incentives.

2.04 “Certificate of Occupancy” means the document issued by the City certifying a building’s compliance with applicable building codes and other laws, and indicating it to be in a condition suitable for occupation.

2.05 “City Manager” means the city manager of the City.

2.06 “Concept Plan” means the plan depicted on **Exhibit B**.

2.07 “Development” means the removal of the existing buildings on the Property and the construction of a new mixed-use building(s) on the Property of at least 8,500 square feet, of which a minimum of 3,000 square feet will be first class office or restaurant space and an additional minimum of 5,500 square feet of restaurant space, to contain restaurant, office and retail locations and related site improvements, including the Site Improvements, to be constructed in general conformance with the Concept Plan.

2.08 “Event of Bankruptcy” means the dissolution or termination of Developer’s existence as a going business, insolvency, appointment of receiver for any part of Developer’s property and such appointment is not terminated within 90 days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Developer and such proceeding is not dismissed within 90 days after the filing thereof.

2.09 “Incentives” mean the combined contributions, monetary or otherwise, of the BEDC towards completion of the Development, as required by this Agreement.

2.10 “Site Improvements” means the improvements and permanent enhancements which are set forth in item numbers 3 through 21 of **Exhibit C**, which are drainage improvements, access improvements, walkability improvements, environmental remediation, and other improvements to be constructed on the Property in general conformance with the Concept Plan.

2.11 “Street Improvements” means the improvements and permanent enhancements which are set forth in **Exhibit D**, which are infrastructure improvements related to a turn lane off of Wilshire Blvd and other improvements to be constructed adjacent to the Property in general conformance with the Concept Plan.

2.12 “Substantially Complete” or “Substantial Completion” means that all buildings in the Development are constructed as shell buildings in conformance with appropriate municipal codes and ready for tenant finish out. The shell buildings and Development shall be constructed to such an extent that upon tenant finish out, the area finished out

shall be eligible to secure full utility service, be eligible for a Certificate of Occupancy, and permit occupancy.

ARTICLE 3.
TERM

The term of this Agreement shall commence on the Effective Date and will terminate ten years following the date of issuance of the first Certificate of Occupancy for the Development.

ARTICLE 4.
IN GENERAL

4.01 The Development. It is the parties' intent to cooperate in the creation of a high-end mixed-use development comprised of first class office space and desirable restaurants, retail, and commercial to enhance and compliment the Wilshire Corridor substantially in conformance with the Concept Plan set forth in **Exhibit B**. Developer will be responsible for constructing the Development, and in furtherance thereof the parties acknowledge and agree that Developer may accomplish this by hiring a general contractor to perform such construction on its behalf, or by leasing a portion of the Property to a tenant pursuant to a ground lease, and such tenant shall then perform, or cause to be performed, such construction on that portion of the Property. The BEDC will provide the Incentives set forth in this Agreement provided Developer is in compliance with its duties and obligations set forth herein.

4.02 BEDC Participation. The BEDC's obligations under this Agreement shall not exceed One Million Seventy-Three Thousand Five Hundred Sixty Dollars (\$1,073,560.00) for all obligations set forth herein, including all Incentives. The BEDC authorizes the City Manager to allocate such funds as permitted by law, and as necessary to meet the BEDC obligations set forth in this Agreement.

4.03 The following uses will not be permitted in the Development and Developer shall be obligated, during the Term of this Agreement, to ensure that any lease or transfer of title prohibits such uses to the extent permitted by law:

- A. Cabinet and upholstery shop;
- B. Convenience store with automotive fuel sales;
- C. Fire or police station;
- D. Mortuary or funeral home;
- E. Plumbing shop (no outside storage);
- F. Railroad passenger terminal;

G. Swimming pool; and

H. Taxidermy.

ARTICLE 5.
COVENANTS OF DEVELOPER

5.01 Covenants Regarding Developer Development and Operations. In consideration of BEDC agreeing to pay Developer the Incentives 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 the Incentives, subject to Article 12 below:

A. Design and construct the Development and Street Improvements in substantial conformance with the criteria and development standards set forth in the ordinances of the City of Burleson and applicable state and federal laws.

B. Design and construct the Development and Street Improvements in substantial conformance with the Concept Plan.

C. Operate the Development in substantial conformance with the criteria and development standards set forth in the ordinances of the City of Burleson and applicable state and federal laws.

D. Close and purchase and acquire fee simple title to the Property by May 1, 2023.

E. Complete any required zoning application and file with the City by May 31, 2025.

F. Commence construction (i.e., obtain a building permit from the City and start rough grading) on the Development no later than June 30, 2025.

G. Substantially Complete construction of the Development and Street Improvements no later than March 31, 2026.

H. Make a minimum Capital Investment of no less than Four Million Dollars (\$4,000,000.00) in the Property no later than March 31, 2026.

I. Recruit to the Development at least four (4) new-to-market retail, office, or restaurant tenants, with each of the four tenants receiving a certificate of occupancy in the Development no later than March 31, 2026.

J. Developer shall remain current and paid on all property taxes, subject to appeal rights in accordance with law and subject to a right to cure any delinquency as set forth herein.

5.02 Verification of Capital Investment. On or before June 15, 2026, Developer shall provide written verification to the BEDC that the Capital Investment made by Developer meets or exceeds the requirements set forth in this Agreement. The BEDC may request, and Developer hereby agrees that it will permit reasonable review of information that permits the BEDC to verify that the Capital Investment made by Developer for the Development meets or exceeds the requirements of this Agreement.

ARTICLE 6. **COVENANTS AND INCENTIVES OF BEDC**

6.01 Incentives. Subject to Developer complying with its duties and obligations under this Agreement, the BEDC agrees to the Incentives set forth in this Section. The Incentives shall be a reimbursement of Developer's expenses related to Developer's construction of the Site Improvements in the Development not to exceed One Million Seventy-Three Thousand Five Hundred Sixty Dollars (\$1,073,560.00), payable to Developer in the incremental, scheduled amounts specified below upon completion of the following milestones:

A. Upon Substantial Completion of the Development, the Incentive due to Developer shall be a reimbursement of Developer's expenses related to Developer's construction of the Site Improvements up to Four Hundred Twenty-Five Thousand Dollars (\$425,000.00); and

B. Upon receipt of a Certificate of Occupancy from four (4) new-to-market retail, office, or restaurant tenants in the Development, the Incentive due to Developer shall be a reimbursement of Developer's expenses related to Developer's construction of the Site Improvements up to Four Hundred Twenty-Five Thousand Dollars (\$425,000.00).

C. Upon the City inspecting and accepting the Street Improvements, the Incentive due to Developer shall be a reimbursement of Developer's expenses related to Developer's construction of the Street Improvements up to Two Hundred Twenty-Two Thousand Five Hundred Sixty Dollars (\$223,560.00).

6.02 Verification of Completion of Milestone. Following the completion of a milestone specified in Section 6.01, Developer shall provide written notice of such completion to the BEDC and provide proof of costs reasonably satisfactory to the BEDC. Developer agrees that BEDC shall not be required to make any Incentive payment under this Agreement until such time that Developer provides such written notice and proof of costs. The BEDC may request, and Developer hereby agrees that it will permit reasonable review of information that permits the BEDC to verify that the costs made by Developer for the Development meets or exceeds the requirements of this Agreement. Additionally, the

BEDC may request, and Developer hereby agrees that it will permit reasonable inspection of the Property during normal business hours that permits the BEDC to verify that the improvements made by Developer for the Development meet or exceed the requirements of this Agreement. Following written notice of completion and proof of costs reasonably satisfactory to the BEDC, BEDC shall pay Developer the Incentive amount specified in Section 6.01, subject to the terms and provisions of this Agreement, within 90 days.

ARTICLE 7.

REGULATIONS REGARDING BUILDING PRODUCTS, MATERIALS, OR METHODS

The parties hereto find that the area described herein constitutes an area of architectural importance and significance and the City Council of the City of Burleson, Texas, hereby designates it as an area of architectural importance and significance for purposes of Chapter 3000 of the Texas Government Code (the "Code"). In consideration for the mutual covenants and conditions contained herein and pursuant to Section 3000.002(d) of the Code, Developer voluntarily consents to the application of all City rules, charter provisions, ordinances, orders, building codes, and other regulations existing as of the Effective Date hereof (the "Regulations") that govern the use or installation of a building product or material in the construction, renovation, maintenance, or other alteration of a residential or commercial building on the Property regardless of whether a different building product or material is approved for use by a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building. In addition, Developer voluntarily consents to the application of the Regulations that establish a standard for a building product, material, or aesthetic method in construction, renovation, maintenance, or other alteration of a residential or commercial building, regardless of whether the standard is more stringent than a standard for the product, material, or aesthetic method under a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building. The parties agree that: 1) the City will not issue any permits for the Property in violation of this Article; 2) the covenants contained within this Article constitute a material term of this Agreement; 3) Developer's voluntary consent to the application of the Regulations to the Property, as described in this Article, constitutes a material inducement for the BEDC to authorize the Incentives described herein; 4) the covenants contained herein shall run with the land and shall bind Developer and all successors and assigns; and 5) this Article shall survive termination or expiration of this Agreement.

ARTICLE 8.

AUTHORITY; COMPLIANCE WITH LAW

8.01 Developer hereby represents and warrants to the BEDC 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.

8.02 Notwithstanding any other provision of this Agreement, Developer shall comply with all federal, state, and local laws.

8.03 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 Incentives received by Developer as of the date of such violation within 120 business days after the date Developer is notified by the City or the BEDC of such violation, plus interest at the rate the City of Burleson is paying on the most recent issuance of bonded indebtedness prior to Developer's violation of this Section.

8.04 Developer agrees, verifies, and certifies that it does not and during the duration of this Agreement will not:

- A. boycott Israel as that term is defined in Texas Government Code Section 808.001 and Chapter 2271, as amended;
- B. do business with Iran, Sudan, or a foreign terrorist organization, as defined in Texas Government Code Chapter 2270, as amended;
- C. boycott energy companies as defined in Texas Government Code Section 809.001 and Chapter 2274, as amended; or
- D. discriminate against a firearm trade association as defined in Texas Government Code Chapter 2274, as amended.

ARTICLE 9. **DEFAULT, REMEDIES AND TERMINATION**

9.01 Default by Developer.

(A) False Representation and Falsification of Documentation. In the event Developer knowingly provides any false representation or provides any false documentation of costs or achievement of any milestone or requirement under this Agreement, Developer shall be in default of this Agreement and shall within thirty (30) days of the date of receipt of the of same from the BEDC return any funds received by Developer related to such false representation or false documentation.

(B) Other Default. In the event: (i) Developer fails to fulfill its obligations under Article 5 of this Agreement; (ii) Developer has delinquent ad valorem or sales taxes owed to the City provided that Developer retains the right to timely and properly protest and/or contest any such taxes; (iii) Developer materially breaches any of the material terms and conditions of this Agreement; or (iv) Developer experiences an Event of Bankruptcy, then Developer after the expiration of the notice and cure periods described herein, shall be in default of this Agreement. In the event of

such a default, BEDC shall give Developer written notice of such breach and/or default, and if Developer has not cured such breach or default within 90 days after receipt of such notice, the BEDC may terminate this Agreement by written notice to Developer. If BEDC terminates this Agreement pursuant to this Section, Developer shall not be entitled to any additional Incentive payments from BEDC and the BEDC shall have no further obligation to Developer.

(C) The repayment obligation of Developer set forth in Sections 8.03, 9.01(A), and 13.02 shall survive termination of this Agreement.

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

ARTICLE 10. **RIGHT OF OFFSET**

Developer agrees that, subject to the provision of notice by BEDC and 90-day period following receipt of notice in which Developer may respond or act, BEDC may offset the amount of any compensation 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 11. **VENUE AND GOVERNING LAW**

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

ARTICLE 12. **FORCE MAJEURE**

Performance of Developer's obligations under this Agreement 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, pandemic, or other causes beyond the parties' reasonable control, including but not limited to, any court or judgment resulting from any litigation affecting the Property or this Agreement.

ARTICLE 13.

GIFT TO PUBLIC SERVANT OR TO DEVELOPER REPRESENTATIVE

13.01 No Benefit. Each party hereto represents to the other that it has not offered, conferred, or agreed to confer and that it will not offer, confer or agree to confer in the future any benefit upon an employee or official of the other party. For purposes of this section, "benefit" means anything reasonably regarded as economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include (i) a contribution or expenditure made and reported in accordance with law or (ii) payment of the Incentives.

13.02 Right of Reimbursement. Notwithstanding any other legal remedies, BEDC may obtain reimbursement for any expenditure made to Developer as a result of the improper offer, agreement to confer, or conferring of a benefit to a City employee or official or a BEDC employee or official.

ARTICLE 14. **ASSIGNMENT**

Developer may not assign any part of this Agreement without consent or approval by the BEDC Board of Directors and ratification by the City Council.

ARTICLE 15. **INDEMNIFICATION**

15.01 DEVELOPER EXPRESSLY AGREES TO FULLY AND COMPLETELY DEFEND, INDEMNIFY, AND HOLD HARMLESS THE BEDC, AND ITS OFFICERS, AND EMPLOYEES, AND THE CITY, AND ITS OFFICERS, AND EMPLOYEES, AGAINST ANY AND ALL CLAIMS, LAWSUITS, LIABILITIES, JUDGMENTS, OUT-OF-POCKET COSTS (INCLUDING REASONABLE ATTORNEYS' FEES) AND OUT-OF-POCKET EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM, DAMAGES OR LIABILITY FOR WHICH RECOVERY OF DAMAGES IS SOUGHT (COLLECTIVELY, "LOSSES"), SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY ANY NEGLIGENT, GROSSLY NEGLIGENT, WRONGFUL, OR STRICTLY LIABLE ACT OR OMISSION OF DEVELOPER OR ITS AGENTS, EMPLOYEES, OR CONTRACTORS, ARISING OUT OF OR IN THE PERFORMANCE OF THIS CONTRACT; NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL DEVELOPER BE RESPONSIBLE FOR, NOR SHALL ITS INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS SECTION 15.01 EXTEND TO, ANY LOSSES ARISING OUT OF OR OCCASIONED BY THE ACTS OR OMISSIONS OF THE BEDC, AND ITS OFFICERS, AND EMPLOYEES, OR THE CITY, ITS OFFICERS AND EMPLOYEES, THAT

CONSTITUTE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. 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 Developer, BEDC, and the City and is not intended to create or grant any rights, contractual or otherwise, in or to any other person.

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

15.03 The provisions of this Article 15 shall survive termination of this Agreement.

ARTICLE 16. **MISCELLANEOUS MATTERS**

16.01 Time is of Essence. Time is of the essence in this Agreement. The parties hereto will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

16.02 Agreement Subject to Law. This Agreement is made subject to and in accordance with the Burleson Home Rule Charter and ordinances of the City, as amended, and all applicable State and federal laws.

16.03 Interpretation. Each of the parties have been represented by counsel of their choosing in the negotiation and preparation of this Agreement. In the event of any dispute regarding the interpretation of this Agreement, this Agreement will be interpreted fairly and reasonably and neither more strongly for nor against any party based on draftsmanship.

16.04 Counterparts Deemed Original; Electronic Signatures. 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. Any pdf-format or other electronic transmission of any signature of a signatory shall be deemed an original and shall bind such signatory.

16.05 Captions. The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

16.06 Complete Agreement. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in the Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached and made a part of this Agreement.

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

16.08 Notice. Any notice to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be (i) delivered personally, with a receipt requested therefore; or (ii) sent by a nationally recognized overnight courier service; or (iii) delivered by United States certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the respective party at its address set forth below, and shall be effective (a) upon receipt or refusal if delivered personally; (b) one business day after depositing, with such an overnight courier service or (c) two business days after deposit in the United States mail, 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: 2525 FTG - TULSA, LLC
P. O. Box 471819
Fort Worth, Texas 76147
Attn: Louis E. Martin, III

BEDC: Burleson 4A Economic Development Corp.
Attn: Board President
141 West Renfro
Burleson, TX 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, TX 76107

With a copy to: City Manager
City of Burleson, Texas
141 West Renfro
Burleson, TX 76028

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

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

16.11 Approval by the City Council Required. The BEDC'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 such Agreement is signed by the parties and the City Council of the City of Burleson, Texas ratifies and approves the BEDC's action to enter into this Agreement.

[Signature pages to follow]

BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION

By: _____

Name: _____

Title: Board President

Date: January ____, 2025

STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me on January ____, 2025, by _____, known personally by me to be the Board President of the Burleson 4A Economic Development Corporation, on behalf of said entity.

[Notary Seal]

Notary Public, State of Texas

**2525 FTG - TULSA, LLC,
A Texas limited liability company**

By: _____

Name: _____

Title: Manager

Date: January ____, 2025

STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me on January ____, 2025 by _____, known personally by me to be the manager of 2525 FTG - Tulsa, LLC, on behalf of said entity.

[Notary Seal]

Notary Public, State of Texas

PERFORMANCE AGREEMENT BETWEEN THE BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION AND 2525 FTG - TULSA, LLC

This Performance Agreement (the "Agreement") is entered into as of February 16, 2023 (the "Effective Date") by and between the Burleson 4A Economic Development Corporation, a Texas municipal development corporation located in the City ("BEDC"), by and through its Board President, and 2525 FTG - Tulsa, LLC, a Texas limited liability company ("Developer"), by and through its manager.

WITNESSETH:

WHEREAS, the City of Burleson, a Texas home rule municipal corporation ("City"), located in the counties of Johnson and Tarrant, has established a regional economic center with unique architecture in the State Highway 174 corridor ("Wilshire Corridor"); and

WHEREAS, the City desires to encourage and incentivize high quality development comprised of office, retail, restaurants, and commercial along the Wilshire Corridor to, among other things, improve drainage, site access, and walkability; and

WHEREAS, Developer is under contract to purchase real property in the Wilshire Corridor commonly known as 700, 708, 712, 714, 716, and 720 SW Wilshire Blvd in Burleson, Johnson County, Texas, and being more particularly described in **Exhibit A** (the "Property"); and

WHEREAS, Developer seeks to develop mixed-use facilities on the Property and greatly improve the drainage on the Property, especially along Wilshire Blvd, substantially modify the vehicular access to the Property from both Wilshire Blvd and Summercrest Blvd, and greatly improve the walkability to and through the Property; and

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

WHEREAS, the BEDC Board finds and determines the Development will contribute to an increase in economic development in the City; and

WHEREAS, the BEDC Board finds and determines that the incentives contemplated in this Agreement constitute a "Project" as defined by the Development Corporation Act, codified in Subtitle C-1 of Title 12 of the Texas Local Government Code, in Section 501.103, in that the expenditures are for infrastructure improvements related to streets and roads, drainage, and site improvements necessary to promote new or expanded business development and enterprises; and

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

ARTICLE 1.
AUTHORIZATION

The Burleson City Council and the BEDC Board both find and determine that this Agreement is authorized by Chapters 501 and 504 of the Texas Local Government Code, and that the incentives contemplated in this Agreement constitute a “Project” as defined by the Development Corporation Act, codified in Subtitle C-1 of Title 12 of the Texas Local Government Code, in Section 501.103.

ARTICLE 2.
DEFINITIONS

2.01 The terms “Agreement,” “BEDC,” “City,” “Developer,” “Effective Date,” “Project,” and “Property,” shall have the meanings provided, above.

2.02 “Building Permit” means the permit issued by the City’s building official reflecting that Developer may commence with construction of the Development in conformance with appropriate municipal codes.

2.03 “Capital Investment” means and shall include all hard and soft costs incurred relating to the Development, including actual construction costs including costs of all site preparation, environmental remediation costs, demolition costs, 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 Investments, tenant finish out costs not reimbursed by the Developer to the tenants, insurance costs, marketing costs, the purchase price of the Property, offsite improvements, or costs reimbursed to Developer by the BEDC in the form of Incentives.

2.04 “Certificate of Occupancy” means the document issued by the City certifying a building’s compliance with applicable building codes and other laws, and indicating it to be in a condition suitable for occupation.

2.05 “City Manager” means the city manager of the City.

2.06 “Concept Plan” means the plan depicted on **Exhibit B**.

2.07 “Development” means the removal of the existing buildings on the Property and the construction of a new mixed-use building(s) on the Property of at least 8,500 square feet, of which a minimum of 3,000 square feet will be first class office space and a minimum of 5,500 square feet of restaurant space, to contain restaurant, office and retail locations and related site improvements, including the Site Improvements, to be constructed in general conformance with the Concept Plan.

2.08 “Event of Bankruptcy” means the dissolution or termination of Developer’s existence as a going business, insolvency, appointment of receiver for any part of Developer’s property and such appointment is not terminated within 90 days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Developer and such proceeding is not dismissed within 90 days after the filing thereof.

2.09 “Incentives” mean the combined contributions, monetary or otherwise, of the BEDC towards completion of the Development, as required by this Agreement.

2.10 “Site Improvements” means the improvements and permanent enhancements which are set forth in item numbers 3 through 21 of **Exhibit C**, which are drainage improvements, access improvements, walkability improvements, environmental remediation, and other improvements to be constructed on the Property in general conformance with the Concept Plan.

2.11 “Substantially Complete” or “Substantial Completion” means that all buildings in the Development are constructed as shell buildings in conformance with appropriate municipal codes and ready for tenant finish out. The shell buildings and Development shall be constructed to such an extent that upon tenant finish out, the area finished out shall be eligible to secure full utility service, be eligible for a Certificate of Occupancy, and permit occupancy.

ARTICLE 3. **TERM**

The term of this Agreement shall commence on the Effective Date and will terminate ten years following the date of issuance of the first Certificate of Occupancy for the Development.

ARTICLE 4. **IN GENERAL**

4.01 The Development. It is the parties’ intent to cooperate in the creation of a high-end mixed-use development comprised of first class office space and desirable restaurants, retail, and commercial to enhance and compliment the Wilshire Corridor substantially in conformance with the Concept Plan set forth in **Exhibit B**. Developer will be responsible for constructing the Development, and in furtherance thereof the parties acknowledge and agree that Developer may accomplish this by hiring a general contractor to perform such construction on its behalf, or by leasing a portion of the Property to a tenant pursuant to a ground lease, and such tenant shall then perform, or cause to be performed, such construction on that portion of the Property. The BEDC will provide the Incentives set forth in this Agreement provided Developer is in compliance with its duties and obligations set forth herein.

4.02 BEDC Participation. The BEDC's obligations under this Agreement shall not exceed Eight Hundred Fifty Thousand Dollars (\$850,000.00) for all obligations set forth herein, including all Incentives. The BEDC authorizes the City Manager to allocate such funds as permitted by law, and as necessary to meet the BEDC obligations set forth in this Agreement.

4.03 The following uses will not be permitted in the Development and Developer shall be obligated, during the Term of this Agreement, to ensure that any lease or transfer of title prohibits such uses to the extent permitted by law:

- A. Cabinet and upholstery shop;
- B. Convenience store with automotive fuel sales;
- C. Fire or police station;
- D. Mortuary or funeral home;
- E. Plumbing shop (no outside storage);
- F. Railroad passenger terminal;
- G. Swimming pool; and
- H. Taxidermy.

ARTICLE 5. **COVENANTS OF DEVELOPER**

5.01 Covenants Regarding Developer Development and Operations. In consideration of BEDC agreeing to pay Developer the Incentives 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 the Incentives, subject to Article 12 below:

A. Design and construct the Development in substantial conformance with the criteria and development standards set forth in the ordinances of the City of Burleson and applicable state and federal laws.

B. Design and construct the Development in substantial conformance with the Concept Plan.

C. Operate the Development in substantial conformance with the criteria and development standards set forth in the ordinances of the City of Burleson and applicable state and federal laws.

D. Close and purchase and acquire fee simple title to the Property by May 1, 2023.

E. Complete any required zoning application and file with the City by May 31, 2023.

F. Commence construction (i.e., obtain a building permit from the City and start rough grading) on the Development no later than September 30, 2024.

G. Substantially Complete construction of the Development no later than December 31, 2024.

H. Make a minimum Capital Investment of no less than Four Million Dollars (\$4,000,000.00) in the Property no later than December 31, 2024.

I. Recruit to the Development at least four (4) new-to-market retail, office, or restaurant tenants, with each of the four tenants receiving a certificate of occupancy in the Development no later than December 31, 2025.

J. Developer shall remain current and paid on all property taxes, subject to appeal rights in accordance with law and subject to a right to cure any delinquency as set forth herein.

5.02 Verification of Capital Investment. On or before February 15, 2025, Developer shall provide written verification to the BEDC that the Capital Investment made by Developer meets or exceeds the requirements set forth in this Agreement. The BEDC may request, and Developer hereby agrees that it will permit reasonable review of information that permits the BEDC to verify that the Capital Investment made by Developer for the Development meets or exceeds the requirements of this Agreement.

ARTICLE 6. COVENANTS AND INCENTIVES OF BEDC

6.01 Incentives. Subject to Developer complying with its duties and obligations under this Agreement, the BEDC agrees to the Incentives set forth in this Section. The Incentives shall be a reimbursement of Developer's expenses related to Developer's construction of the Site Improvements in the Development not to exceed Eight Hundred Fifty Thousand Dollars (\$850,000.00), payable to Developer in the incremental, scheduled amounts specified below upon completion of the following milestones:

A. Upon Substantial Completion of the Development, the Incentive due to Developer shall be a reimbursement of Developer's expenses related to Developer's construction of the Site Improvements up to Four Hundred Twenty-Five Thousand Dollars (\$425,000.00); and

B. Upon receipt of a Certificate of Occupancy from four (4) new-to-market retail, office, or restaurant tenants in the Development, the Incentive due to Developer shall be a reimbursement of Developer's expenses related to Developer's construction of the Site Improvements up to Four Hundred Twenty-Five Thousand Dollars (\$425,000.00).

6.02 Verification of Completion of Milestone. Following the completion of a milestone specified in Section 6.01, Developer shall provide written notice of such completion to the BEDC and provide proof of costs reasonably satisfactory to the BEDC. Developer agrees that BEDC shall not be required to make any Incentive payment under this Agreement until such time that Developer provides such written notice and proof of costs. The BEDC may request, and Developer hereby agrees that it will permit reasonable review of information that permits the BEDC to verify that the costs made by Developer for the Development meets or exceeds the requirements of this Agreement. Additionally, the BEDC may request, and Developer hereby agrees that it will permit reasonable inspection of the Property during normal business hours that permits the BEDC to verify that the improvements made by Developer for the Development meet or exceed the requirements of this Agreement. Following written notice of completion and proof of costs reasonably satisfactory to the BEDC, BEDC shall pay Developer the Incentive amount specified in Section 6.01, subject to the terms and provisions of this Agreement, within 90 days.

ARTICLE 7.

REGULATIONS REGARDING BUILDING PRODUCTS, MATERIALS, OR METHODS

The parties hereto find that the area described herein constitutes an area of architectural importance and significance and the City Council of the City of Burleson, Texas, hereby designates it as an area of architectural importance and significance for purposes of Chapter 3000 of the Texas Government Code (the "Code"). In consideration for the mutual covenants and conditions contained herein and pursuant to Section 3000.002(d) of the Code, Developer voluntarily consents to the application of all City rules, charter provisions, ordinances, orders, building codes, and other regulations existing as of the Effective Date hereof (the "Regulations") that govern the use or installation of a building product or material in the construction, renovation, maintenance, or other alteration of a residential or commercial building on the Property regardless of whether a different building product or material is approved for use by a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building. In addition, Developer voluntarily consents to the application of the Regulations that establish a standard for a building product, material, or aesthetic method in construction, renovation, maintenance, or other alteration of a residential or commercial building, regardless of whether the standard is more stringent than a standard for the product, material, or aesthetic method under a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building. The parties agree that: 1) the City will not issue any permits for the Property in violation of this Article; 2) the covenants contained within this Article constitute a material term of this Agreement; 3) Developer's voluntary consent to the application of the Regulations to the Property, as described in this Article, constitutes a material inducement for the BEDC to authorize the

Incentives described herein; 4) the covenants contained herein shall run with the land and shall bind Developer and all successors and assigns; and 5) this Article shall survive termination or expiration of this Agreement.

ARTICLE 8.
AUTHORITY; COMPLIANCE WITH LAW

8.01 Developer hereby represents and warrants to the BEDC 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.

8.02 Notwithstanding any other provision of this Agreement, Developer shall comply with all federal, state, and local laws.

8.03 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 Incentives received by Developer as of the date of such violation within 120 business days after the date Developer is notified by the City or the BEDC of such violation, plus interest at the rate the City of Burleson is paying on the most recent issuance of bonded indebtedness prior to Developer's violation of this Section.

8.04 Developer agrees, verifies, and certifies that it does not and during the duration of this Agreement will not:

- A. boycott Israel as that term is defined in Texas Government Code Section 808.001 and Chapter 2271, as amended;
- B. do business with Iran, Sudan, or a foreign terrorist organization, as defined in Texas Government Code Chapter 2270, as amended;
- C. boycott energy companies as defined in Texas Government Code Section 809.001 and Chapter 2274, as amended; or
- D. discriminate against a firearm trade association as defined in Texas Government Code Chapter 2274, as amended.

ARTICLE 9.
DEFAULT, REMEDIES AND TERMINATION

9.01 Default by Developer.

In the event: (i) Developer fails to fulfill its obligations under Article 5 of this Agreement; (ii) Developer has delinquent ad valorem or sales taxes owed to the City provided that Developer retains the right to timely and properly protest and/or contest any such taxes; (iii) Developer materially breaches any of the material terms and conditions of this Agreement; or (iv) Developer experiences an Event of Bankruptcy, then Developer after the expiration of the notice and cure periods described herein, shall be in default of this Agreement. In the event of such a default, BEDC shall give Developer written notice of such breach and/or default, and if Developer has not cured such breach or default within 90 days after receipt of such notice, the BEDC may terminate this Agreement by written notice to Developer. If BEDC terminates this Agreement pursuant to this Section, Developer shall not be entitled to any additional Incentive payments from BEDC and the BEDC shall have no further obligation to Developer.

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

ARTICLE 10. **RIGHT OF OFFSET**

Developer agrees that, subject to the provision of notice by BEDC and 90-day period following receipt of notice in which Developer may respond or act, BEDC may offset the amount of any compensation 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 11. **VENUE AND GOVERNING LAW**

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

ARTICLE 12. **FORCE MAJEURE**

Performance of Developer's obligations under this Agreement 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, pandemic, or other causes beyond the parties' reasonable control, including but not limited to, any court or judgment resulting from any litigation affecting the Property or this Agreement.

ARTICLE 13.
GIFT TO PUBLIC SERVANT OR TO DEVELOPER REPRESENTATIVE

13.01 No Benefit. Each party hereto represents to the other that it has not offered, conferred, or agreed to confer and that it will not offer, confer or agree to confer in the future any benefit upon an employee or official of the other party. For purposes of this section, "benefit" means anything reasonably regarded as economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include (i) a contribution or expenditure made and reported in accordance with law or (ii) payment of the Incentives.

13.02 Right of Reimbursement. Notwithstanding any other legal remedies, BEDC may obtain reimbursement for any expenditure made to Developer as a result of the improper offer, agreement to confer, or conferring of a benefit to a City employee or official or a BEDC employee or official.

ARTICLE 14.
ASSIGNMENT

Developer may not assign any part of this Agreement without consent or approval by the BEDC Board of Directors and ratification by the City Council.

ARTICLE 15.
INDEMNIFICATION

15.01 DEVELOPER EXPRESSLY AGREES TO FULLY AND COMPLETELY DEFEND, INDEMNIFY, AND HOLD HARMLESS THE BEDC, AND ITS OFFICERS, AND EMPLOYEES, AND THE CITY, AND ITS OFFICERS, AND EMPLOYEES, AGAINST ANY AND ALL CLAIMS, LAWSUITS, LIABILITIES, JUDGMENTS, OUT-OF-POCKET COSTS (INCLUDING REASONABLE ATTORNEYS' FEES) AND OUT-OF-POCKET EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM, DAMAGES OR LIABILITY FOR WHICH RECOVERY OF DAMAGES IS SOUGHT (COLLECTIVELY, "LOSSES"), SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY ANY NEGLIGENT, GROSSLY NEGLIGENT, WRONGFUL, OR STRICTLY LIABLE ACT OR OMISSION OF DEVELOPER OR ITS AGENTS, EMPLOYEES, OR CONTRACTORS, ARISING OUT OF OR IN THE PERFORMANCE OF THIS CONTRACT; NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL DEVELOPER BE RESPONSIBLE FOR, NOR SHALL ITS INDEMNIFICATION OBLIGATIONS SET

FORTH IN THIS SECTION 15.01 EXTEND TO, ANY LOSSES ARISING OUT OF OR OCCASIONED BY THE ACTS OR OMISSIONS OF THE BEDC, AND ITS OFFICERS, AND EMPLOYEES, OR THE CITY, ITS OFFICERS AND EMPLOYEES, THAT CONSTITUTE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. 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 Developer, BEDC, and the City and is not intended to create or grant any rights, contractual or otherwise, in or to any other person.

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

ARTICLE 16. **MISCELLANEOUS MATTERS**

16.01 Time is of Essence. Time is of the essence in this Agreement. The parties hereto will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

16.02 Agreement Subject to Law. This Agreement is made subject to and in accordance with the Burleson Home Rule Charter and ordinances of the City, as amended, and all applicable State and federal laws.

16.03 Interpretation. Each of the parties have been represented by counsel of their choosing in the negotiation and preparation of this Agreement. In the event of any dispute regarding the interpretation of this Agreement, this Agreement will be interpreted fairly and reasonably and neither more strongly for nor against any party based on draftsmanship.

16.04 Counterparts Deemed Original; Electronic Signatures. 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. Any pdf-format or other electronic transmission of any signature of a signatory shall be deemed an original and shall bind such signatory.

16.05 Captions. The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

16.06 Complete Agreement. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in the Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached and made a part of this Agreement.

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

16.08 Notice. Any notice to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be (i) delivered personally, with a receipt requested therefore; or (ii) sent by a nationally recognized overnight courier service; or (iii) delivered by United States certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the respective party at its address set forth below, and shall be effective (a) upon receipt or refusal if delivered personally; (b) one business day after depositing, with such an overnight courier service or (c) two business days after deposit in the United States mail, 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: 2525 FTG - TULSA, LLC
P. O. Box 471819
Fort Worth, Texas 76147
Attn: Louis E. Martin, III

BEDC: Burleson 4A Economic Development Corp.
Attn: Board President
141 West Renfro
Burleson, TX 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, TX 76107

With a copy to: City Manager
City of Burleson, Texas
141 West Renfro
Burleson, TX 76028

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

16.10 Severability. In the event any section, subsection, paragraph, subparagraph, sentence, phrase, or word herein is held invalid, illegal, or unenforceable, the balance of this Agreement shall stand, shall be enforceable, and shall be read as if the parties intended at all times to delete said invalid section, subsection,

paragraph, subparagraph, sentence, phrase, or word. In the event there shall be substituted for such deleted provision a provision as similar in terms and in effect to such deleted provision as may be valid, legal and enforceable.

- 16.11 Approval by the City Council Required. The BEDC'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 such Agreement is signed by the parties and the City Council of the City of Burleson, Texas ratifies and approves the BEDC's action to enter into this Agreement.

[Signature pages to follow]

BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION

By: [Signature]

Name: Dan McClemon
Title: Board President

Date: February 10, 2023

STATE OF TEXAS
COUNTY OF Johnson

This instrument was acknowledged before me on February 10, 2023, by Dan McClemon known personally by me to be the Board President of the Burleson 4A Economic Development Corporation, on behalf of said entity.

[Notary Seal]



[Signature]
Notary Public, State of Texas

2525 FTG - TULSA, LLC,
A Texas limited liability company

By: 

Name: Louis E. Martin III


Title: Manager

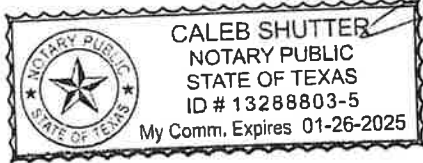
Date: February 3, 2023

STATE OF TEXAS
COUNTY OF Tarrant

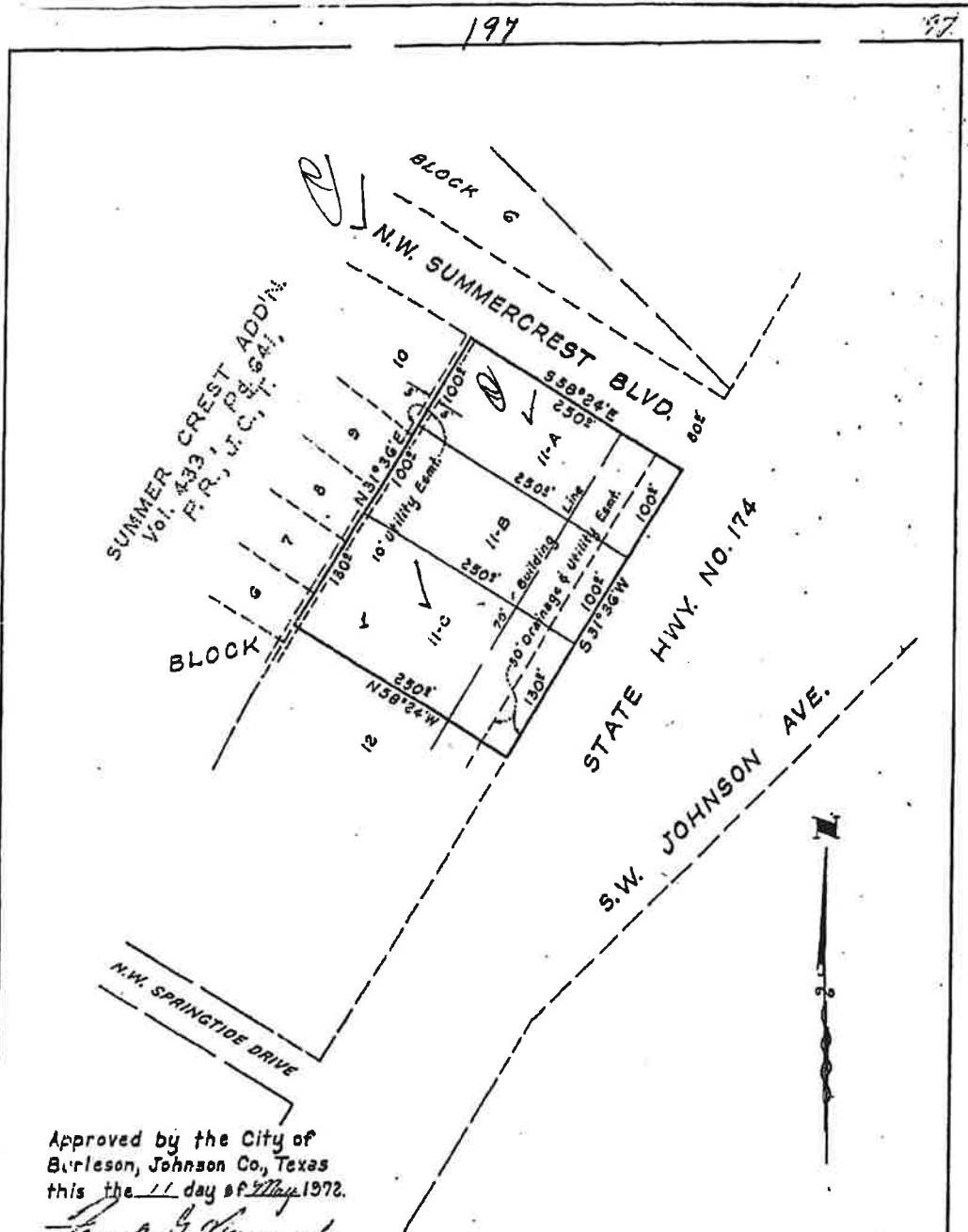
This instrument was acknowledged before me on February 3, 2023 by Louis E. Martin III, known personally by me to be the manager of 2525 FTG - Tulsa, LLC, on behalf of said entity.

[Notary Seal]


Notary Public, State of Texas



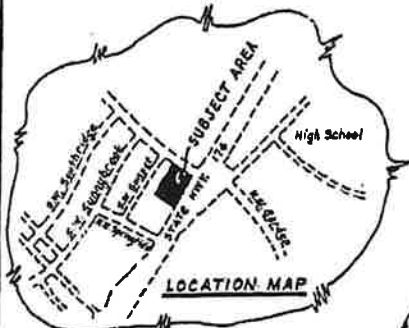
1/197



Approved by the City of
 Burleson, Johnson Co., Texas
 this the 11 day of May 1972.
Frank S. [Signature]
 Mayor

LOTS 11-A, 11-B & 11-C
 Being a Subdivision of Lot 11, Block 1,

SUMMER CREST
 An Addition to the City of
BURLESON, JOHNSON CO., TEX.
 Out of the M. Hunt Survey, Abstract 383



Prepared from surveys made
 on the ground in April 1972.
Louis M. Hawkins
 Registered Public Surveyor, No. 196



SCALE: 1"=100'

FILED FOR RECORD AT [Signature]

JUN 5 1972

CLERK OF COURSE CLERK JOHNSON COUNTY DEPUTY

SEMPCO, INC.
 P.O. Box 1776 Ph. 926-7876
 Fort Worth, Texas 76101

Filed for Record on June 5, 1972 at 12:55 p.m. and recorded on June 5, 1972 at 1:00 p.m. Joe L. Townes, County Clerk

Survey plat of
LOT 11-B, BLOCK 1
SUMMER CREST
 an addition to the City of Burleson,
 Johnson County, Texas
 according to the Plat recorded in
 Volume 1, Page 197
 Plat Records, Johnson County, Texas.



Coombs Land Surveying, Inc.

P.O. Box 11370 Fort Worth Texas 76110
 4374 W. Vickery Blvd. Fort Worth, Texas 76107
 (817) 731-6400 (817) 731-6402 FAX

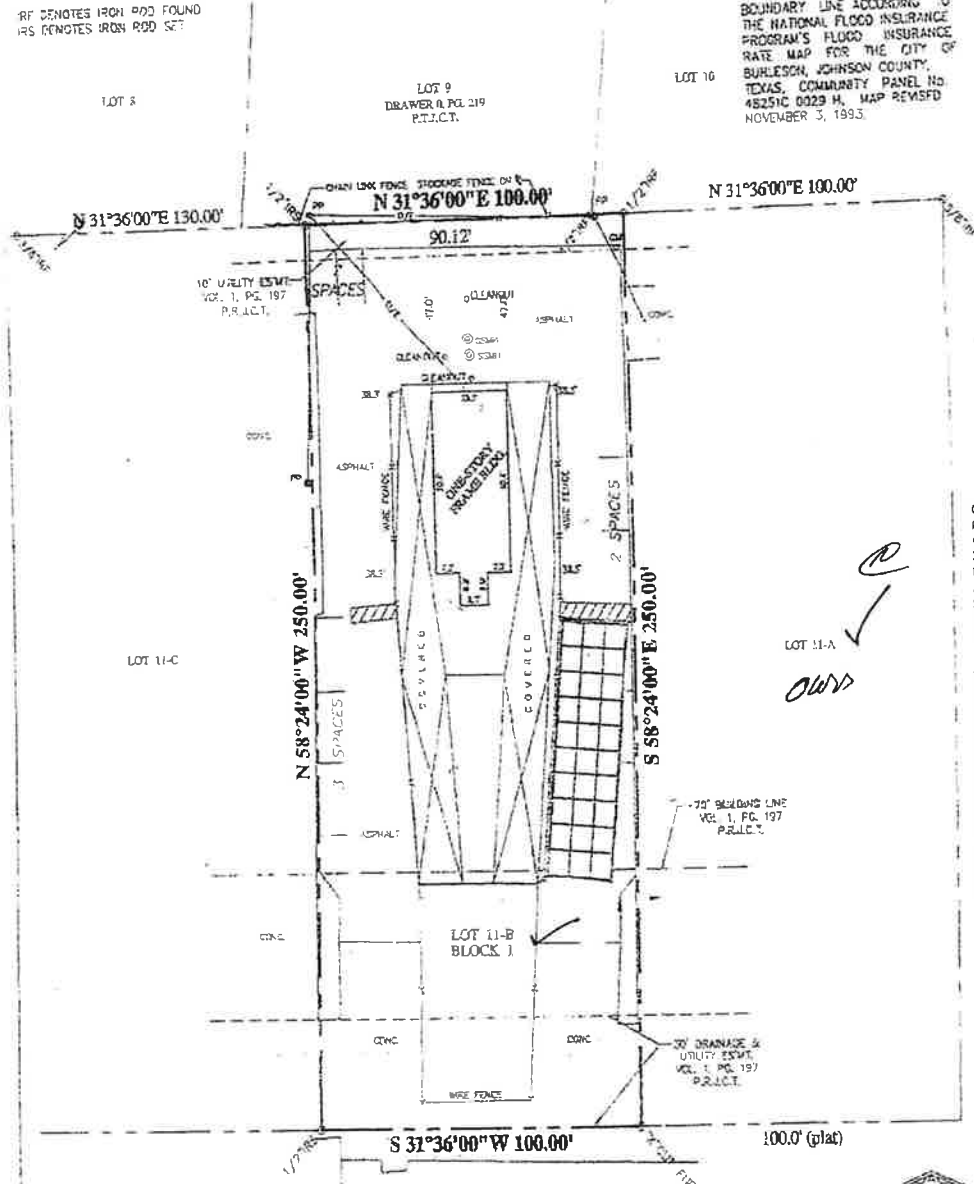
C.L.S. JOB No. 07-0356
 OF No. 079121-CCNJ-A

*** NOTE ***
 ALL SUBJECT PROPERTY BOUNDARY
 LINE BEARINGS AND DISTANCES ARE
 PLAT & ACTUAL UNLESS OTHERWISE
 NOTED HEREOF.

*** NOTE ***
 NO PORTION OF THIS PROPERTY
 LIES WITHIN A 100-YEAR FLOOD
 BOUNDARY LINE ACCORDING TO
 THE NATIONAL FLOOD INSURANCE
 PROGRAM'S FLOOD INSURANCE
 RATE MAP FOR THE CITY OF
 BURLESON, JOHNSON COUNTY,
 TEXAS, COMMUNITY PANEL NO.
 48251C 0029 H, MAP REVISED
 NOVEMBER 3, 1993.

BASES OF BEARINGS: NORTHWEST RIGHT-OF-WAY LINE OF
 SOUTHWEST WILSHIRE BOULEVARD AS SHOWN ON PLAT RECORDED
 IN VOL. 1, PG. 197, P.R. 207.

RF DENOTES IRON ROD FOUND
 IRS DENOTES IRON ROD SET



**708 SOUTHWEST
 WILSHIRE BOULEVARD**
 (S. H. 174)
 ASPHALT PAVEMENT
 VARIABLE WIDTH R.O.W.

SURVEYED ON THE GROUND
 SEPTEMBER 7, 2007
 REVISED SEPTEMBER 12, 2007

RONALD W. COOMBS, R.P.L.S.
 STATE OF TEXAS No. 5294



EXHIBIT A

Handwritten initials/signature

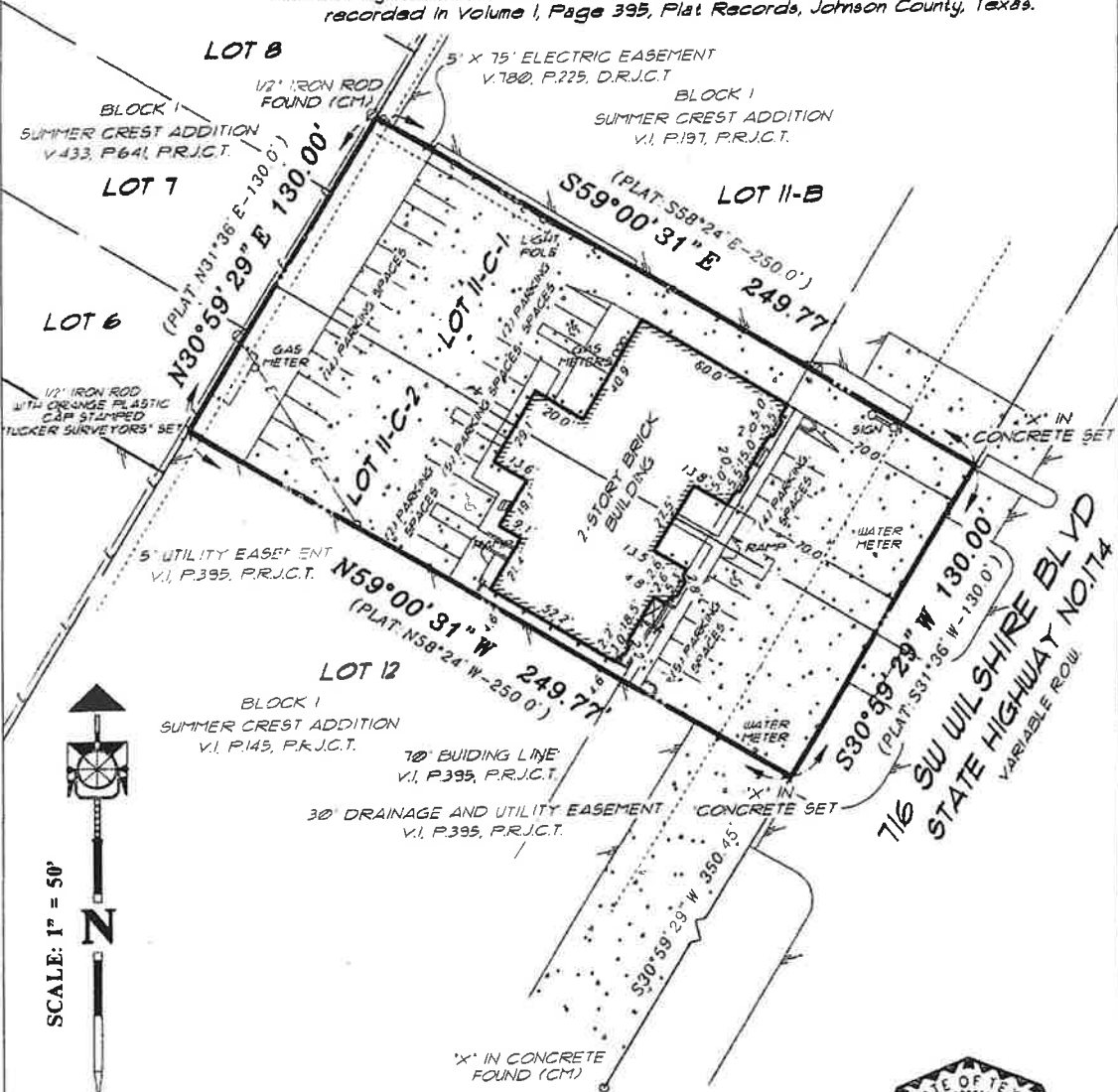
LEGEND

- PROPERTY LINE
- EASEMENT LINE
- BUILDING
- ASPHALT
- CONCRETE
- FENCE LINE
- POWER POLE
- OVERHEAD POWER
- CONTROLLING MONUMENT
- DIRECTION OF DRAINAGE
- CLEAN OUT

**Survey Showing
Lots 11-C-1 and 11-C-2, Block 1
Summer Crest Addition**

City of Burleson, Johnson County, Texas

Being all of Lots 11-C-1 and 11-C-2, Block 1, Summer Crest Addition, an addition to the City of Burleson, Johnson County, Texas, according to the replat thereof recorded in Volume 1, Page 395, Plat Records, Johnson County, Texas.



SURVEYOR'S DECLARATION

I hereby declare that this true and accurate survey, made on the ground under my supervision on December 8, 2017, correctly shows the relation of the property lines of land covered by this survey, and that there are no protrusions or overlaps onto adjoining property of property indicated hereon, except as shown, noted or described on the survey. This survey is subject to any easements not visible on the ground.

Donnie L. Tucker, RPLS No. 5144
Flood Statement

According to the Flood Insurance Rate Map for Johnson County, Texas and Incorporated Areas, Community Panel No 485439-0265-J, effective date December 4, 2012, this property is located in Zone "X". (Areas determined to be outside the 0.2% chance floodplain).

General Notes

- NOTE: BEARINGS BASED PER GPS NAD-83.
- NOTE: THERE IS NO FINISHED FLOOR ELEVATION REQUIRED PER PLAT
- NOTE: ALL BEARINGS AND DISTANCES ARE MEASURED.
- NOTE: MONUMENTS HELD FOR CONTROL ARE AS SHOWN.



Tucker

SURVEYORS

"LAND SURVEYING"
(ANY WHERE IN TEXAS)

P.O. Box 1855
Burleson, Texas 76097
Office: 817-295-2999
Fax: 817-295-3311

Job No. 21712005

Carrillo Engineering, LLC			Opinion of Probable Construction Cost		
			Date:	2/2/2023	
Project:	Burluson Retail Summercrest		Prepared By:	KR	
Project No.:	22-139-001		Checked By:	AC	
			Sheet 1 of 1		
Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost
1	Mobilization	1	LS	\$20,000.00	\$20,000
2	Site Preparation/Demolition	1	LS	\$19,000.00	\$19,000
3	Environmental Remediation	1	LS	\$41,000.00	\$41,000
4	SWPPP	1	LS	\$7,500.00	\$7,500
5	Full Depth Sawcut	380	LF	\$15.00	\$5,700
6	7" Concrete Pavement Drive Approach	135	SY	\$120.00	\$16,200
7	6" Concrete Pavement	7,817	SY	\$100.00	\$781,700
8	5" Concrete Pavement	135	SY	\$90.00	\$12,150
9	Concrete Drainage Flume	6	EA	\$1,000.00	\$6,000
10	4" Sidewalks	2,160	SF	\$10.00	\$21,600
11	4" Concrete Pilot Channel	110	SY	\$80.00	\$8,800
12	6" Sanitary Sewer Line	474	LF	\$75.00	\$35,550
13	Grease Trap	3	EA	\$15,000.00	\$45,000
14	Connect to Existing 6" Water Line	2	EA	\$1,800.00	\$3,600
15	6" Water Line	209	LF	\$80.00	\$16,720
16	2" Water Line	197	LF	\$40.00	\$7,880
17	1 1/2" Water Line	80	LF	\$30.00	\$2,400
18	2" Domestic Meter	1	EA	\$9,600.00	\$9,600
19	1" Domestic Meter	1	EA	\$3,000.00	\$3,000
20	1" Irrigation Meter	2	EA	\$2,000.00	\$4,000
21	Wheel Stop	11	EA	\$250.00	\$2,750
22	Landscape and Irrigation	1	LS	\$75,000.00	\$75,000
Basis for Cost Projection:			Subtotal:	\$1,057,650.00	
			Contingency. (%,+/-) 20%	\$211,530.00	
			Total:	\$1,269,180.00	

- Basis for Cost Projection:**
- No Design Completed
 - Preliminary Design
 - Final Design

This total does not reflect engineering, technical services, inspection, permitting fees, development or impact fees other than water and sewer impact fees. It also does not include public roadway, water, sewer, or traffic signal improvements.

The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

**FIRST AMENDMENT TO AND RESTATEMENT OF
PERFORMANCE AGREEMENT BETWEEN THE BURLESON 4A ECONOMIC
DEVELOPMENT CORPORATION AND 2525 FTG - TULSA, LLC**

This First Amendment to and Restatement of Performance Agreement (the “Agreement”) is entered into as of June 20, 2023 (the “Effective Date”) by and between the Burleson 4A Economic Development Corporation, a Texas municipal development corporation located in the City (“BEDC”), by and through its Board President, and 2525 FTG - Tulsa, LLC, a Texas limited liability company (“Developer”), by and through its manager.

WITNESSETH:

WHEREAS, the City of Burleson, a Texas home rule municipal corporation (“City”), located in the counties of Johnson and Tarrant, has established a regional economic center with unique architecture in the State Highway 174 corridor (“Wilshire Corridor”); and

WHEREAS, the City desires to encourage and incentivize high quality development comprised of office, retail, restaurants, and commercial along the Wilshire Corridor to, among other things, improve drainage, site access, and walkability; and

WHEREAS, Developer is under contract to purchase real property in the Wilshire Corridor commonly known as 700, 708, 712, 714, 716, and 720 SW Wilshire Blvd in Burleson, Johnson County, Texas, and being more particularly described in **Exhibit A** (the “Property”); and

WHEREAS, Developer seeks to develop mixed-use facilities on the Property and greatly improve the drainage on the Property, especially along Wilshire Blvd, substantially modify the vehicular access to the Property from both Wilshire Blvd and Summercrest Blvd, and greatly improve the walkability to and through the Property; and

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

WHEREAS, the BEDC Board finds and determines the Development will contribute to an increase in economic development in the City; and

WHEREAS, the BEDC Board finds and determines that the incentives contemplated in this Agreement constitute a “Project” as defined by the Development Corporation Act, codified in Subtitle C-1 of Title 12 of the Texas Local Government Code, in Section 501.103, in that the expenditures are for infrastructure improvements related to streets and roads, drainage, and site improvements necessary to promote new or expanded business development and enterprises; and

WHEREAS, the BEDC and Developer entered into a Performance Agreement executed on February 6, 2023, concerning the Development (defined below) (the “Original Agreement”); and

WHEREAS, the parties entered into the Original Agreement to accomplish the goals set forth in these recitals, and have now determined that the Original Agreement should be revised to, among other things, include additional infrastructure improvements related to streets and roads, specifically a turn lane off of Wilshire Blvd, and additional Incentives (defined below); and

WHEREAS, the parties deem it necessary to amend the Original Agreement and restate the agreement as set forth herein, to include all amendments to the Original Agreement in one document;

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

ARTICLE 1. **AUTHORIZATION**

The Burleson City Council and the BEDC Board both find and determine that this Agreement is authorized by Chapters 501 and 504 of the Texas Local Government Code, and that the incentives contemplated in this Agreement constitute a “Project” as defined by the Development Corporation Act, codified in Subtitle C-1 of Title 12 of the Texas Local Government Code, in Section 501.103.

ARTICLE 2. **DEFINITIONS**

2.01 The terms “Agreement,” “BEDC,” “City,” “Developer,” “Effective Date,” “Original Agreement,” “Project,” and “Property,” shall have the meanings provided, above.

2.02 “Building Permit” means the permit issued by the City’s building official reflecting that Developer may commence with construction of the Development in conformance with appropriate municipal codes.

2.03 “Capital Investment” means and shall include all hard and soft costs incurred relating to the Development, including actual construction costs including costs of all site preparation, environmental remediation costs, demolition costs, buildings, structures, infrastructure, utilities, landscaping and other onsite and offsite improvements, including all labor and materials, architect fees, and engineering fees but shall not include financing costs for the Capital Investments, tenant finish out costs not reimbursed by the Developer to the tenants, insurance costs, marketing costs, the purchase price of the Property, , or costs reimbursed to Developer by the BEDC in the form of Incentives.

2.04 “Certificate of Occupancy” means the document issued by the City certifying a building’s compliance with applicable building codes and other laws, and indicating it to be in a condition suitable for occupation.

2.05 “City Manager” means the city manager of the City.

2.06 “Concept Plan” means the plan depicted on **Exhibit B**.

2.07 “Development” means the removal of the existing buildings on the Property and the construction of a new mixed-use building(s) on the Property of at least 8,500 square feet, of which a minimum of 3,000 square feet will be first class office or restaurant space and an additional minimum of 5,500 square feet of restaurant space, to contain restaurant, office and retail locations and related site improvements, including the Site Improvements, to be constructed in general conformance with the Concept Plan.

2.08 “Event of Bankruptcy” means the dissolution or termination of Developer’s existence as a going business, insolvency, appointment of receiver for any part of Developer’s property and such appointment is not terminated within 90 days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Developer and such proceeding is not dismissed within 90 days after the filing thereof.

2.09 “Incentives” mean the combined contributions, monetary or otherwise, of the BEDC towards completion of the Development, as required by this Agreement.

2.10 “Site Improvements” means the Street Improvements and the improvements and permanent enhancements which are set forth in item numbers 3 through 21 of **Exhibit C**, which are drainage improvements, access improvements, walkability improvements, environmental remediation, and other improvements to be constructed on the Property in general conformance with the Concept Plan.

2.11 “Street Improvements” means the improvements and permanent enhancements which are set forth in **Exhibit D**, which are infrastructure improvements related to a turn lane off of Wilshire Blvd and other improvements to be constructed adjacent to the Property in general conformance with the Concept Plan.

2.12 “Substantially Complete” or “Substantial Completion” means that all buildings in the Development are constructed as shell buildings in conformance with appropriate municipal codes and ready for tenant finish out. The shell buildings and Development shall be constructed to such an extent that upon tenant finish out, the area finished out shall be eligible to secure full utility service, be eligible for a Certificate of Occupancy, and permit occupancy.

ARTICLE 3.
TERM

The term of this Agreement shall commence on the Effective Date and will terminate ten years following the date of issuance of the first Certificate of Occupancy for the Development.

ARTICLE 4.
IN GENERAL

4.01 The Development. It is the parties' intent to cooperate in the creation of a high-end mixed-use development comprised of first class office space and desirable restaurants, retail, and commercial to enhance and compliment the Wilshire Corridor substantially in conformance with the Concept Plan set forth in **Exhibit B**. Developer will be responsible for constructing the Development, and in furtherance thereof the parties acknowledge and agree that Developer may accomplish this by hiring a general contractor to perform such construction on its behalf, or by leasing a portion of the Property to a tenant pursuant to a ground lease, and such tenant shall then perform, or cause to be performed, such construction on that portion of the Property. The BEDC will provide the Incentives set forth in this Agreement provided Developer is in compliance with its duties and obligations set forth herein.

4.02 BEDC Participation. The BEDC's obligations under this Agreement shall not exceed One Million Seventy-three Thousand Five Hundred Sixty Dollars (\$1,073,560.00) for all obligations set forth herein, including all Incentives. The BEDC authorizes the City Manager to allocate such funds as permitted by law, and as necessary to meet the BEDC obligations set forth in this Agreement.

4.03 The following uses will not be permitted in the Development and Developer shall be obligated, during the Term of this Agreement, to ensure that any lease or transfer of title prohibits such uses to the extent permitted by law:

- A. Cabinet and upholstery shop;
- B. Convenience store with automotive fuel sales;
- C. Fire or police station;
- D. Mortuary or funeral home;
- E. Plumbing shop (no outside storage);
- F. Railroad passenger terminal;
- G. Swimming pool; and

H. Taxidermy.

**ARTICLE 5.
COVENANTS OF DEVELOPER**

5.01 Covenants Regarding Developer Development and Operations. In consideration of BEDC agreeing to pay Developer the Incentives 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 the Incentives, subject to Article 12 below:

A. Design and construct the Development and Street Improvements in substantial conformance with the criteria and development standards set forth in the ordinances of the City of Burleson and applicable state and federal laws.

B. Design and construct the Development and Street Improvements in substantial conformance with the Concept Plan.

C. Operate the Development in substantial conformance with the criteria and development standards set forth in the ordinances of the City of Burleson and applicable state and federal laws.

D. Close and purchase and acquire fee simple title to the Property by May 1, 2023.

E. Complete any required zoning application and file with the City by May 31, 2023.

F. Commence construction (i.e., obtain a building permit from the City and start rough grading) on the Development no later than September 30, 2024.

G. Substantially Complete construction of the Development and Street Improvements no later than December 31, 2024.

H. Make a minimum Capital Investment of no less than Four Million Dollars (\$4,000,000.00) in the Property no later than December 31, 2024.

I. Recruit to the Development at least four (4) new-to-market retail, office, or restaurant tenants, with each of the four tenants receiving a certificate of occupancy in the Development no later than December 31, 2025.

J. Developer shall remain current and paid on all property taxes, subject to appeal rights in accordance with law and subject to a right to cure any delinquency as set forth herein.

5.02 Verification of Capital Investment. On or before February 15, 2025, Developer shall provide written verification to the BEDC that the Capital Investment made by Developer meets or exceeds the requirements set forth in this Agreement. The BEDC may request, and Developer hereby agrees that it will permit reasonable review of information that permits the BEDC to verify that the Capital Investment made by Developer for the Development meets or exceeds the requirements of this Agreement.

ARTICLE 6.
COVENANTS AND INCENTIVES OF BEDC

6.01 Incentives. Subject to Developer complying with its duties and obligations under this Agreement, the BEDC agrees to the Incentives set forth in this Section. The Incentives shall be a reimbursement of Developer's expenses related to Developer's construction of the Site Improvements in the Development not to exceed One Million Seventy-Three Thousand Five Hundred Sixty Dollars (\$1,073,560.00), payable to Developer in the incremental, scheduled amounts specified below upon completion of the following milestones:

A. Upon Substantial Completion of the Development, the Incentive due to Developer shall be a reimbursement of Developer's expenses related to Developer's construction of the Site Improvements up to Four Hundred Twenty-Five Thousand Dollars (\$425,000.00); and

B. Upon receipt of a Certificate of Occupancy from four (4) new-to-market retail, office, or restaurant tenants in the Development, the Incentive due to Developer shall be a reimbursement of Developer's expenses related to Developer's construction of the Site Improvements up to Four Hundred Twenty-Five Thousand Dollars (\$425,000.00).

C. Upon the City inspecting and accepting the Street Improvements, the Incentive due to Developer shall be a reimbursement of Developer's expenses related to Developer's construction of the Street Improvements up to Two Hundred Twenty-Two Thousand Five Hundred Sixty Dollars (\$223,560.00).

6.02 Verification of Completion of Milestone. Following the completion of a milestone specified in Section 6.01, Developer shall provide written notice of such completion to the BEDC and provide proof of costs reasonably satisfactory to the BEDC. Developer agrees that BEDC shall not be required to make any Incentive payment under this Agreement until such time that Developer provides such written notice and proof of costs. The BEDC may request, and Developer hereby agrees that it will permit reasonable review of information that permits the BEDC to verify that the costs made by Developer for the Development meets or exceeds the requirements of this Agreement. Additionally, the BEDC may request, and Developer hereby agrees that it will permit reasonable inspection of the Property during normal business hours that permits the BEDC to verify that the improvements made by Developer for the Development meet or exceed the requirements of this Agreement. Following written notice of completion and proof of costs reasonably

satisfactory to the BEDC, BEDC shall pay Developer the Incentive amount specified in Section 6.01, subject to the terms and provisions of this Agreement, within 90 days.

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

The parties hereto find that the area described herein constitutes an area of architectural importance and significance and the City Council of the City of Burleson, Texas, hereby designates it as an area of architectural importance and significance for purposes of Chapter 3000 of the Texas Government Code (the "Code"). In consideration for the mutual covenants and conditions contained herein and pursuant to Section 3000.002(d) of the Code, Developer voluntarily consents to the application of all City rules, charter provisions, ordinances, orders, building codes, and other regulations existing as of the Effective Date hereof (the "Regulations") that govern the use or installation of a building product or material in the construction, renovation, maintenance, or other alteration of a residential or commercial building on the Property regardless of whether a different building product or material is approved for use by a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building. In addition, Developer voluntarily consents to the application of the Regulations that establish a standard for a building product, material, or aesthetic method in construction, renovation, maintenance, or other alteration of a residential or commercial building, regardless of whether the standard is more stringent than a standard for the product, material, or aesthetic method under a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building. The parties agree that: 1) the City will not issue any permits for the Property in violation of this Article; 2) the covenants contained within this Article constitute a material term of this Agreement; 3) Developer's voluntary consent to the application of the Regulations to the Property, as described in this Article, constitutes a material inducement for the BEDC to authorize the Incentives described herein; 4) the covenants contained herein shall run with the land and shall bind Developer and all successors and assigns; and 5) this Article shall survive termination or expiration of this Agreement.

ARTICLE 8.
AUTHORITY; COMPLIANCE WITH LAW

8.01 Developer hereby represents and warrants to the BEDC 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.

8.02 Notwithstanding any other provision of this Agreement, Developer shall comply with all federal, state, and local laws.

8.03 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 Incentives received by Developer as of the date of such violation within 120 business days after the date Developer is notified by the City or the BEDC of such violation, plus interest at the rate the City of Burleson is paying on the most recent issuance of bonded indebtedness prior to Developer's violation of this Section.

8.04 Developer agrees, verifies, and certifies that it does not and during the duration of this Agreement will not:

- A. boycott Israel as that term is defined in Texas Government Code Section 808.001 and Chapter 2271, as amended;
- B. do business with Iran, Sudan, or a foreign terrorist organization, as defined in Texas Government Code Chapter 2270, as amended;
- C. boycott energy companies as defined in Texas Government Code Section 809.001 and Chapter 2274, as amended; or
- D. discriminate against a firearm trade association as defined in Texas Government Code Chapter 2274, as amended.

ARTICLE 9. **DEFAULT, REMEDIES AND TERMINATION**

9.01 Default by Developer.

(A) False Representation and Falsification of Documentation. In the event Developer knowingly provides any false representation or provides any false documentation of costs or achievement of any milestone or requirement under this Agreement, Developer shall be in default of this Agreement and shall within thirty (30) days of the date of receipt of the of same from the BEDC return any funds received by Developer related to such false representation or false documentation.

(B) Other Default. In the event: (i) Developer fails to fulfill its obligations under Article 5 of this Agreement; (ii) Developer has delinquent ad valorem or sales taxes owed to the City provided that Developer retains the right to timely and properly protest and/or contest any such taxes; (iii) Developer materially breaches any of the material terms and conditions of this Agreement; or (iv) Developer experiences an Event of Bankruptcy, then Developer after the expiration of the notice and cure periods described herein, shall be in default of this Agreement. In the event of such a default, BEDC shall give Developer written notice of such breach and/or default, and if Developer has not cured such breach or default within 90 days after receipt of such notice, the BEDC may terminate this Agreement by written notice to Developer. If BEDC terminates this Agreement pursuant to this Section,

Developer shall not be entitled to any additional Incentive payments from BEDC and the BEDC shall have no further obligation to Developer.

(C) The repayment obligation of Developer set forth in Sections 8.03, 9.01(A), and 13.02 shall survive termination of this Agreement.

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

ARTICLE 10. **RIGHT OF OFFSET**

Developer agrees that, subject to the provision of notice by BEDC and 90-day period following receipt of notice in which Developer may respond or act, BEDC may offset the amount of any compensation 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 11. **VENUE AND GOVERNING LAW**

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

ARTICLE 12. **FORCE MAJEURE**

Performance of Developer's obligations under this Agreement 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, pandemic, or other causes beyond the parties' reasonable control, including but not limited to, any court or judgment resulting from any litigation affecting the Property or this Agreement.

ARTICLE 13.
GIFT TO PUBLIC SERVANT OR TO DEVELOPER REPRESENTATIVE

13.01 No Benefit. Each party hereto represents to the other that it has not offered, conferred, or agreed to confer and that it will not offer, confer or agree to confer in the future any benefit upon an employee or official of the other party. For purposes of this section, "benefit" means anything reasonably regarded as economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include (i) a contribution or expenditure made and reported in accordance with law or (ii) payment of the Incentives.

13.02 Right of Reimbursement. Notwithstanding any other legal remedies, BEDC may obtain reimbursement for any expenditure made to Developer as a result of the improper offer, agreement to confer, or conferring of a benefit to a City employee or official or a BEDC employee or official.

ARTICLE 14.
ASSIGNMENT

Developer may not assign any part of this Agreement without consent or approval by the BEDC Board of Directors and ratification by the City Council.

ARTICLE 15.
INDEMNIFICATION

15.01 DEVELOPER EXPRESSLY AGREES TO FULLY AND COMPLETELY DEFEND, INDEMNIFY, AND HOLD HARMLESS THE BEDC, AND ITS OFFICERS, AND EMPLOYEES, AND THE CITY, AND ITS OFFICERS, AND EMPLOYEES, AGAINST ANY AND ALL CLAIMS, LAWSUITS, LIABILITIES, JUDGMENTS, OUT-OF-POCKET COSTS (INCLUDING REASONABLE ATTORNEYS' FEES) AND OUT-OF-POCKET EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM, DAMAGES OR LIABILITY FOR WHICH RECOVERY OF DAMAGES IS SOUGHT (COLLECTIVELY, "LOSSES"), SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY ANY NEGLIGENT, GROSSLY NEGLIGENT, WRONGFUL, OR STRICTLY LIABLE ACT OR OMISSION OF DEVELOPER OR ITS AGENTS, EMPLOYEES, OR CONTRACTORS, ARISING OUT OF OR IN THE PERFORMANCE OF THIS CONTRACT; NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL DEVELOPER BE RESPONSIBLE FOR, NOR SHALL ITS INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS SECTION 15.01 EXTEND TO, ANY LOSSES ARISING OUT OF OR OCCASIONED BY THE ACTS OR OMISSIONS OF THE BEDC, AND ITS OFFICERS, AND EMPLOYEES, OR THE CITY, ITS OFFICERS AND EMPLOYEES, THAT CONSTITUTE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. 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 Developer, BEDC, and the City

and is not intended to create or grant any rights, contractual or otherwise, in or to any other person.

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

15.03 The provisions of this Article 15 shall survive termination of this Agreement.

ARTICLE 16. **MISCELLANEOUS MATTERS**

16.01 Time is of Essence. Time is of the essence in this Agreement. The parties hereto will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

16.02 Agreement Subject to Law. This Agreement is made subject to and in accordance with the Burluson Home Rule Charter and ordinances of the City, as amended, and all applicable State and federal laws.

16.03 Interpretation. Each of the parties have been represented by counsel of their choosing in the negotiation and preparation of this Agreement. In the event of any dispute regarding the interpretation of this Agreement, this Agreement will be interpreted fairly and reasonably and neither more strongly for nor against any party based on draftsmanship.

16.04 Counterparts Deemed Original; Electronic Signatures. 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. Any pdf-format or other electronic transmission of any signature of a signatory shall be deemed an original and shall bind such signatory.

16.05 Captions. The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

16.06 Complete Agreement. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in the Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached and made a part of this Agreement.

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

16.08 Notice. Any notice to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be (i) delivered personally, with a receipt requested therefore; or (ii) sent by a nationally recognized overnight courier service; or (iii) delivered by United States certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the respective party at its address set forth below, and shall be effective (a) upon receipt or refusal if delivered personally; (b) one business day after depositing, with such an overnight courier service or (c) two business days after deposit in the United States mail, 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: 2525 FTG - TULSA, LLC
P. O. Box 471819
Fort Worth, Texas 76147
Attn: Louis E. Martin, III

BEDC: Burleson 4A Economic Development Corp.
Attn: Board President
141 West Renfro
Burleson, TX 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, TX 76107

With a copy to: City Manager
City of Burleson, Texas
141 West Renfro
Burleson, TX 76028

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

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

16.11 Approval by the City Council Required. The BEDC'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 such Agreement is signed by the parties and the City Council of the City of Burleson, Texas ratifies and approves the BEDC's action to enter into this Agreement.

[Signature pages to follow]

BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION

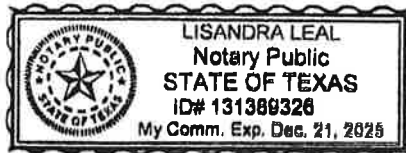
By: *[Signature]*
Name: Don McClendon
Title: Board President
Date: June 20, 2023
Date: February , 2023

STATE OF TEXAS
COUNTY OF Johnson

This instrument was acknowledged before me on February 20, 2023, by Don McClendon, known personally by me to be the Board President of the Burleson 4A Economic Development Corporation, on behalf of said entity.

[Notary Seal]

Lisandra Leal
Notary Public, State of Texas



2525 FTG - TULSA, LLC,
A Texas limited liability company

By: 

Name: Louis E. Martin, III

Title: Manager

Date: ~~February~~ June 13, 2023

STATE OF TEXAS
COUNTY OF TARRANT

This instrument was acknowledged before me on ~~February~~ June 13, 2023 by Louis E. Martin, III, known personally by me to be the manager of 2525 FTG - Tulsa, LLC, on behalf of said entity.

[Notary Seal]


Notary Public, State of Texas

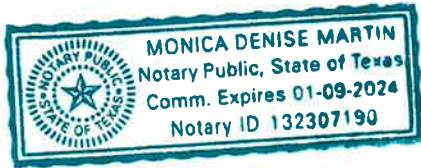
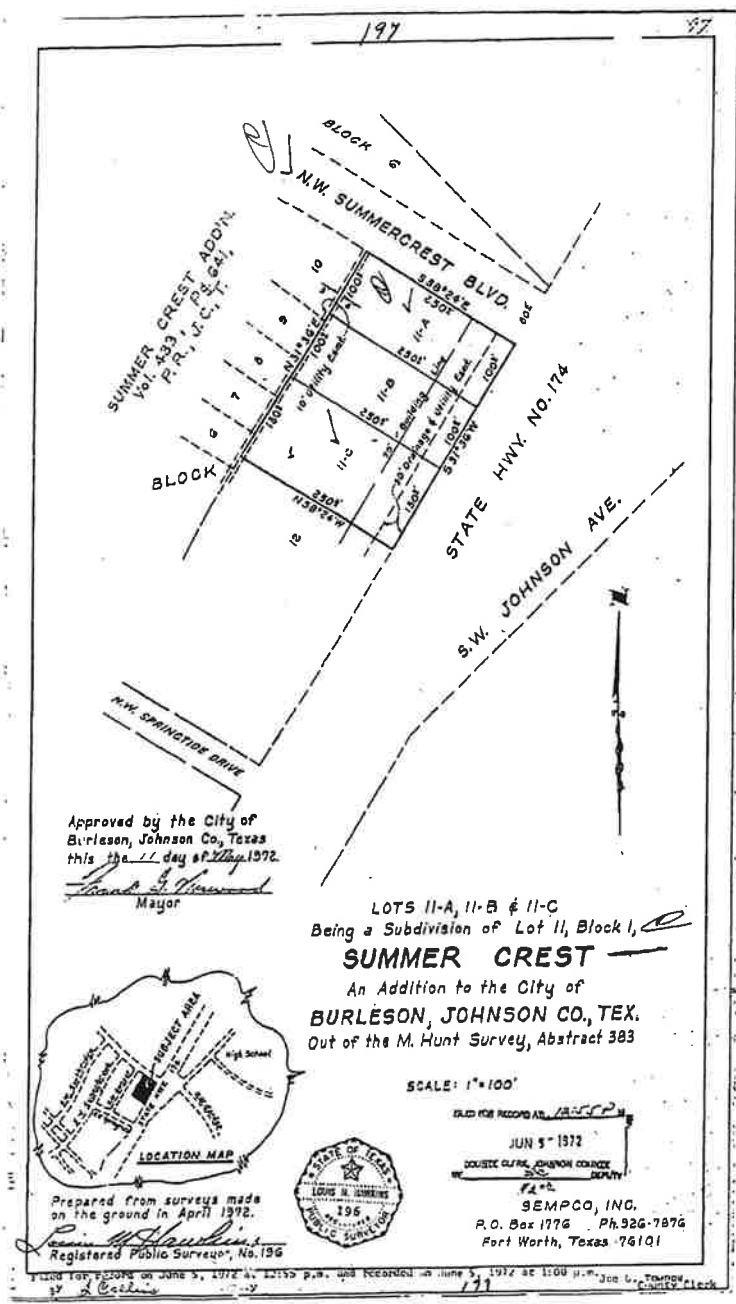


Exhibit A
The Property

1/197



Approved by the City of
Burleson, Johnson Co., Texas
this the 11 day of May, 1972.
Frank G. Howard
Mayor

LOTS 11-A, 11-B & 11-C
Being a Subdivision of Lot 11, Block 1,
SUMMER CREST
An Addition to the City of
BURLESON, JOHNSON CO., TEX.
Out of the M. Hunt Survey, Abstract 383



SCALE: 1"=100'

FILED FOR RECORD AT
JUN 5 1972
JULIUS CLYDE JOHNSON CLERK
DEPUTY



Prepared from surveys made
on the ground in April 1972.
James M. Henderson
Registered Public Surveyor, No. 196

SEMPCO, INC.
P.O. Box 1776 Ph. 926-7876
Fort Worth, Texas 76101

FILED FOR RECORD ON JUNE 5, 1972 A. 12:50 P.M. and RECORDED on June 5, 1972 at 1:00 P.M. Joe G. TAYLOR, CLERK

Survey plat of
LOT 11-B, BLOCK 1
SUMMER CREST
 an addition to the City of Burleson,
 Johnson County, Texas
 according to the Plat recorded in
 Volume 1, Page 197
 Plat Records, Johnson County, Texas.



Coombs Land Surveying, Inc.

P.O. Box 11370 Fort Worth, Texas 76110
 1374 W. Victory Blvd. Fort Worth, Texas 76107
 (817) 731-6400 (817) 731-6400 FAX

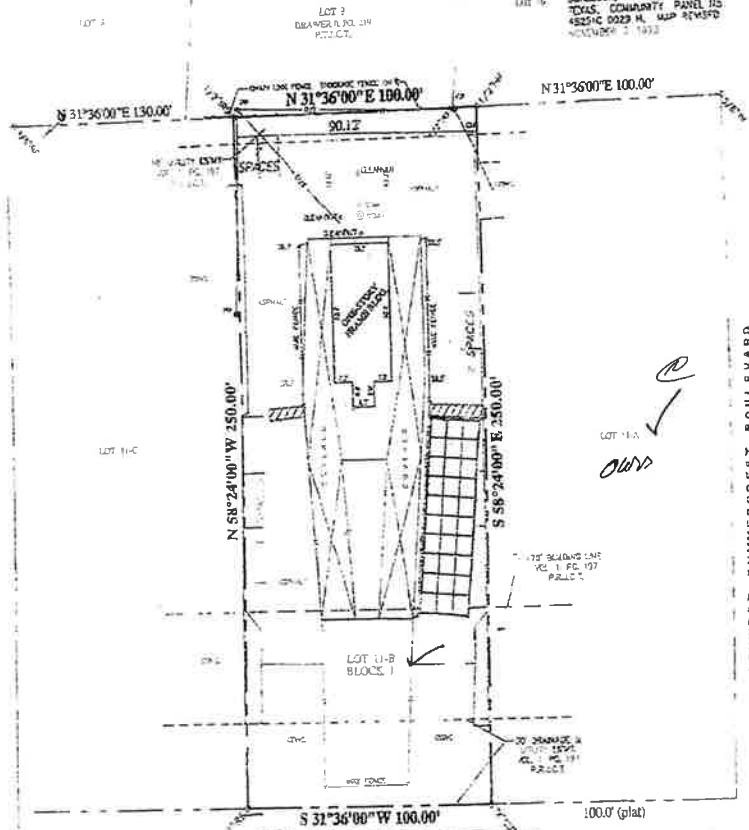
U.S. JOB NO. 11-0156
 OF NO. 07301-0001-7

ALL SUBJECT PROPERTY BOUNDARY
 BEARINGS AND DISTANCES ARE
 PLAT IN ACTUAL UNLESS OTHERWISE
 NOTED HEREOF

PLAT OF 22' R.O.W. NORTHWEST CORNER OF THE CITY OF
 BURLESON ALONG WILSHIRE BOULEVARD AS SHOWN ON PLAT RECORDED
 IN VOL. 1, PG. 197, P.F. 207

R7 DISTRICT FROM RFD TOWN
 R5 (LENGTH FROM RFD 57'

NOTE:
 NO PORTION OF THIS PROPERTY
 LIES WITHIN A 100-YEAR FLOOD
 BOUNDARY LINE ACCORDING TO
 THE NATIONAL FLOOD INSURANCE
 PROGRAM'S FLOOD INSURANCE
 RATE MAP FOR THE CITY OF
 BURLESON, JOHNSON COUNTY,
 TEXAS, COMMUNITY PANEL NO.
 48254C 0029 H, MAP REVISED
 NOVEMBER 2, 1992



**708 SOUTHWEST
 WILSHIRE BOULEVARD**
 (S. N. 174)
 ASPHALT PAVEMENT
 VARIABLE WIDTH R.O.W.

SURVEYED ON THE GROUND
 SEPTEMBER 7, 2007
 RECORDED SEPTEMBER 13, 2007
 RONALD W. COOMBS R.F.L.S.
 STATE OF TEXAS NO. 5224

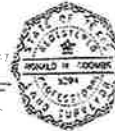


EXHIBIT A

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Exhibit C Site Improvements

Carrillo Engineering, LLC		Opinion of Probable Construction Cost			
				Date:	2/2/2023
Project:	Burlison Retail Summercrest			Prepared By:	KR
Project No.:	22-139-001			Checked By:	AC
Sheet 1 of 1					
Item No	Item Description	Quantity	Unit	Unit Price	Item Cost
1	Mobilization	1	LS	\$20,000.00	\$20,000
2	Site Preparation/Demolition	1	LS	\$19,000.00	\$19,000
3	Environmental Remediation	1	LS	\$41,000.00	\$41,000
4	SWPPP	1	LS	\$7,500.00	\$7,500
5	Full Depth Sawcut	380	LF	\$15.00	\$5,700
6	7" Concrete Pavement Drive Approach	135	SY	\$120.00	\$16,200
7	6" Concrete Pavement	7,817	SY	\$100.00	\$781,700
8	5" Concrete Pavement	135	SY	\$90.00	\$12,150
9	Concrete Drainage Flume	6	EA	\$1,000.00	\$6,000
10	4" Sidewalks	2,160	SF	\$10.00	\$21,600
11	4" Concrete Pilot Channel	110	SY	\$80.00	\$8,800
12	6" Sanitary Sewer Line	474	LF	\$75.00	\$35,550
13	Grease Trap	3	EA	\$15,000.00	\$45,000
14	Connect to Existing 6" Water Line	2	EA	\$1,800.00	\$3,600
15	8" Water Line	209	LF	\$80.00	\$16,720
16	2" Water Line	197	LF	\$40.00	\$7,880
17	1 1/2" Water Line	80	LF	\$30.00	\$2,400
18	1 1/2" Domestic Meter	1	EA	\$9,600.00	\$9,600
19	2" Domestic Meter	1	EA	\$3,000.00	\$3,000
20	1" Domestic Meter	2	EA	\$2,000.00	\$4,000
21	1" Irrigation Meter	11	EA	\$250.00	\$2,750
22	Wheel Stop	1	LS	\$75,000.00	\$75,000
	Landscaping and Irrigation	1	LS	\$75,000.00	\$75,000
Basis for Cost Projection:				Subtotal:	\$1,057,650.00
				Contingency. (% +/-) 20%	\$211,530.00
				Total:	\$1,269,180.00

- Basis for Cost Projection:
- No Design Completed
 - Preliminary Design
 - Final Design

This total does not reflect engineering, technical services, inspection, permitting fees, development or impact fees other than water and sewer impact fees. It also does not include public roadway, water, sewer, or traffic signal improvements.

The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at the time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

Exhibit D

Carrillo Engineering, LLC		Opinion of Probable Construction Cost		
				Date: 4/18/2023
Project:	Burleson Retail Summercrest			Prepared By: KR
Project No.:	22-139-001			Checked By: AC

Paving/Signal Improvements					
1	Mobilization	1	LS	\$20,000	\$20,000
2	Site Preparation	1	LS	\$19,000	\$19,000
3	Traffic Control	1	LS	\$30,000	\$30,000
4	Traffic Signal Improvements	1	EA	\$150,000	\$150,000
5	Right Turn Lanes Paving	850	SY	\$100	\$85,000
6	Right Turn Lanes Re-striping	2	EA	\$10,000.00	\$20,000
Subtotal:					\$324,000
Contingency (% +/-)				20%	\$64,800
Surveying/Engineering				18%	\$58,320
Total:					\$447,120

PERFORMANCE AGREEMENT BETWEEN THE BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION AND 2525 FTG - TULSA, LLC

This Performance Agreement (the "Agreement") is entered into as of February 16, 2023 (the "Effective Date") by and between the Burleson 4A Economic Development Corporation, a Texas municipal development corporation located in the City ("BEDC"), by and through its Board President, and 2525 FTG - Tulsa, LLC, a Texas limited liability company ("Developer"), by and through its manager.

WITNESSETH:

WHEREAS, the City of Burleson, a Texas home rule municipal corporation ("City"), located in the counties of Johnson and Tarrant, has established a regional economic center with unique architecture in the State Highway 174 corridor ("Wilshire Corridor"); and

WHEREAS, the City desires to encourage and incentivize high quality development comprised of office, retail, restaurants, and commercial along the Wilshire Corridor to, among other things, improve drainage, site access, and walkability; and

WHEREAS, Developer is under contract to purchase real property in the Wilshire Corridor commonly known as 700, 708, 712, 714, 716, and 720 SW Wilshire Blvd in Burleson, Johnson County, Texas, and being more particularly described in **Exhibit A** (the "Property"); and

WHEREAS, Developer seeks to develop mixed-use facilities on the Property and greatly improve the drainage on the Property, especially along Wilshire Blvd, substantially modify the vehicular access to the Property from both Wilshire Blvd and Summercrest Blvd, and greatly improve the walkability to and through the Property; and

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

WHEREAS, the BEDC Board finds and determines the Development will contribute to an increase in economic development in the City; and

WHEREAS, the BEDC Board finds and determines that the incentives contemplated in this Agreement constitute a "Project" as defined by the Development Corporation Act, codified in Subtitle C-1 of Title 12 of the Texas Local Government Code, in Section 501.103, in that the expenditures are for infrastructure improvements related to streets and roads, drainage, and site improvements necessary to promote new or expanded business development and enterprises; and

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

ARTICLE 1. **AUTHORIZATION**

The Burseson City Council and the BEDC Board both find and determine that this Agreement is authorized by Chapters 501 and 504 of the Texas Local Government Code, and that the incentives contemplated in this Agreement constitute a "Project" as defined by the Development Corporation Act, codified in Subtitle C-1 of Title 12 of the Texas Local Government Code, in Section 501.103.

ARTICLE 2. **DEFINITIONS**

2.01 The terms "Agreement," "BEDC," "City," "Developer," "Effective Date," "Project," and "Property," shall have the meanings provided, above.

2.02 "Building Permit" means the permit issued by the City's building official reflecting that Developer may commence with construction of the Development in conformance with appropriate municipal codes.

2.03 "Capital Investment" means and shall include all hard and soft costs incurred relating to the Development, including actual construction costs including costs of all site preparation, environmental remediation costs, demolition costs, 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 Investments, tenant finish out costs not reimbursed by the Developer to the tenants, insurance costs, marketing costs, the purchase price of the Property, offsite improvements, or costs reimbursed to Developer by the BEDC in the form of Incentives.

2.04 "Certificate of Occupancy" means the document issued by the City certifying a building's compliance with applicable building codes and other laws, and indicating it to be in a condition suitable for occupation.

2.05 "City Manager" means the city manager of the City.

2.06 "Concept Plan" means the plan depicted on **Exhibit B**.

2.07 "Development" means the removal of the existing buildings on the Property and the construction of a new mixed-use building(s) on the Property of at least 8,500 square feet, of which a minimum of 3,000 square feet will be first class office space and a minimum of 5,500 square feet of restaurant space, to contain restaurant, office and retail locations and related site improvements, including the Site Improvements, to be constructed in general conformance with the Concept Plan.

2.08 “Event of Bankruptcy” means the dissolution or termination of Developer’s existence as a going business, insolvency, appointment of receiver for any part of Developer’s property and such appointment is not terminated within 90 days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Developer and such proceeding is not dismissed within 90 days after the filing thereof.

2.09 “Incentives” mean the combined contributions, monetary or otherwise, of the BEDC towards completion of the Development, as required by this Agreement.

2.10 “Site Improvements” means the improvements and permanent enhancements which are set forth in item numbers 3 through 21 of **Exhibit C**, which are drainage improvements, access improvements, walkability improvements, environmental remediation, and other improvements to be constructed on the Property in general conformance with the Concept Plan.

2.11 “Substantially Complete” or “Substantial Completion” means that all buildings in the Development are constructed as shell buildings in conformance with appropriate municipal codes and ready for tenant finish out. The shell buildings and Development shall be constructed to such an extent that upon tenant finish out, the area finished out shall be eligible to secure full utility service, be eligible for a Certificate of Occupancy, and permit occupancy.

ARTICLE 3. **TERM**

The term of this Agreement shall commence on the Effective Date and will terminate ten years following the date of issuance of the first Certificate of Occupancy for the Development.

ARTICLE 4. **IN GENERAL**

4.01 The Development. It is the parties’ intent to cooperate in the creation of a high-end mixed-use development comprised of first class office space and desirable restaurants, retail, and commercial to enhance and compliment the Wilshire Corridor substantially in conformance with the Concept Plan set forth in **Exhibit B**. Developer will be responsible for constructing the Development, and in furtherance thereof the parties acknowledge and agree that Developer may accomplish this by hiring a general contractor to perform such construction on its behalf, or by leasing a portion of the Property to a tenant pursuant to a ground lease, and such tenant shall then perform, or cause to be performed, such construction on that portion of the Property. The BEDC will provide the Incentives set forth in this Agreement provided Developer is in compliance with its duties and obligations set forth herein.

4.02 BEDC Participation. The BEDC's obligations under this Agreement shall not exceed Eight Hundred Fifty Thousand Dollars (\$850,000.00) for all obligations set forth herein, including all Incentives. The BEDC authorizes the City Manager to allocate such funds as permitted by law, and as necessary to meet the BEDC obligations set forth in this Agreement.

4.03 The following uses will not be permitted in the Development and Developer shall be obligated, during the Term of this Agreement, to ensure that any lease or transfer of title prohibits such uses to the extent permitted by law:

- A. Cabinet and upholstery shop;
- B. Convenience store with automotive fuel sales;
- C. Fire or police station;
- D. Mortuary or funeral home;
- E. Plumbing shop (no outside storage);
- F. Railroad passenger terminal;
- G. Swimming pool; and
- H. Taxidermy.

ARTICLE 5.
COVENANTS OF DEVELOPER

5.01 Covenants Regarding Developer Development and Operations. In consideration of BEDC agreeing to pay Developer the Incentives 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 the Incentives, subject to Article 12 below:

A. Design and construct the Development in substantial conformance with the criteria and development standards set forth in the ordinances of the City of Burleson and applicable state and federal laws.

B. Design and construct the Development in substantial conformance with the Concept Plan.

C. Operate the Development in substantial conformance with the criteria and development standards set forth in the ordinances of the City of Burleson and applicable state and federal laws.

D. Close and purchase and acquire fee simple title to the Property by May 1, 2023.

E. Complete any required zoning application and file with the City by May 31, 2023.

F. Commence construction (i.e., obtain a building permit from the City and start rough grading) on the Development no later than September 30, 2024.

G. Substantially Complete construction of the Development no later than December 31, 2024.

H. Make a minimum Capital Investment of no less than Four Million Dollars (\$4,000,000.00) in the Property no later than December 31, 2024.

I. Recruit to the Development at least four (4) new-to-market retail, office, or restaurant tenants, with each of the four tenants receiving a certificate of occupancy in the Development no later than December 31, 2025.

J. Developer shall remain current and paid on all property taxes, subject to appeal rights in accordance with law and subject to a right to cure any delinquency as set forth herein.

5.02 Verification of Capital Investment. On or before February 15, 2025, Developer shall provide written verification to the BEDC that the Capital Investment made by Developer meets or exceeds the requirements set forth in this Agreement. The BEDC may request, and Developer hereby agrees that it will permit reasonable review of information that permits the BEDC to verify that the Capital Investment made by Developer for the Development meets or exceeds the requirements of this Agreement.

ARTICLE 6. **COVENANTS AND INCENTIVES OF BEDC**

6.01 Incentives. Subject to Developer complying with its duties and obligations under this Agreement, the BEDC agrees to the Incentives set forth in this Section. The Incentives shall be a reimbursement of Developer's expenses related to Developer's construction of the Site Improvements in the Development not to exceed Eight Hundred Fifty Thousand Dollars (\$850,000.00), payable to Developer in the incremental, scheduled amounts specified below upon completion of the following milestones:

A. Upon Substantial Completion of the Development, the Incentive due to Developer shall be a reimbursement of Developer's expenses related to Developer's construction of the Site Improvements up to Four Hundred Twenty-Five Thousand Dollars (\$425,000.00); and

B. Upon receipt of a Certificate of Occupancy from four (4) new-to-market retail, office, or restaurant tenants in the Development, the Incentive due to Developer shall be a reimbursement of Developer's expenses related to Developer's construction of the Site Improvements up to Four Hundred Twenty-Five Thousand Dollars (\$425,000.00).

6.02 Verification of Completion of Milestone. Following the completion of a milestone specified in Section 6.01, Developer shall provide written notice of such completion to the BEDC and provide proof of costs reasonably satisfactory to the BEDC. Developer agrees that BEDC shall not be required to make any Incentive payment under this Agreement until such time that Developer provides such written notice and proof of costs. The BEDC may request, and Developer hereby agrees that it will permit reasonable review of information that permits the BEDC to verify that the costs made by Developer for the Development meets or exceeds the requirements of this Agreement. Additionally, the BEDC may request, and Developer hereby agrees that it will permit reasonable inspection of the Property during normal business hours that permits the BEDC to verify that the improvements made by Developer for the Development meet or exceed the requirements of this Agreement. Following written notice of completion and proof of costs reasonably satisfactory to the BEDC, BEDC shall pay Developer the Incentive amount specified in Section 6.01, subject to the terms and provisions of this Agreement, within 90 days.

ARTICLE 7.

REGULATIONS REGARDING BUILDING PRODUCTS, MATERIALS, OR METHODS

The parties hereto find that the area described herein constitutes an area of architectural importance and significance and the City Council of the City of Burleson, Texas, hereby designates it as an area of architectural importance and significance for purposes of Chapter 3000 of the Texas Government Code (the "Code"). In consideration for the mutual covenants and conditions contained herein and pursuant to Section 3000.002(d) of the Code, Developer voluntarily consents to the application of all City rules, charter provisions, ordinances, orders, building codes, and other regulations existing as of the Effective Date hereof (the "Regulations") that govern the use or installation of a building product or material in the construction, renovation, maintenance, or other alteration of a residential or commercial building on the Property regardless of whether a different building product or material is approved for use by a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building. In addition, Developer voluntarily consents to the application of the Regulations that establish a standard for a building product, material, or aesthetic method in construction, renovation, maintenance, or other alteration of a residential or commercial building, regardless of whether the standard is more stringent than a standard for the product, material, or aesthetic method under a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building. The parties agree that: 1) the City will not issue any permits for the Property in violation of this Article; 2) the covenants contained within this Article constitute a material term of this Agreement; 3) Developer's voluntary consent to the application of the Regulations to the Property, as described in this Article, constitutes a material inducement for the BEDC to authorize the

Incentives described herein; 4) the covenants contained herein shall run with the land and shall bind Developer and all successors and assigns; and 5) this Article shall survive termination or expiration of this Agreement.

ARTICLE 8.
AUTHORITY; COMPLIANCE WITH LAW

8.01 Developer hereby represents and warrants to the BEDC 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.

8.02 Notwithstanding any other provision of this Agreement, Developer shall comply with all federal, state, and local laws.

8.03 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 Incentives received by Developer as of the date of such violation within 120 business days after the date Developer is notified by the City or the BEDC of such violation, plus interest at the rate the City of Burleson is paying on the most recent issuance of bonded indebtedness prior to Developer's violation of this Section.

8.04 Developer agrees, verifies, and certifies that it does not and during the duration of this Agreement will not:

- A. boycott Israel as that term is defined in Texas Government Code Section 808.001 and Chapter 2271, as amended;
- B. do business with Iran, Sudan, or a foreign terrorist organization, as defined in Texas Government Code Chapter 2270, as amended;
- C. boycott energy companies as defined in Texas Government Code Section 809.001 and Chapter 2274, as amended; or
- D. discriminate against a firearm trade association as defined in Texas Government Code Chapter 2274, as amended.

ARTICLE 9.
DEFAULT, REMEDIES AND TERMINATION

9.01 Default by Developer.

In the event: (i) Developer fails to fulfill its obligations under Article 5 of this Agreement; (ii) Developer has delinquent ad valorem or sales taxes owed to the City provided that Developer retains the right to timely and properly protest and/or contest any such taxes; (iii) Developer materially breaches any of the material terms and conditions of this Agreement; or (iv) Developer experiences an Event of Bankruptcy, then Developer after the expiration of the notice and cure periods described herein, shall be in default of this Agreement. In the event of such a default, BEDC shall give Developer written notice of such breach and/or default, and if Developer has not cured such breach or default within 90 days after receipt of such notice, the BEDC may terminate this Agreement by written notice to Developer. If BEDC terminates this Agreement pursuant to this Section, Developer shall not be entitled to any additional Incentive payments from BEDC and the BEDC shall have no further obligation to Developer.

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

ARTICLE 10. **RIGHT OF OFFSET**

Developer agrees that, subject to the provision of notice by BEDC and 90-day period following receipt of notice in which Developer may respond or act, BEDC may offset the amount of any compensation 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 11. **VENUE AND GOVERNING LAW**

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

ARTICLE 12. **FORCE MAJEURE**

Performance of Developer's obligations under this Agreement 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, pandemic, or other causes beyond the parties' reasonable control, including but not limited to, any court or judgment resulting from any litigation affecting the Property or this Agreement.

ARTICLE 13.

GIFT TO PUBLIC SERVANT OR TO DEVELOPER REPRESENTATIVE

13.01 No Benefit. Each party hereto represents to the other that it has not offered, conferred, or agreed to confer and that it will not offer, confer or agree to confer in the future any benefit upon an employee or official of the other party. For purposes of this section, "benefit" means anything reasonably regarded as economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include (i) a contribution or expenditure made and reported in accordance with law or (ii) payment of the Incentives.

13.02 Right of Reimbursement. Notwithstanding any other legal remedies, BEDC may obtain reimbursement for any expenditure made to Developer as a result of the improper offer, agreement to confer, or conferring of a benefit to a City employee or official or a BEDC employee or official.

ARTICLE 14.

ASSIGNMENT

Developer may not assign any part of this Agreement without consent or approval by the BEDC Board of Directors and ratification by the City Council.

ARTICLE 15.

INDEMNIFICATION

15.01 DEVELOPER EXPRESSLY AGREES TO FULLY AND COMPLETELY DEFEND, INDEMNIFY, AND HOLD HARMLESS THE BEDC, AND ITS OFFICERS, AND EMPLOYEES, AND THE CITY, AND ITS OFFICERS, AND EMPLOYEES, AGAINST ANY AND ALL CLAIMS, LAWSUITS, LIABILITIES, JUDGMENTS, OUT-OF-POCKET COSTS (INCLUDING REASONABLE ATTORNEYS' FEES) AND OUT-OF-POCKET EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM, DAMAGES OR LIABILITY FOR WHICH RECOVERY OF DAMAGES IS SOUGHT (COLLECTIVELY, "LOSSES"), SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY ANY NEGLIGENT, GROSSLY NEGLIGENT, WRONGFUL, OR STRICTLY LIABLE ACT OR OMISSION OF DEVELOPER OR ITS AGENTS, EMPLOYEES, OR CONTRACTORS, ARISING OUT OF OR IN THE PERFORMANCE OF THIS CONTRACT; NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL DEVELOPER BE RESPONSIBLE FOR, NOR SHALL ITS INDEMNIFICATION OBLIGATIONS SET

FORTH IN THIS SECTION 15.01 EXTEND TO, ANY LOSSES ARISING OUT OF OR OCCASIONED BY THE ACTS OR OMISSIONS OF THE BEDC, AND ITS OFFICERS, AND EMPLOYEES, OR THE CITY, ITS OFFICERS AND EMPLOYEES, THAT CONSTITUTE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. 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 Developer, BEDC, and the City and is not intended to create or grant any rights, contractual or otherwise, in or to any other person.

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

ARTICLE 16. **MISCELLANEOUS MATTERS**

16.01 Time is of Essence. Time is of the essence in this Agreement. The parties hereto will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

16.02 Agreement Subject to Law. This Agreement is made subject to and in accordance with the Burluson Home Rule Charter and ordinances of the City, as amended, and all applicable State and federal laws.

16.03 Interpretation. Each of the parties have been represented by counsel of their choosing in the negotiation and preparation of this Agreement. In the event of any dispute regarding the interpretation of this Agreement, this Agreement will be interpreted fairly and reasonably and neither more strongly for nor against any party based on draftsmanship.

16.04 Counterparts Deemed Original; Electronic Signatures. 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. Any pdf-format or other electronic transmission of any signature of a signatory shall be deemed an original and shall bind such signatory.

16.05 Captions. The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

16.06 Complete Agreement. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in the Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached and made a part of this Agreement.

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

16.08 Notice. Any notice to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be (i) delivered personally, with a receipt requested therefore; or (ii) sent by a nationally recognized overnight courier service; or (iii) delivered by United States certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the respective party at its address set forth below, and shall be effective (a) upon receipt or refusal if delivered personally; (b) one business day after depositing, with such an overnight courier service or (c) two business days after deposit in the United States mail, 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: 2525 FTG - TULSA, LLC
P. O. Box 471819
Fort Worth, Texas 76147
Attn: Louis E. Martin, III

BEDC: Burleson 4A Economic Development Corp.
Attn: Board President
141 West Renfro
Burleson, TX 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, TX 76107

With a copy to: City Manager
City of Burleson, Texas
141 West Renfro
Burleson, TX 76028

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

16.10 Severability. In the event any section, subsection, paragraph, subparagraph, sentence, phrase, or word herein is held invalid, illegal, or unenforceable, the balance of this Agreement shall stand, shall be enforceable, and shall be read as if the parties intended at all times to delete said invalid section, subsection,

paragraph, subparagraph, sentence, phrase, or word. In the event there shall be substituted for such deleted provision a provision as similar in terms and in effect to such deleted provision as may be valid, legal and enforceable.

- 16.11 Approval by the City Council Required. The BEDC'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 such Agreement is signed by the parties and the City Council of the City of Burleson, Texas ratifies and approves the BEDC's action to enter into this Agreement.

[Signature pages to follow]

BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION

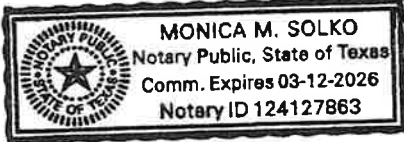
By: *[Signature]*
Name: Dan McDaniel
Title: Board President

Date: February 10, 2023

STATE OF TEXAS
COUNTY OF Johnson

This instrument was acknowledged before me on February 10, 2023, by Dan McDaniel known personally by me to be the Board President of the Burleson 4A Economic Development Corporation, on behalf of said entity.

[Notary Seal]



[Signature]
Notary Public, State of Texas

2525 FTG - TULSA, LLC,
A Texas limited liability company

By 

Name: Lisa E. Medin, III


Title: Manager

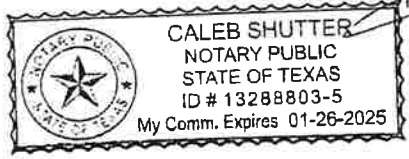
Date: February 3, 2023

STATE OF TEXAS
COUNTY OF Tarrant

This instrument was acknowledged before me on February 3, 2023 by Lisa E. Medin, III, known personally by me to be the manager of 2525 FTG - Tulsa, LLC, on behalf of said entity.

[Notary Seal]

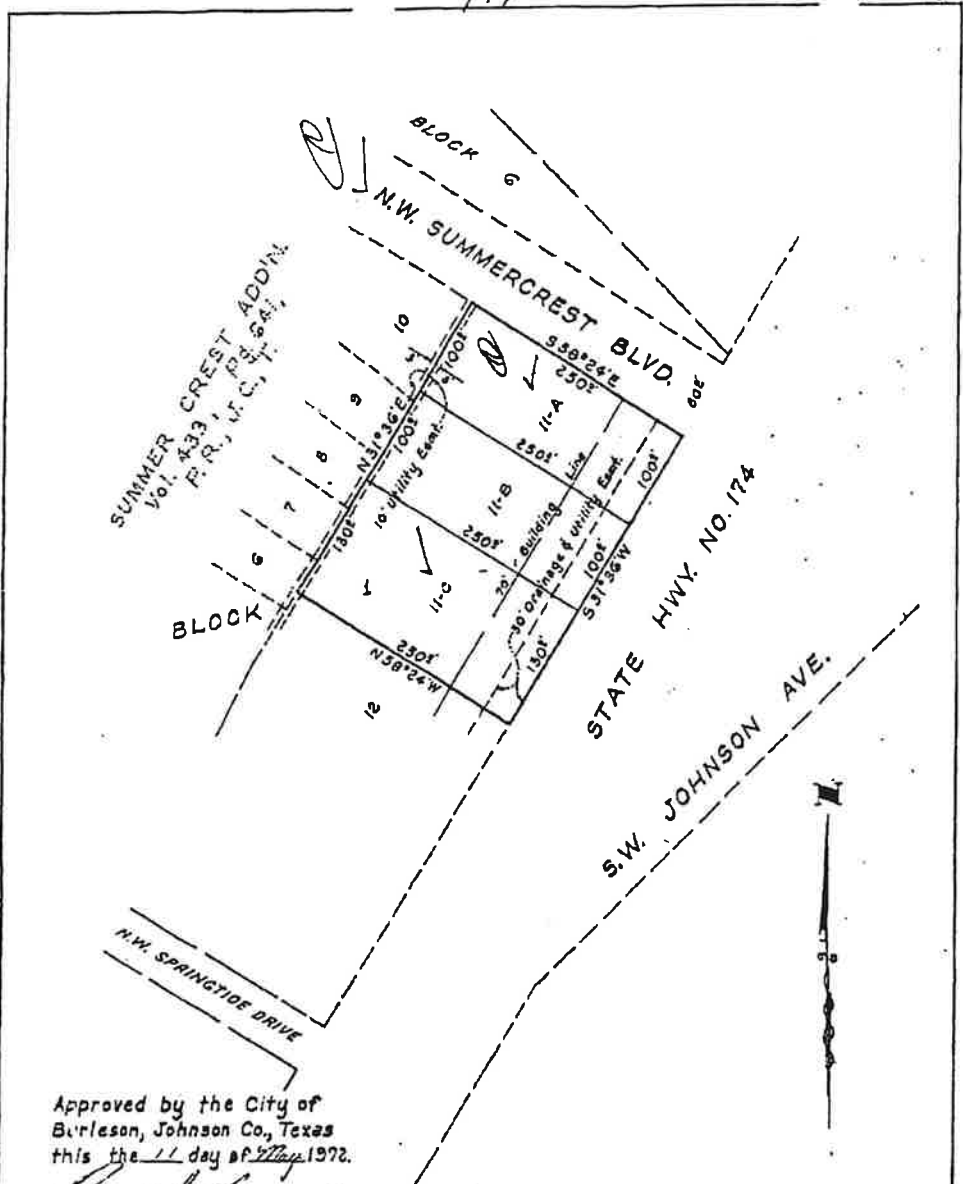

Notary Public, State of Texas



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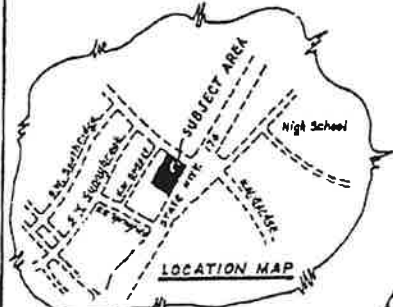
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Approved by the City of
Burleson, Johnson Co., Texas
this the 11 day of May 1972.
Frank G. Vincent
Mayor

LOTS 11-A, 11-B & 11-C
Being a Subdivision of Lot 11, Block 1,
SUMMER CREST
An Addition to the City of
BURLESON, JOHNSON CO., TEX.
Out of the M. Hunt Survey, Abstract 383



Prepared from surveys made
on the ground in April 1972.
Louis H. Jenkins
Registered Public Surveyor, No. 196



SCALE: 1" = 100'

FILED FOR RECORD AT 12:55 P.M.
JUN 5 1972
COUNTY CLERK, JOHNSON COUNTY
BY *FAOR* DEPUTY

SEMPCO, INC.
P.O. Box 1776 Ph. 926-7876
Fort Worth, Texas 76101

Filed for Record on June 5, 1972 at 11:55 p.m. and recorded on June 5, 1972 at 1:00 p.m.
by *Carolyn* *177* Joe L. Townes County Clerk

Survey plat of
LOT 11-B, BLOCK 1
SUMMERCREST
 an addition to the City of Harrison
 Johnson County, Texas
 according to the Plat recorded in
 Volume 1, Page 197
 Plat Records, Johnson County, Texas.



Coombs Land Surveying, Inc.

P.O. Box 11370 Fort Worth Texas 76110
 4374 W. Victory Blvd. Fort Worth, Texas 76107
 (817) 751-6400 (817) 751-6402 FAX

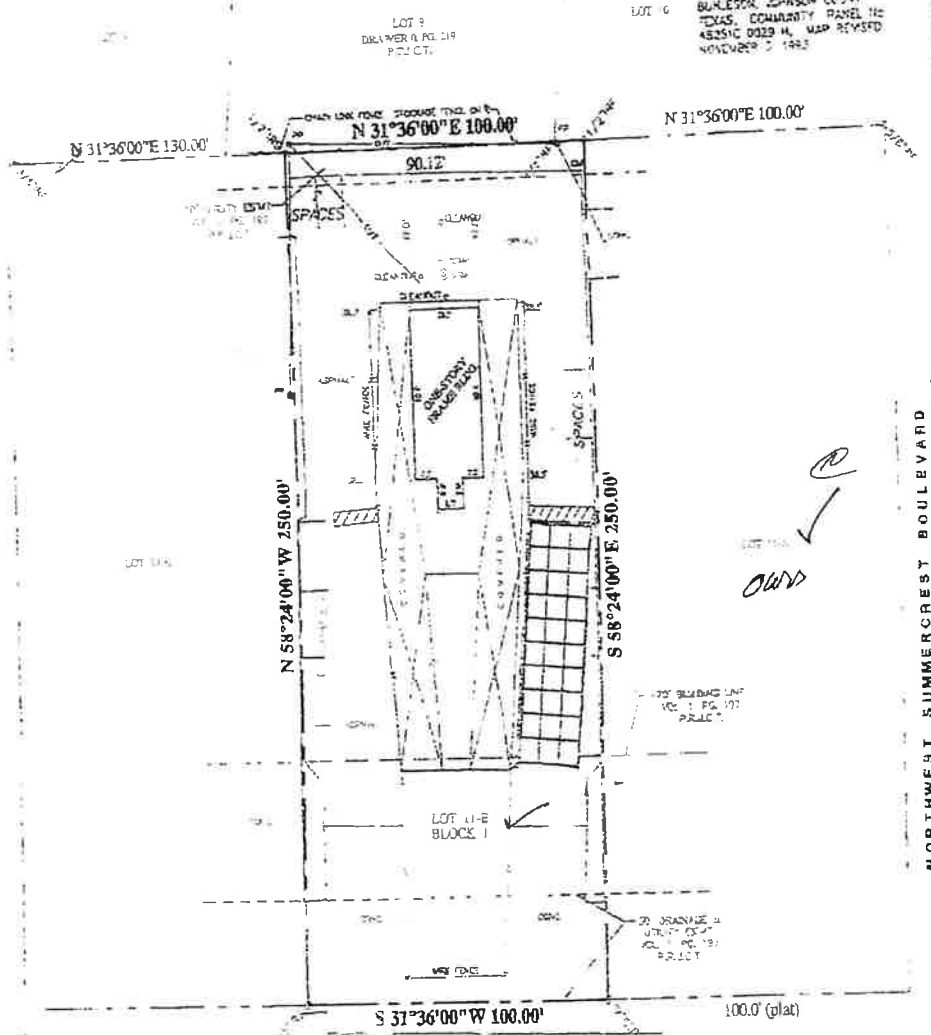
OLS JOB NO. 11-0216
 OF NO. 0791C - 00117

ALL SUBJECT PROPERTY BOUNDARY
 BEARINGS AND DISTANCES AND
 PLAT & ACTUAL ALIENS OF THE STATE
 MUST BE HEARD.

THIS PLAT BEARINGS, DISTANCES, POINTS, ETC. OF
 SOUTHWEST WILSHIRE BOULEVARD AS SHOWN ON PLAT RECORDS
 V. 1, P. 197, P.P. 207

BY NOTES FROM PLOT 1000
 BY NOTES FROM PLOT 1000

NO PORTION OF THIS PROPERTY
 LIES WITHIN A 100-YEAR FLOOD
 BOUNDARY LINE ACCORDING TO
 THE NATIONAL FLOOD INSURANCE
 PROGRAM'S FLOOD INSURANCE
 RATE MAP FOR THE CITY OF
 HARRISON, JOHNSON COUNTY,
 TEXAS, COMMUNITY PANEL NO.
 48251C 0229 H. MAP REVISED
 NOVEMBER 3, 1992.



**708 SOUTHWEST
 WILSHIRE BOULEVARD**
 (S. H. 174)
 ASPHALT SURFACING
 VARIABLE WIDTH R.O.W.

APPROVED BY THE BOARD OF
 SUPERVISORS OF JOHNSON COUNTY
 REVISED SEPTEMBER 1992
 RONALD A. COOMBS, P.L.S.
 FORT WORTH, TEXAS 76107



EXHIBIT A

Handwritten initials/signature

Carrillo Engineering, LLC		Opinion of Probable Construction Cost			
				Date:	2/2/2023
Project:	Burleson Retail Summercrest			Prepared By:	KR
Project No.:	22-139-001			Checked By:	AC
Sheet 1 of 1					
Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost
1	Mobilization	1	LS	\$20,000.00	\$20,000
2	Site Preparation/Demolition	1	LS	\$19,000.00	\$19,000
3	Environmental Remediation	1	LS	\$41,000.00	\$41,000
4	SWPPP	1	LS	\$7,500.00	\$7,500
5	Full Depth Sawcut	380	LF	\$15.00	\$5,700
6	7" Concrete Pavement Drive Approach	135	SY	\$120.00	\$16,200
7	6" Concrete Pavement	7,817	SY	\$100.00	\$781,700
8	5" Concrete Pavement	135	SY	\$90.00	\$12,150
9	Concrete Drainage Flume	6	EA	\$1,000.00	\$6,000
10	4" Sidewalks	2,160	SF	\$10.00	\$21,600
11	4" Concrete Pilot Channel	110	SY	\$80.00	\$8,800
12	6" Sanitary Sewer Line	474	LF	\$75.00	\$35,550
13	Grease Trap	3	EA	\$15,000.00	\$45,000
14	Connect to Existing 6" Water Line	2	EA	\$1,800.00	\$3,600
15	6" Water Line	209	LF	\$80.00	\$16,720
16	2" Water Line	197	LF	\$40.00	\$7,880
17	1 1/2" Water Line	60	LF	\$30.00	\$2,400
18	2" Domestic Meter	1	EA	\$9,600.00	\$9,600
19	1" Domestic Meter	1	EA	\$3,000.00	\$3,000
20	1" Irrigation Meter	2	EA	\$2,000.00	\$4,000
21	Wheel Stop	11	EA	\$250.00	\$2,750
22	Landscape and Irrigation	1	LS	\$75,000.00	\$75,000
Basis for Cost Projection:				Subtotal:	\$1,057,650.00
				Contingency, (%,+/-) 20%	\$211,530.00
				Total:	\$1,269,180.00

- Basis for Cost Projection:
- No Design Completed
 - Preliminary Design
 - Final Design

This total does not reflect engineering, technical services, inspection, permitting fees, development or impact fees other than water and sewer impact fees. It also does not include public roadway, water, sewer, or traffic signal improvements.

The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

City Council Regular Meeting

DEPARTMENT: Capital Engineering
FROM: Eric Oscarson, Deputy City Manager
MEETING: January 6, 2025

SUBJECT:

Consider and take possible action on a resolution authorizing a Local On-System Agreement with the Texas Department of Transportation (TxDOT) to improve SW Alsbury Blvd. and NW John Jones Drive intersection. (Project Number 197409) (*Staff Contact: Eric Oscarson, Deputy City Manager*)

SUMMARY:

The project includes a northbound right turn lane onto Alsbury Blvd. and a westbound right turn lane onto FM 731 (John Jones Dr.). The project will also include adjusting sidewalks and restriping the intersection to allow for dual left turns from southbound Alsbury Blvd. onto eastbound FM 731 (John Jones Dr.).

Whenever improvements are proposed along TxDOT facilities, the city must approve a resolution and Local On-System Agreement (LOSA) as part of the permit process. In this case, the intersection improvement is proposed and would be subject to TxDOT requirements. Typically, the city would be responsible for the direct and indirect costs associated with reviewing the LOSA application; however, the city requested and received a waiver of those costs.

Once the LOSA has been executed TxDOT will issue the permit for construction which is anticipated to be completed within six months.

RECOMMENDATION:

Approve a resolution authorizing a Local On-System Agreement with the Texas Department of Transportation (TxDOT) to improve SW Alsbury Blvd. and NW John Jones Dr. intersection.

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

May 3, 2021, City Council approved an Engineering Services Contract with Teague Nall & Perkins, Inc. for engineering design services in the amount in the amount of \$167,600 plus a 10% contingency, for a total amount not to exceed \$184,360.

January 8, 2024, City Council approved an amendment to the Engineering Services Contract with Teague Nall & Perkins, Inc. for engineering design services in the amount of \$55,500 for a total contract amount of \$239,860.

REFERENCE:

CSO# 1734-05-2021

FISCAL IMPACT:

NA

STAFF CONTACT:

Eric Oscarson
Deputy City Manager
eoscarson@burlesontx.com
817-426-9837

Alsbury at FM 731 Turn Lanes

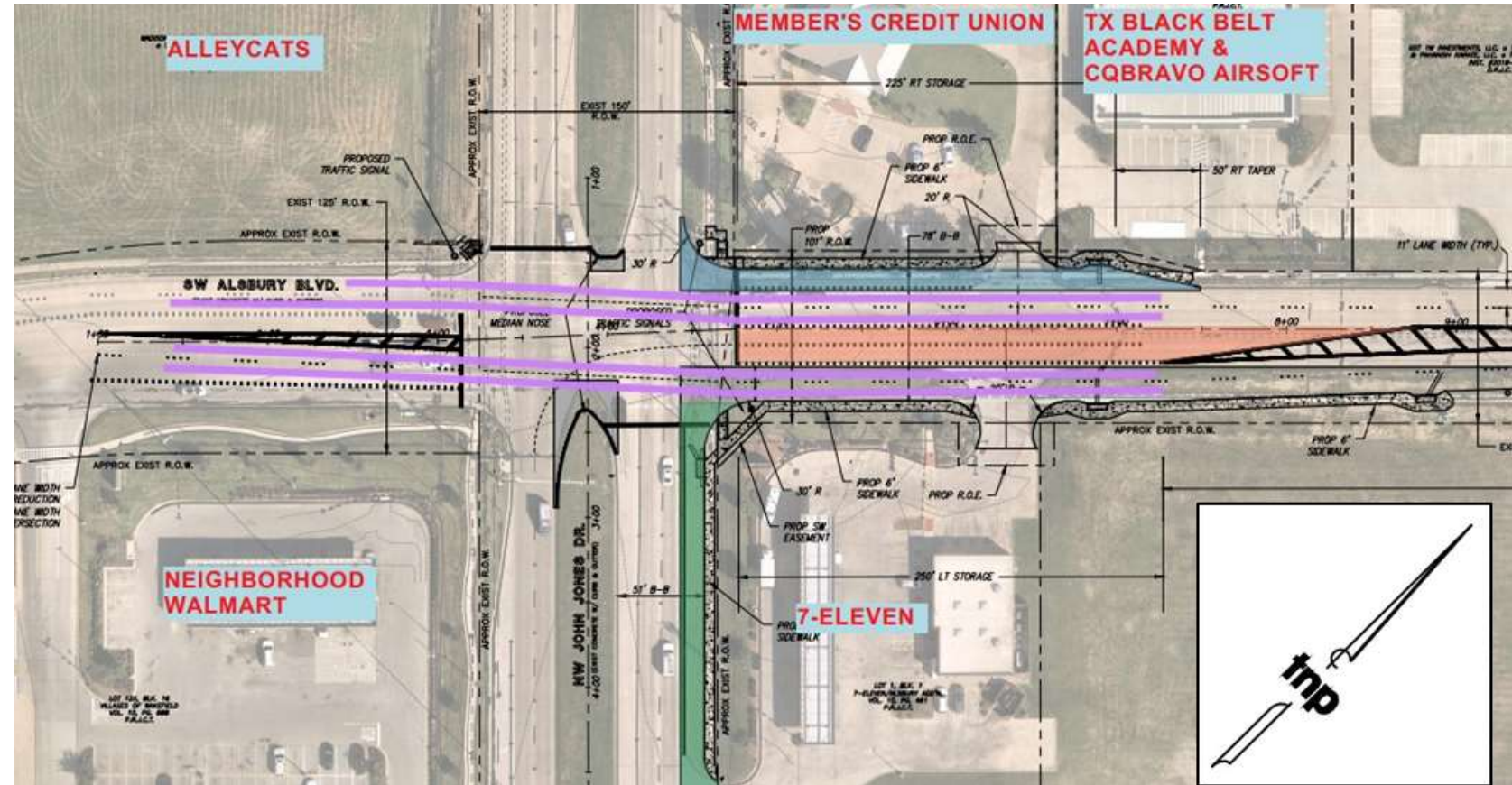
TxDOT Local On-System Agreement

City Council

January 21, 2025

Project Overview

- Construction of a northbound right turn lane onto Alsbury Blvd. (green shading)
- Construction of a westbound right turn lane onto FM 731 (John Jones Dr.) (blue shading)
- Dual left turn lanes onto southbound FM 731 (John Jones Dr.) (orange shading)
- Sidewalks and striping the intersection with two through lanes in each direction of Alsbury Blvd. (purple lines)



Project Status

- 100% Design Complete
- Utility Relocation underway
- Land Acquisition Complete
- Easement Acquisition Finalizing

Next Steps

- **LOSA approval**
- Bid in February
- Council action in March
- Construction in April



Local On-System Agreement

- Required by permitting process for improvements proposed to TxDOT roadways
- City is required to approve resolution as part of the LOSA
- Permit will be issued once LOSA is executed
- Construction is anticipated to be completed within 6-9 months after permit is issued



Recommendation

Approve a resolution authorizing a Local On-System Agreement with the Texas Department of Transportation (TxDOT) to improve SW Alsbury Blvd. and NW John Jones Drive intersection.



Questions?

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON SUPPORTING ENTERING INTO AN AGREEMENT FOR A LOCAL ON-SYSTEM IMPROVEMENT PROJECT AT SW ALSBURY BOULEVARD AND NW JOHN JONES DRIVE INTERSECTION, BY THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS OPEN TO THE PUBLIC AND THAT THE RECITALS ARE TRUE; AND PROVING AN EFFECTIVE DATE.

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

WHEREAS, the City is authorized to enter into contracts with the State of Texas, including agreements for local on-system improvement projects with the Texas Department of Transportation; and

WHEREAS, the City Council has been presented a proposed agreement for a local on-system improvement project with the State of Texas for the construction of the SW Alsbury Blvd & NW John Jones Drive Intersection Improvements project for a total estimated construction cost of \$605,869.00, with the City’s share of the costs estimated to be \$605,869.00 plus any cost overruns (hereinafter the “Agreement”), more specifically adding eastbound right turn lane onto Alsbury Blvd., northbound right turn lane onto John Jones, and re-striping the intersection for dual left turn lanes onto John Jones, and other work as described in the Agreement (hereinafter the “Project”); and

WHEREAS, the City Council supports entering into the Agreement; and

WHEREAS, the City possesses the funds on hand to participate in the Agreement, and is committed, subject to the terms and conditions of the Agreement;

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

Section 1.

The City Council hereby designates the City Manager as the City’s authorized official with the authority to execute the Agreement for the Project on behalf of the City and directs the City Manager to execute the Agreement on behalf of the City. The City Council further directs that the City Manager submit a copy of this resolution to the Texas Department of Transportation. The city is responsible for the project estimated cost of \$605,869.00 plus any cost overruns.

Section 2.

The findings, determinations, and recitations set out in the preambles of this resolution are found to be true and correct and they are hereby adopted by the City Council and made a part hereof for all purposes.

Section 3.

The City Council finds and determines that the meeting at which this resolution is passed was open to the public as required by law and that public notice of the time, place and purpose of said meeting was duly given as required by the Texas Open Meetings Act.

Section 4.

This resolution shall be effective immediately upon final passage.

PASSED, APPROVED, AND DULY RESOLVED by the City Council of the City of Burleson, Texas, on the _____ day of _____, 2025.

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney

CSJ #	02-4LOSA008
District #	02-Fort Worth
Code Chart 64 #	06600
Project Name	SW Alsbury Blvd & NW John Jones Drive Intersection Improvements

STATE OF TEXAS §

COUNTY OF TRAVIS §

**AGREEMENT
For A
LOCAL ON-SYSTEM IMPROVEMENT PROJECT**

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the Texas Department of Transportation called the “State”, and the **City of Burleson**, acting by and through its duly authorized officials, called the “Local Government.” The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116752**, authorizing the State to accept Local Government funded projects performed on the state highway system. The project covered by this Agreement includes only work within the state right of way as described in the Agreement, Article 2, Scope of Work (Project); and,

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated _____, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C) for the improvement covered by this Agreement. A map showing the Project location appears in Attachment A, Project Location Map (Attachment A), which is attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the completed Project is accepted by the State or unless terminated as provided below.

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2. Scope of Work

The Project consists of **adding a right-turn lane on Northbound John Jones Drive onto SW Alsbury Blvd as shown in Attachment A. As part of the improvements, a 6' sidewalk is planned along John Jones Drive and the reconstruction of median noses at the intersection to accommodate turning movements. One traffic signal is proposed to be replaced and upgraded as part of the project.**

3. Local Project Sources and Uses of Funds

- A. The total estimated cost of the Project is shown in Attachment B, Local On-System Improvement Project Budget (Attachment B), which is attached to and made a part of this Agreement. The estimated funds from the Local Government are shown in Attachment B. The State will pay for no Project costs performed by or managed by Local Government under this Agreement.
- B. Attachment B shows how necessary resources for completing the Project will be provided by major cost categories. These categories may include but are not limited to: (1) costs of real property (right of way); (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other Project costs.
- C. The Local Government shall be solely responsible for all of its costs associated with the Project provided for in this Agreement. The Local Government shall be responsible for cost overruns for the Project in excess of the estimated amount to be paid by the Local Government on Attachment B. The Local Government shall also be responsible for direct and indirect costs incurred by the State related to performance of this project if so indicated on Attachment B. If the State determines that the on-system improvements are of significant operational benefit to the State, the State may waive its direct or indirect costs. The State's waiver of its direct or indirect costs shall be indicated on Attachment B by showing the State as responsible for these costs. When the Local Government is responsible for the State's direct or indirect costs, the amount indicated on Attachment B is a fixed fee and not subject to adjustment except through the execution of an amendment to this Agreement.
- D. Prior to the performance of any engineering review work by the State, the Local Government shall pay to the State the amount of direct and indirect State costs specified in Attachment B.
- E. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Financial Management Division. The funds shall be deposited and managed by the State and are not refundable.
- F. The Local Government will begin construction on the Project within **6 months** after execution of the Agreement.
- G. The Local Government will complete construction and receive the State's acceptance of the project within **36 months** after the date the State authorizes in writing for the Local Government to commence construction of the Project.
- H. If the Local Government chooses not to or fails to complete the work once construction on the Project commences, the State may terminate this Agreement in accordance with

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paragraph 4.C. below. The State may address unfinished construction work as it determines necessary to protect the interests of the State, which includes returning the Project area to its original condition or completing the work using State forces or contractors. The Local Government shall pay all costs incurred by the State under this provision.

4. Termination of this Agreement

This Agreement shall remain in effect until the Project is completed and accepted by the State, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The State terminates the Agreement in writing due to the Local Government's failure to comply with paragraphs 3.F or 3.G; or
- C. The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party.

5. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment. Amendments may not include the addition of State or Federal funds. If any funds other than Local Government funds are proposed, this Agreement must be terminated and a new agreement with appropriate terms and clauses executed in its place.

6. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

7. Architectural and Engineering Services

The Local Government has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. The Project design shall, at a minimum conform to applicable State manuals.

The State shall review the plans, specifications, and estimates provided by the Local Government upon completion or at any time deemed necessary by the State. Should the State determine that the complete plans, specifications, and estimates for the Project are not acceptable, the Local Government shall correct the design documents to the State's satisfaction. Should additional specifications or data be required by the State, the Local Government shall redesign the plans and specifications to the State's satisfaction. The costs for additional work on the plans, specifications, and estimates shall be borne by the Local Government.

8. Environmental Assessment and Mitigation

Development of a transportation project must comply with applicable environmental laws. The Local Government is responsible for:

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- A. The identification and assessment of any environmental problems associated with the development of the Project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for development of all required environmental documents and obtaining all required permits and approvals.
- D. The preparation of documents required for the environmental clearance of the Project.

Before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances and approvals have been obtained.

9. Right of Way and Real Property

The Local Government shall acquire all required right of way and necessary right of entry for performance of the Project in accordance with applicable requirements of the Texas Department of Transportation Right of Way Manual, State law, and Federal law governing the acquisition of real property including but not limited to Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C.A. Section 4601 et seq. Right of way acquired for improvements to the state highway system shall be acquired in the name of the State. Local Government shall provide right of entry to State personnel and its authorized representatives to areas off the state highway system throughout the duration of the Project for the State to perform inspection and oversight of the Project.

10. Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities for the Project in accordance with applicable State and Federal laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures.

11. Compliance with Texas Accessibility Standards and ADA

Local Government shall ensure that the plans for and the construction of the Project are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

12. Construction Responsibilities

- A. The Local Government shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. Project plans and specifications for improvements on the state highway system must be approved by the State prior to advertising for construction. Upon selection of a contractor and prior to commencing construction

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within the state highway system right of way, the Local Government shall request and obtain written authorization to commence construction of the Project from the State. The Local Government will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the construction is accomplished in accordance with the approved plans and specifications. All construction change orders impacting the proposed improvements, traffic control, environmental mitigation, or drainage on the state highway system require written pre-approval by the State prior to execution by the Local Government.

- B. Upon completion of the Project, the Local Government will issue and sign a "Notification of Completion" acknowledging the Project's construction completion. A copy will be provided to the State prior to State's final acceptance of the improvements.
- C. Prior to the State's acceptance of the improvements on the state highway system, Local Government shall furnish to the State written certification from a Texas Registered Professional Engineer that the Project was constructed in substantial compliance with the Project's plans, specifications, and quality assurance requirements.

13. Project Maintenance

After Local Government completion of the work and acceptance by the State, the State will be responsible for maintenance of the improvements within the state highway system right of way outside the boundaries of an incorporated city. This obligation may be fulfilled through other agreements signed by the State.

14. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government	State
Senior Public Works Engineer City of Burleson 135 W. Ellison St., Suite 109 Burleson, Texas 76028	Director of Contract Services Texas Department of Transportation 125 E. 11 th Street Austin, Texas 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

15. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

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16. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

17. Ownership of Documents

Upon completion or termination of this Agreement, copies of all documents and data prepared under this Agreement by the Local Government for improvements within the state highway system right of way shall be provided to the State prior to State acceptance of the Project without restriction or limitation on their further use. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any Project information required by the State in the format directed by the State.

18. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

19. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

20. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred and engineering inspection and testing services performed under this Agreement and shall make such materials available to the State and the Local Government or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of completion of work defined under this Agreement or until any impending litigation or claims are resolved. Additionally, the State and the Local Government and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

21. Insurance

Before beginning work on the state highway system, the Local Government and its contractor performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on state right of way. Self-insurance documentation acceptable to the State may be substituted for all or part of the coverage's required for the Local Government. This coverage shall be maintained until all work on the state right of way is complete. If coverage is not maintained, all work on state right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

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22. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, the Local Government, for itself, its assignees, and successors in interest agree to comply with all applicable Federal and State nondiscrimination statutes and authorities.

23. Signatory Warranty

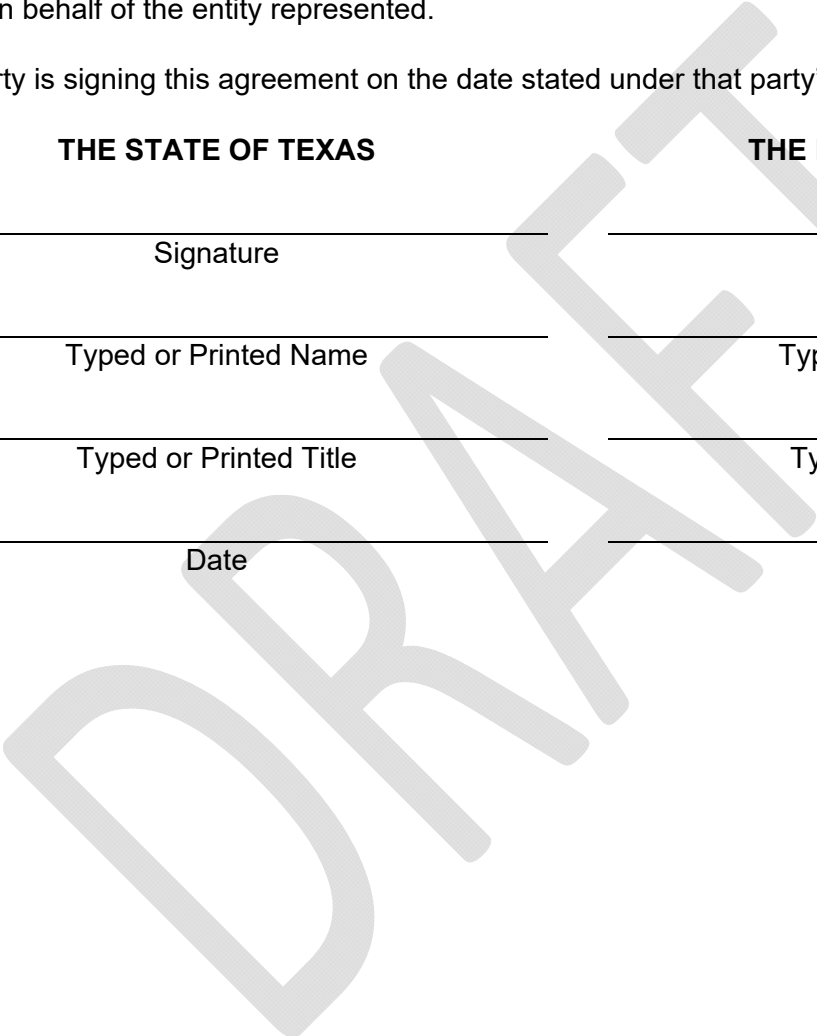
Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated under that party's signature.

THE STATE OF TEXAS

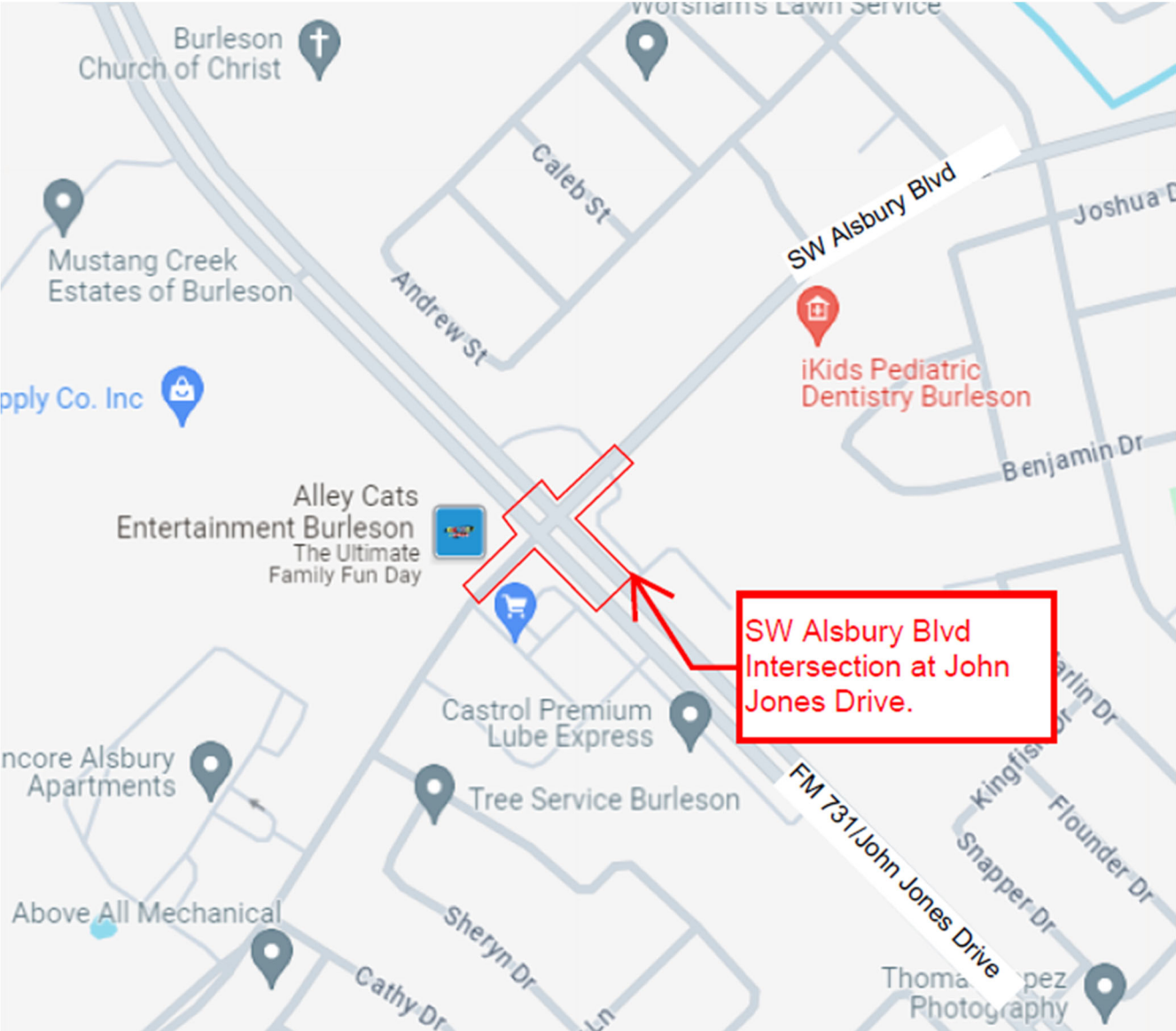
THE LOCAL GOVERNMENT

_____	_____
Signature	Signature
_____	_____
Typed or Printed Name	Typed or Printed Name
_____	_____
Typed or Printed Title	Typed or Printed Title
_____	_____
Date	Date



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**ATTACHMENT A
PROJECT LOCATION MAP**



CSJ #	02-4LOSA008
District #	02-Fort Worth
Code Chart 64 #	06600
Project Name	SW Alsbury Blvd & NW John Jones Drive Intersection Improvements

**ATTACHMENT B
LOCAL ON-SYSTEM IMPROVEMENT PROJECT BUDGET
(Locally Funded and Performed Project)**

The Local Government is responsible for 100% of the costs allocated to it as described below, including overruns.

Description	Estimated Costs	Subtotals
PROJECT PHASES: Work performed by the Local Government or its Consultant or Contractor		
Environmental	\$25,000	
Right of Way	\$0	
Engineering	\$141,700	
Utility Work	\$0	
Construction	\$439,169	
Subtotal for Project Phases		\$605,869
DIRECT STATE COSTS:	Paid By: <input type="checkbox"/> Local Government <input checked="" type="checkbox"/> State	
Environmental	\$7,572	
Right of Way	\$1.00	
Engineering	\$7,572	
Utility Work	\$1	
Construction	\$15,147	
Subtotal for Direct State Costs		\$30,293
INDIRECT STATE COSTS:	Paid By: <input type="checkbox"/> Local Government <input checked="" type="checkbox"/> State	
Subtotal for Indirect State Costs		\$32,050
TOTAL ESTIMATED COST OF PROJECT		\$668,212

\$0	Fixed price amount of payment by the Local Government to the State for the State's direct and indirect costs as stated in Article 3, C and D of the Agreement.
------------	--

CSJ #	02-4LOSA008
District #	02-Fort Worth
Code Chart 64 #	06600
Project Name	SW Alsbury Blvd & NW John Jones Drive Intersection Improvements

**ATTACHMENT C
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER**

DRAFT

City Council Regular Meeting

DEPARTMENT: Information Technology

FROM: James Grommersch, Chief Technology Officer

MEETING: January 21, 2025

SUBJECT:

Consider and take possible action on a three-year contract with SHI International Corp to renew our Arctic Wolf, Security Operations Center as a Service (SOCaaS) through a cooperative purchasing agreement with the Texas Department of Information Resources (DIR) in the amount of \$360,986.66

SUMMARY:

Arctic Wolf is the cybersecurity vendor the City uses for Security Operations Center as a Service (SOCaaS). They provide managed detection and response (MDR), managed risk (vulnerability management), and a Security Operations Warranty. Arctic Wolf's platform enhances the City's security posture by delivering 24/7 monitoring, threat detection, and incident response.

As part of our subscription, the Security Operations Warranty offers financial assistance in the event of a cybersecurity incident. The City currently holds \$500,000 in coverage. However, by renewing for an additional three years, we can qualify for the \$1,000,000 coverage plan without the need to add services.

The renewal is managed through SHI International Corp, our current reseller. Early renewal will lock in a 5% annual rate increase, compared to 8% without the extended agreement. Over the next three years, this will result in cost savings and stronger financial protection should a cybersecurity event occur.

RECOMMENDATION:

Approval of the contract.

FISCAL IMPACT:

Proposed Expenditure: \$360,986.66

Account Number(s): 6108001-62030

Fund:610

Account Description: Computer Consulting Serv

STAFF CONTACT:

James Grommersch
Chief Technology Officer
igrommersch@burlesontx.com
817-426-9672

Artic Wolf Renewal

City Council Regular Session
January 21st, 2025



Arctic Wolf is the cybersecurity vendor the City uses for Security Operations Center as a Service (SOCaaS).

They provide managed detection and response (MDR), managed risk (vulnerability management), and a Security Operations Warranty.

Arctic Wolf's platform enhances the City's security posture by delivering 24/7 monitoring, threat detection, and incident response.

What Makes Artic Wolf Different?



Security Operations Platform UNIFY CYBERSECURITY

- Open XDR Architecture
- AI-Powered Detections
- AI-Powered Orchestration, Automation, and Response
- Native, third-party and network effect threat intelligence



Concierge Delivery Model MAKE SECURITY WORK

- 24x7x365 Coverage
- Proactive Security Guidance
- Tailored to Your Business Context
- Access to World-class Expertise



Security Journey OWN THE OUTCOME

- Continuous Posture Improvement
- Security Program Governance
- Demonstrate Improved Resilience
- Warranty & Insurability Benefits

SECURITY OPERATIONS

SECURITY OPERATIONS CORE

- Managed Detection and Response
- Security Journey
- Concierge Security Team
- Active Response
- Data Explorer Lite
- Log Retention
- Security Operations Warranty
\$100k 3-year

SECURITY OPERATIONS PLUS

- Managed Detection and Response
- Security Journey
- Concierge Security Team
- Active Response
- Data Explorer Lite
- Log Retention
- Managed Risk
- Security Operations Warranty
\$500K 1-year
\$1M 3-year

SECURITY OPERATIONS TOTAL

- Managed Detection and Response
- Security Journey
- Concierge Security Team
- Active Response
- Data Explorer Lite
- Log Retention
- Managed Risk
- Managed Security Awareness
- Incident Response JumpStart Retainer

- Security Operations Warranty
\$750K 1-year
\$1.5M 3-year





Security Operations Warranty

As part of our subscription, the Security Operations Warranty offers financial assistance in the event of a cybersecurity incident.

The City currently holds \$500,000 in coverage.

However, by renewing for an additional three years, we can qualify for the \$1,000,000 coverage plan without the need to add services.

The renewal is managed through SHI International Corp.

Early renewal will lock in a 5% annual rate increase, compared to 8% without the extended agreement.

Over the next three years, this will result in cost savings and stronger financial protection should a cybersecurity event occur.



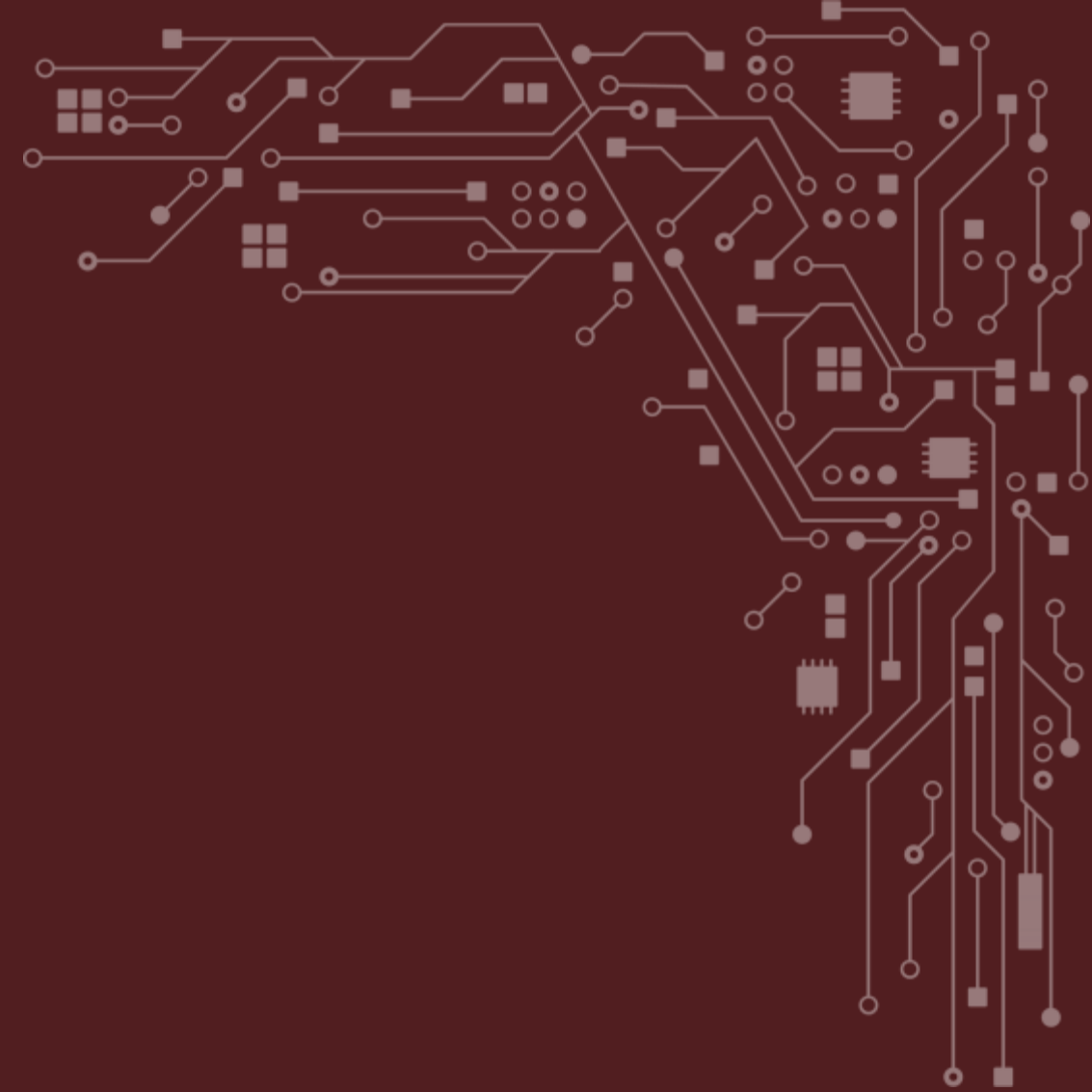
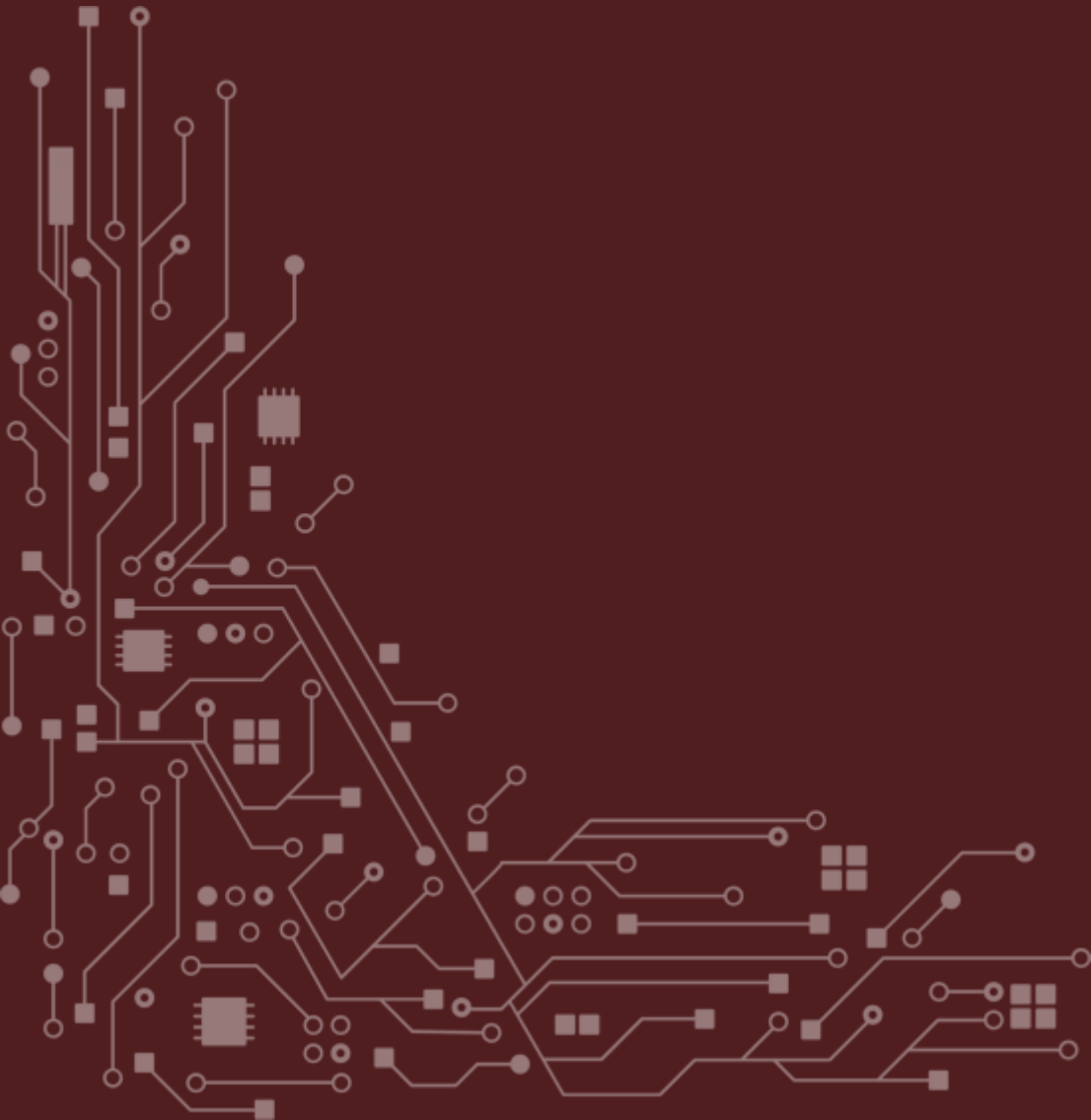
Cost Breakdown

	Year 1	Year 2	Year 3	Total
New	\$114,510.06	\$120,232.49	\$126,244.11	\$360,986.66
8% increase	\$114,510.06	\$123,670.86	\$133,564.53	\$371,745.46
Savings		0	\$3,438.37	\$7,320.42
				\$10,758.80



Staff Recommendation

Approval of a three-year contract with SHI International Corp to renew our Artic Wolf, Security Operations Center as a Service (SOCaaS) through a cooperative purchasing agreement with the Texas Department of Information Resources (DIR) in the amount of \$360,986.66





COOPERATIVE PURCHASE CUSTOMER AGREEMENT

This **Cooperative Purchase Customer Agreement ("Customer Agreement")** is entered into by and between SHI GOVERNMENT SOLUTIONS, INC. ("Vendor") and the **City of Burleson, ("Customer" or "Authorized Customer")**, a Texas government entity, and a Customer authorized to purchase goods or services pursuant to the Agreement between the DIR Cooperative Purchasing ("Cooperative Entity") and Vendor, **Contract No.** DIR-TSO-4317, as amended, (the "Agreement") with an expiration date of 04/27/2026.

This Customer Agreement includes and shall be governed by the following items which are attached hereto and/or incorporated herein by reference.

- i. The terms and conditions of the Agreement, which are incorporated herein by reference and available online or upon request from Vendor;
- ii. The City of Burleson Standard Terms and Conditions, which are incorporated herein by reference and available at **this link** or upon request from the Customer.
- iii. The attached Vendor Quote/Purchase Order, if applicable;
- iv. The Standard Addendum with the City of Burleson, if applicable

Authorized Customer is eligible and desires to purchase

SEE ATTACHMENT A.

pursuant to the terms and conditions of the Agreement as the Cooperative Entity may specify from time to time, as well as the terms and conditions of this Customer Agreement. To ensure goods and services are provided directly to the Customer, the Cooperative Entity will only be responsible for services provided to the Cooperative Entity will not be responsible for payments for services provided to the Customer.

The Authorized Customer agrees to the terms and conditions of the Agreement as applicable and as authorized by law. The Authorized Customer hereby agrees that it is separately and solely liable for all obligations and payments for equipment, products and services provided hereunder. Vendor agrees that Customer shall be entitled to the same rights and protections under the law afforded to the Cooperative Entity under the Agreement, as applicable, as if Customer had entered into the Agreement. Except in the event of gross negligence or intentional misconduct, Customer's liability shall not exceed the amount paid by Customer under this Customer Agreement for the proceeding twelve (12) month period. Vendor agrees that until the expiration of three (3) years after final payment under this Customer Agreement, or the final conclusion of any audit commenced during the said three years, Customer, or Customer's designated representative, shall have access to and the right to audit at reasonable times, all records, hard copy or electronic, involving transactions relating to this Customer Agreement necessary to determine compliance herewith, at no additional cost to the Customer. Vendor agrees that the Customer shall have access to such records during normal business hours. Customer shall provide Vendor with reasonable advance notice of any intended audits.

Purchase Price - Payments under this Customer Agreement are in the amount of THREE HUNDRED SIXTY THOUSAND, NINE HUNDRED EIGHTY-SIX AND 66/100 DOLLARS (\$360,986.66) ("Purchase Price").

Term - The Term of this Customer Agreement ("Term") shall be for one of the following as selected below (Select the type of contract that applies):

Single Purchase Contract -The Term shall not exceed one (1) year, unless acknowledged in writing by both parties, and this Customer Agreement shall be for the purchase of goods or services as specified and quoted by the Vendor, and the Purchase Price shall not exceed the budgeted amount for Customer's current fiscal year for the applicable goods and services.

Supply / As Needed Contract- The Term shall be effective as of October 1st and shall expire on September 30th at the end of FY. This Customer Agreement shall be for multiple purchases of goods or services on an as needed basis, from the same vendor under the same contract, and shall not exceed the budgeted amount for Customer's current fiscal year for the applicable goods and services.

Multi-Year Contract-The Term shall be for one (1) year(s) expiring on 01/20/2026. This Customer Agreement may be renewed for two one- year renewals . Customer Agreement shall be with a single vendor for products and services. If the amount of expenditures under this Multi-Year Contract equals or exceeds \$50,000 in the aggregate, City Council approval is required. In the event the City does not appropriate sufficient funds to make payments during the current or any subsequent year, the City shall have the right to terminate this Multi-Year Contract at the end of any such fiscal year without penalty. If the price of any individual project under this contract exceeds \$50,000 a performance bond is required. If the individual project price exceeds \$100,000 both performance and payment bonds are required.

Emergency Purchase - Purchases that are necessary to address a public calamity, because of unforeseen damage to property, or to protect the public health or safety where the City's ability to serve the public would be impaired if the purchase were not made immediately. Emergency purchases must meet the requirements of Local Government Code 252.022, and must be ratified by City Council if the purchase is \$50,000 or more.

(Standard Addendum - Select if Vendor has additional terms and conditions that apply to this purchase)

Standard Addendum with the City of Burleson, Texas - If this purchase contains additional terms and conditions from the Vendor, other than those set forth in the Agreement, the Vendor shall agree to the Standard Addendum with the City of Burleson, Texas. Such applicable terms and conditions as set forth in the Standard Addendum shall supersede any conflicting terms of the Vendor's terms and conditions, and such Standard Addendum shall control. The Standard Addendum is incorporated herein by reference and **available online** or by request and made a part of this Customer Agreement for all purposes.

The undersigned represents and warrants that he/she has the power and authority to execute this Customer Agreement, bind the respective party, and that the execution and performance of this Customer Agreement has been duly authorized by the respective party. This Customer Agreement, and any amendment hereto, may be executed in counterparts, and electronically signed, scanned, digitally signed and sent via electronic mail and such signatures shall have the same effect as original manual signatures.

Each party has caused this Customer Agreement to be executed by its duly authorized representative on this the 21ST day of JANUARY 2025.

CITY OF BURLESON

By: _____

Name: _____

Title: _____

Date: _____

VENDOR SHI GOVERNMENT SOLUTIONS, INC.

DocuSigned by:
By: Kristina Mann

Name: Kristina Mann

Title: Director - Contracts

Date: 1/13/2025



Pricing Proposal
 Quotation #: 25522479
 Created On: 11/11/2024
 Valid Until: 1/30/2025

TX-City of Burleson

Inside Account Executive

James Grommersch

225 West Renfro
 ATTN: CHARLES HARRIS
 BURLESON, TX 76028
 United States
 Phone: 817-426-9672
 Fax:
 Email: jgrommersch@burlesontx.com

Alex Jasko

300 Davidson Ave
 Somerset, NJ 08873
 Phone: 732-652-3061
 Fax:
 Email: alex_jasko@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Arctic Wolf Platform - Base Platform Arctic Wolf Networks - Part#: AW-PLATFORM-BASE Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 1/31/2025 – 1/30/2026	1	\$979.11	\$979.11
2 Arctic Wolf Plus User License - Gold Arctic Wolf Networks - Part#: AW-PLUS-USER-GOLD Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 1/31/2025 – 1/30/2026	555	\$149.30	\$82,861.50
3 Arctic Wolf Plus Server License - Gold Arctic Wolf Networks - Part#: AW-PLUS-SERVER-GOLD Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 1/31/2025 – 1/30/2026	66	\$127.51	\$8,415.66
4 Arctic Wolf 1000 Series Sensor - 4 x 10G Multi-Mode Fiber LC Connectors with Bypass Arctic Wolf Networks - Part#: AW-MDR-10XX-S-10GF Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 1/31/2025 – 1/30/2026	3	\$3,452.17	\$10,356.51
5 Arctic Wolf MDR Office 365 user license Arctic Wolf Networks - Part#: AW-MDR-O365 Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 1/31/2025 – 1/30/2026	580	\$9.72	\$5,637.60
6 Arctic Wolf IR JumpStart Retainer Arctic Wolf Networks - Part#: AW-IR-JSR-B Contract Name: Software/ Services Contract #: DIR-TSO-4317	1	\$0.00	\$0.00

Coverage Term: 1/31/2025 – 1/30/2026

7	Arctic Wolf MDR Log Retention - 2 year Arctic Wolf Networks - Part#: AW-MDR-2YR Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 1/31/2025 – 1/30/2026	621	\$10.08	\$6,259.68
8	Arctic Wolf Security Operations Warranty - \$1M (Enrollment Required) Arctic Wolf Networks - Part#: AW-WARRANTY-1000 Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 1/31/2025 – 1/30/2026	1	\$0.00	\$0.00
			Subtotal	\$114,510.06
			Total	\$114,510.06

Additional Comments

***The Net Total price for each item in the table above will increase by 5.0% on (i) the annual anniversary of the Subscription Start Date or (ii) the end of any prepaid, in full multi-year Committed Term (the "Increase"). Thereafter, pricing for any subsequent renewals is as set forth in the Agreement.**

Year 2: \$120,232.49

Year 3: \$126,244.11

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Arctic Wolf’s delivery of the products, services, and Solutions described herein are governed by the applicable Agreement located at <https://arcticwolf.com/terms> (or such other agreement executed by Arctic Wolf and the end user). The terms of this Order Form are Confidential Information and may not be disclosed except as otherwise provided in the applicable Agreement.

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Thank you for choosing SHI-GS! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

**SHI Government Solutions, Inc. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3695478; DUNS# 14-724-3096**

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 SHI Government Solutions, Inc.
 Austin, TX United States

Certificate Number:
 2024-1252405

Date Filed:
 12/30/2024

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

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 25522479
 Arctic Wolf Renewal 1/31/25

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

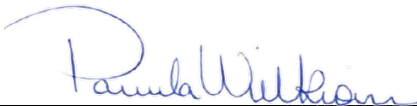
6 UNSWORN DECLARATION

My name is Pamela Wilkinson, and my date of birth is [REDACTED]

My address is 3828 Pecana Trail, Austin, TX, 78749, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Travis County, State of TX, on the 30th day of December, 2024.
(month) (year)



 Signature of authorized agent of contracting business entity
 (Declarant)

Arctic Wolf® Security Operations Warranty



DATASHEET

Financial Coverage for Cyber Attacks

Arctic Wolf's mission is to provide organizations with the technology, security expertise, and risk transfer solutions that they need to end cyber risk.

Arctic Wolf Security Operations Bundles are designed to provide organizations with end-to-end proactive and reactive protection, but no cybersecurity solution can eliminate 100% of all cyber attacks.

Based on this reality, we created the Arctic Wolf Security Operations Warranty to allow cybersecurity, IT, and risk management leaders to financially transfer risk.

Security Operations Warranty

The Security Operations Warranty provides a no-cost financial benefit of up to \$1.5M USD to Arctic Wolf customers that experience a covered security event.

In the event of a cyber attack, the Security Operations Warranty provides financial support for the recovery and repair of systems to return an organization's environment to a pre-incident state.

Minimize Out-of-Pocket Expenses

Access your cyber insurance coverage without paying out-of-pocket by funding your deductible with the Security Operations Warranty.



+



Cyber
Insurance
Coverage

=



Robust Financial
Coverage for a
Major Incident

Industry-Leading Financial Benefit

The Arctic Wolf Security Operations Warranty provides **up to \$1.5M USD** of financial coverage at no cost to qualifying customers.

Risk Transfer

Leverage the Security Operations Warranty to fund the deductible of your cyber insurance policy to minimize out-of-pocket expenses and to unlock insurance benefits like lower premiums or more favorable terms.

Coverage

The Security Operations Warranty offers financial support for:

- Ransomware
- Business email compromise
- Cyber legal liabilities
- Compliance events
- Business income loss



Warranty Coverage

The Security Operations Warranty provides escalating financial benefits for covered security incidents based on the Arctic Wolf Security Operations Bundle that you purchase and subject to the terms of the warranty.

Each Security Operations Bundle offers robust cybersecurity capabilities designed to reduce the frequency and severity of successful cyber attacks.

An organization's security posture may also improve upon completing regular security reviews with the Arctic Wolf Concierge Security® Team. Based on such continuous improvement, the financial benefit of our Security Operations Warranty increases with contract length.

Arctic Wolf Security Operations Bundles

	CORE 3-YEAR	PLUS 1-YEAR	TOTAL 1-YEAR	PLUS 3-YEAR	TOTAL 3-YEAR
Total Coverage	\$100k	\$500k	\$750k	\$1M	\$1.5M
Ransomware and BEC	\$50,000	\$100,000	\$150,000	\$200,000	\$300,000
Compliance	\$50,000	\$100,000	\$150,000	\$200,000	\$300,000
Cyber Legal Liability		\$250,000	\$375,000	\$500,000	\$750,000
Business Income Loss		\$50,000	\$75,000	\$100,000	\$150,000

About Arctic Wolf®

Arctic Wolf is the global leader in security operations, delivering the first cloud-native security operations platform to end cyber risk. Powered by threat telemetry spanning endpoint, network, identity, and cloud sources, the Arctic Wolf® Security Operations Cloud ingests and analyzes trillions of security events each week to enable critical outcomes for most security use cases. The Arctic Wolf® Platform delivers automated threat detection and response at scale and empowers organizations of any size to stand up world-class security operations with the push of a button.

For more information about Arctic Wolf, visit arcticwolf.com.



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SOC2 Type II Certified



ISO 27001
CERTIFIED
CYBERGUARD
COMPLIANCE

City Council Regular Meeting

DEPARTMENT: Development Services
FROM: Tony McIlwain, Development Services Director
MEETING: January 21, 2025

SUBJECT:

Consider and take possible action on a resolution approving the annual report for Old Town right-of-way use agreements and city-wide public parking and public sidewalk agreements.
(Staff Contact: Tony McIlwain, Development Services Director)

SUMMARY:

On April 15, 2024, the City Council approved an ordinance that amended Burleson Code of Ordinances, Chapter 70, "Streets, Sidewalks, and Other Public Places". The changes to Chapter 70 also provided for new processes involving the review and approval of right-of-way use agreements requested within Old Town, as well as any requests for the use of public parking and public sidewalk areas within the city.

The purpose of this item is to approve an annual report of Old Town right-of-way use agreements as well as city-wide public parking and public sidewalk agreements.

There are five active Old Town establishments that have approved right-of-way use agreements: Grumps, Eagle's Point, Old Town Station, Spice Rack and Old Texas Brewing Company. There are no agreements involving public city sidewalks and/or public parking. They remain in conformance with previously approved Council actions.

RECOMMENDATION:

- 1) Approve a Right-of-Way Use Agreement.
- 2) Deny a Right-of-Way Use Agreement.

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

April 15, 2024: Council approved an approved an ordinance that amended Burleson Code of Ordinances, Chapter 70, "Streets, Sidewalks, and Other Public Places".

REFERENCE:

[City of Burleson, TX USE OF STREETS AND SIDEWALKS](#)

FISCAL IMPACT:

Proposed Expenditure/Revenue: N/A
Account Number(s): N/A
Fund: N/A
Account Description: N/A

STAFF CONTACT:

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

ANNUAL REPORT ON OLD TOWN RIGHT-OF-WAY USE AGREEMENTS AND CITY-WIDE PUBLIC PARKING AND PUBLIC SIDEWALK AGREEMENTS

City Council: January 21, 2025

PREVIOUS COUNCIL ACTION

- ❖ On April 15, 2024, the City Council approved an ordinance that amended Burleson Code of Ordinances, Chapter 70, “Streets, Sidewalks, and Other Public Places”.
- ❖ The changes to Chapter 70 also provided for new processes involving the review and approval of right-of-way use agreements requested within Old Town, as well as any requests for the use of public parking and public sidewalk areas within the city.
- ❖ As part of the changes to Chapter 70, Council made the decision to review and consider agreements annually through an information report agenda item, which is the purpose of this item.

REVISED REVIEW AND APPROVAL PROCESS

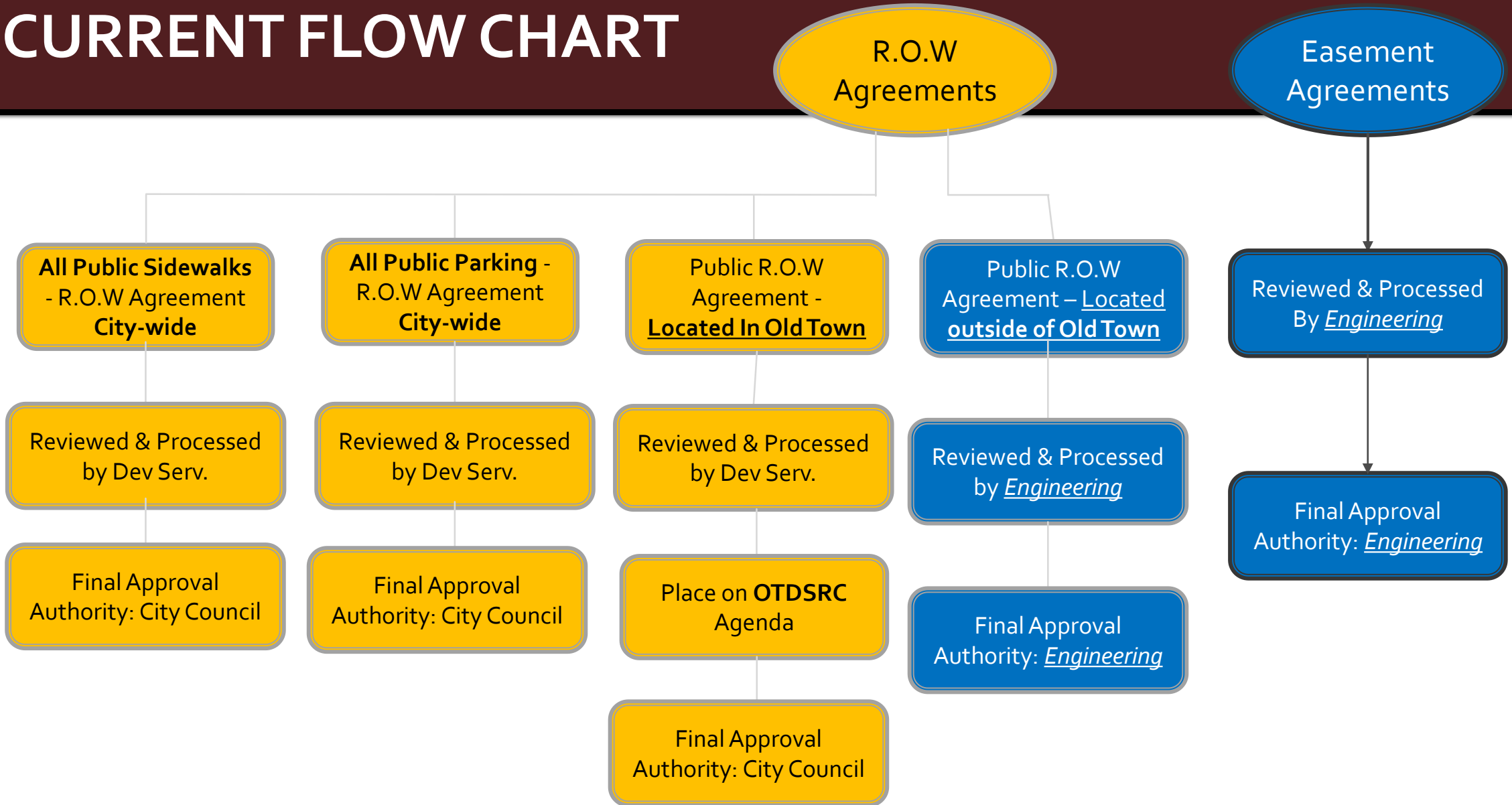
- ❖ The Council approved a new form agreement along with the following changes:
 - Public Works- Engineering will review and administratively approve easement use agreements (city-wide) and right-of-way use agreements that are located outside of Old Town.
 - All right-of-way use agreements located in Old Town will proceed to the Old Town Design Standards Review Committee for review and then to City Council for consideration. All public parking and public sidewalks use agreements will proceed directly to City Council for consideration.
 - Approved right-of-way use agreements will be filed with the City Secretary's office instead of the County Clerk.

REQUIREMENTS AND RESTRICTIONS

- ❖ Chapter 70-194 details requirements and restrictions relating to right-of-use agreements and restrictions on uses of the sidewalk or public parking. Some of the requirements include, but are not limited to:
 - Applicant must maintain general liability insurance
 - Applicant must maintain liquor liability insurance coverage (if applicable)
 - Applicant must remain current on all taxes
 - Applicant must provide cash or surety bond sufficient to cover removal costs of amenities if incurred by city of public utility provider

- ❖ All agreements approved prior to the ordinance changes to Chapter 70 are grandfathered from these requirements.

CURRENT FLOW CHART



ACTIVE OLD TOWN R-O-W USE AGREEMENTS

- ❖ There are several, active Old Town establishments that have approved right-of-way use agreements:
 - Grumps
 - Babe's
 - Eagle's Point
 - Old Town Station
 - Spice Rack
 - Old Texas Brewing Company
- ❖ None of the six properties have delinquent with city taxes, nor are there any documented city code citations.

RECOMMENDATION

- ❖ Staff recommends the Council approve the resolution for the annual report of Old Town right-of-way use agreements. There are no city-wide public parking and public sidewalk agreements at this time.



Approve the annual report

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, APPROVING AN ANNUAL REPORT ON OLD TOWN RIGHT-OF-WAY USE AGREEMENTS AND CITYWIDE PUBLIC PARKING AND PUBLIC SIDEWALK AGREEMENTS; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, on April 15, 2024, the City Council approved an ordinance that amended Burleson Code of Ordinances, Chapter 70, “Streets, Sidewalks, and Other Public Places”, and

WHEREAS, the changes to Chapter 70 also provided for new processes involving the annual review and approval of right-of-way use agreements requested within Old Town, as well as any requests for the use of public parking and public sidewalk areas within the city; and

WHEREAS, the City Council has reviewed the annual report on Old Town right-of-way use agreements prepared by City staff.

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

Section 1.

City Council approves the annual report on Old Town right-of-way use agreements and city-wide public parking and public sidewalk agreements.

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

City Council Regular Meeting

DEPARTMENT: Fire/EMS
FROM: Casey Davis, Fire Chief
MEETING: January 20, 2025

SUBJECT:

Consider and take possible action on a three-year professional services agreement with Dennis Haslam Jr, MD to serve as the Chief Medical Director and Chief Medical Officer for the City of Burleson in the amount of \$180,000. (*Staff Presenter: Casey Davis, Fire Chief*)

SUMMARY:

The City has concluded the current Medical Director's contract in accordance with a provision in the agreement that allows either party to terminate the arrangement at any time and for any reason with 30 days' written notice. To ensure there is no lapse in medical director coverage, the planned commencement of the proposed contract will align with the conclusion of the current agreement, pending Council approval.

State law mandates that the City of Burleson appoint a Medical Director to provide licensed physician oversight and medical supervision for Fire/EMS personnel. This supervision ensures compliance with statutory requirements for performing advanced life support procedures, including emergency medical interventions, basic life support techniques, intravenous catheterizations, electrical defibrillations, and other invasive medical procedures.

The proposed three-year professional services agreement, totaling \$180,000, outlines the responsibilities and expectations of the Medical Director. Dr. Dennis Haslam Jr., MD, is recommended for this role due to his extensive qualifications and his position as the Managing partner of the Huguley Emergency Physicians group, where Burleson Fire/EMS transports approximately 75% of its patients. Establishing a strong relationship with Dr. Haslam and the ER team will enable immediate feedback on patient care and outcomes, strengthening our ongoing efforts to enhance the quality of care provided to the community. Approval of this contract will ensure Burleson Fire/EMS continues to fulfill its mission of safeguarding community health through exceptional medical oversight without interruption.

RECOMMENDATION:

Dr. Dennis Haslam Jr., MD, is being recommended for the position

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

CSO#4014-10-2022

REFERENCE:

N/A

FISCAL IMPACT:

Proposed Expenditure/Revenue: Annual Expenditure \$60,000.00

Account Number(s): 105-20-22-2202-0000-62020

Fund:105

Account Description: Other Professional Serv

STAFF CONTACT:

Casey Davis

Fire Chief

cdavis@burlesontx.com

817-426-9173



Medical Director Professional Services Agreement

CITY COUNCIL PRESENTATION

JANUARY 21, 2025

Primary Roles Responsibilities of Medical Director

- **Serve as the Sole Medical Director for the Burleson Fire/EMS System**
 - Act as the exclusive provider of medical direction and oversight for all EMS operations conducted by Burleson Fire/EMS.
- **Establish Comprehensive Patient Care Standards**
 - Develop and maintain high-quality patient care standards applicable to all EMS services provided within the City of Burleson.
- **Develop Medical Protocols**
 - Collaborate with the EMS division to design, implement, and maintain up-to-date medical protocols, credentialing criteria, and policies that ensure the delivery of consistent, high-quality, evidence-based patient care. Regularly review and revise these protocols to reflect advancements in medical practice and meet the evolving needs of the community.
- **Recommend Performance Metrics and Standards**
 - Propose medically appropriate performance measures and operational standards for Burleson Fire/EMS, including recommendations on equipment specifications for public safety vehicles.
- **Provide Oversight for Emergency Medical Dispatch (EMD)**
 - Provide medical direction to the City of Burleson Public Safety Communication Center, including the development and maintenance of EMD protocols and quality assurance programs.
- **Monitor Clinical Performance and Quality Assurance**
 - Continuously evaluate the clinical performance of Burleson Fire/EMS to ensure adherence to established standards and foster ongoing quality improvement.



Dr. Dennis Haslam, MD FACEP

Qualifications

- ✓ Licensed in Good Standing with Texas Medical Board
- ✓ Practicing Emergency Medicine Physician at Texas Health Huguley
- ✓ Managing Partner of Huguley Emergency Physicians
- ✓ Medical Director of Patient Experience Texas Health Huguley
- ✓ Meets the qualifications outlined in Texas Administrative Code
- ✓ Graduated from medical school at Marshall University School of Medicine 2002
- ✓ Completed a Residency in Emergency Medicine at East Carolina University Brody School of Medicine 2005
- ✓ Specialty Certifications: American Board of Emergency Medicine 2006
- ✓ Member of National Association of EMS Physicians
- ✓ President of the Medical Staff Texas Health Huguley 2020 - 2022
- ✓ Top DOCS in Fort Worth 2010, 2023, & 2024
- ✓ Serves at Crowley House of Hope Charity Medical Clinic



EMS Excellence through Strategic Partnership

- **Increased Direct Interaction with Burleson Fire/EMS Staff**

- Dr. Haslam's role at Huguley ensures frequent, almost daily, interaction with our EMS personnel, fostering stronger communication and collaboration.

- **Continuous Engagement through Emergency Physician Group**

- As the managing partner of the Emergency Physicians Group, Dr. Haslam will maintain ongoing contact with our staff, ensuring continuity and consistency in medical direction.

- **Immediate Access to Patient Outcome Data**

- Dr. Haslam's direct access to patient outcomes at Huguley enhances our QA/QI process by enabling timely feedback, case reviews, and data-driven improvements in patient care.

- **Support from Huguley Administration**

- Huguley's leadership fully supports this new partnership and is committed to strengthening ties with Burleson Fire/EMS to improve services for the community.

- **Expanded Education Opportunities for EMS Staff**

- Huguley has expressed a desire to provide educational opportunities for our EMS personnel, which will enhance skills, improve patient care, and contribute to better overall outcomes.

- **Stronger Partnership with the Local Healthcare System**

- This agreement solidifies and bolsters our relationship with Huguley, ensuring a unified approach to serving our community's healthcare needs.





Medical Director Scope of Services:

Weekly (4 hours/week)

- 1-hour meeting with Fire Administration
- 1-hour Quality Assurance/Quality Improvement (QA/QI) review
- 2 hours for phone calls, emails, and general correspondence

Monthly (20 hours/month)

- 4 hours conducting EMS Continuing Education (CE) sessions
- 4 hours credentialing fire personnel
- 12 hours participating in ride-alongs with Burleson Fire/EMS crews

Annually (56 hours/year)

- 50 hours for EMS education conferences, protocol updates, and policy revisions
- 24/7 (365 days/year) availability for Online Medical Control — This responsibility may be delegated to a qualified system or another physician as needed.
- The Medical Director will receive a lump sum fee of \$5,000.00 per month for all professional services outlined in Attachment A: Scope of Services.

Action Item Request:

Staff recommends 

Consider and take possible action on a three-year professional services agreement with Dennis Haslam Jr, MD to serve as the Medical Director for the City of Burleson in the amount of \$180,000.

Options:

1. Approve request as presented
2. Approve request with amendments
3. Deny request



Questions Comments

PROFESSIONAL SERVICES AGREEMENT

This **PROFESSIONAL SERVICES AGREEMENT** (“Agreement”) is made and entered into by and between the **CITY OF BURLESON** (the “City”), a home rule municipal corporation situated in portions of Tarrant and Johnson Counties, Texas and **DR. DENNIS R. HASLAM, JR.**, an individual (“Consultant”).

1. SCOPE OF SERVICES.

Consultant hereby agrees to provide the City with professional services for the purpose of **the services outlined in Attachment A and B** Attached hereto and incorporated for all purposes incident to this Agreement. More specifically describing the services to be provided hereunder.

City hereby appoints and Consultant accepts the appointment of **Dr. Dennis R. Haslam, Jr., MD**, to serve as the **CHIEF MEDICAL DIRECTOR** and **CHIEF MEDICAL OFFICER** (“**MEDICAL DIRECTOR**”) for City. Except as otherwise provided herein, Consultant will not appoint, subcontract or designate any other physician or physician contractor to perform any of the duties, responsibilities, and services required of the **MEDICAL DIRECTOR** in accordance with this contract unless approved in advance by City’s City Manager in writing.

2. TERM.

This Agreement shall commence upon execution by the parties (“Effective Date”), and shall be for three years after the Effective Date (the “Expiration Date”). Articles 6 and 8 herein shall survive the term of this agreement.

3. COMPENSATION.

The City shall pay Consultant in accordance with the fee schedule incorporated herein as Attachment B, and subject to the other terms and conditions of this Agreement, in exchange for completion of all tasks and delivery of all services listed in Attachment A, Scope of Services. Consultant shall not perform any additional services for the City not specified by this Agreement unless the City requests and approves in writing the additional services and costs for such services.

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

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

4. TERMINATION.

4.1. Written Notice.

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

4.2 Non-appropriation of Funds.

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

4.3 Duties and Obligations of the Parties.

In the event that this Agreement is terminated prior to the Expiration Date, the City shall pay Consultant for services actually rendered or consultant shall reimburse the City for services paid for but not actually rendered.

5. DISCLOSURE OF CONFLICTS AND CONFIDENTIAL INFORMATION.

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

6. RIGHT TO AUDIT.

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

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

7. INDEPENDENT CONTRACTOR.

It is expressly understood and agreed that Consultant shall operate as an independent contractor as to all rights and privileges granted herein, and not as agent, representative or employee of the City. Subject to and in accordance with the conditions and provisions of this Agreement, Consultant shall have the exclusive right to control the details of its operations and activities and be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors and subcontractors. Consultant acknowledges that the doctrine of *respondeat superior* shall not apply as between the City, its officers, agents, servants and employees, and Consultant, its officers, agents, employees, servants, contractors and subcontractors. Consultant further agrees that nothing herein shall be construed as the creation of a partnership or joint enterprise between City and Consultant.

8. *This Section intentionally left blank.*

9. ASSIGNMENT AND SUBCONTRACTING.

Consultant shall not assign or subcontract any of its duties, obligations or rights under this Agreement.

10. INSURANCE.

Consultant shall provide the City with certificate(s) of medical malpractice insurance documenting policies of the following minimum coverage limits that are to be in effect prior to commencement of any work pursuant to this Agreement:

10.1 Coverage and Limits

10.1.1 **Professional Liability:** covering the services to be provided under this Agreement including the duties of Medical Director and emergency medical services in the amount of \$1,000,000.00 per occurrence with a minimum \$3,000,000.00 annual aggregate shall be maintained at all times during the term of this contract. If coverage is provided on a “claims made” basis, extended period or “tail” coverage shall be provided for a minimum of one year after the expiration date of this contract. Coverage may be provided through a surplus lines insurance company duly authorized by the Texas State Board of Insurance.

10.2 Certificates.

Certificates of Insurance evidencing that the Consultant has obtained all required insurance shall be delivered to the City prior to Consultant proceeding with any work pursuant to this Agreement. All applicable policies shall be endorsed to name the City as an additional insured thereon, as its interests may appear. The term City shall include its employees, officers, officials, agent, and volunteers in respect to the contracted services. Any failure on the part of the City to request required insurance documentation shall not constitute a waiver of the insurance requirement. The City reserves the right to make reasonable requests or revisions pertaining to the types and limits of that coverage. A minimum of thirty (30) days notice of cancellation or reduction in limits of coverage shall be provided to the City. Ten (10) days notice shall be acceptable in the event of non-payment of premium. Such terms shall be endorsed onto Consultant's insurance policies. Notice shall be sent to the Purchasing Manager, City of Burleson, 141 W. Renfro, Burleson, Texas 76028, with copies to the City Attorney at the same address.

10.3 Additional Insurance Requirements.

The insurance required herein must be provided by an insurer licensed to do business in the State of Texas. The insurance required herein must be provided by an insurer rated by the A.M. Best as "A-" or better or are rated "A" by Standard and Poor's. The insurance required herein shall be in full force and effect at all times during this Agreement.

In addition to Certificates of Insurance as provided by insurers, Consultant shall provide notice for any change in coverage including the suspension, voiding, cancellation, reduction in coverage or in limits to City as soon as reasonably possible. If the policy is cancelled for non-payment of premium, only ten (10) days notice is required.

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

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

12. NON-DISCRIMINATION COVENANT.

Consultant, for itself, its personal representatives, assigns, subcontractors and successors in interest, as part of the consideration herein, agrees that in the performance of Consultant's duties and obligations hereunder, it shall not discriminate in the treatment or employment of any individual or group of individuals on any basis prohibited by law. If any claim arises from an alleged violation of this non-discrimination covenant by Consultant, its personal representatives, assigns, subcontractors

or successors in interest, Consultant agrees to assume such liability and to indemnify and defend the City and hold the City harmless from such claim.

13. NOTICES.

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

To CITY:

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

To CONSULTANT:

Dr. Dennis R. Haslam, Jr.
1721 C.R. 703A
Alvarado, TX 76009

14. GOVERNMENTAL POWERS.

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

15. NO WAIVER.

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

16. GOVERNING LAW / VENUE.

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

17. SEVERABILITY.

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

18. FORCE MAJEURE.

The City and Consultant shall exercise their best efforts to meet their respective duties and

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

19. HEADINGS NOT CONTROLLING.

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

20. REVIEW OF COUNSEL.

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

21. AMENDMENTS / MODIFICATIONS / EXTENSIONS.

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

22. ENTIRETY OF AGREEMENT.

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

23. SIGNATURE AUTHORITY.

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

24. NO WAIVER OF GOVERNMENTAL IMMUNITY.

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

25. MANDATORY OWNERSHIP DISCLOSURE PROVISION.

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

26. MANDATORY ANTI-BOYCOTT PROVISION. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate:

- i. Pursuant to Section 2271.002 of the Texas Government Code, Consultant certifies that either (i) it meets an exemption criterion under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the Agreement. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- ii. Pursuant to SB 13, 87th Texas Legislature, Consultant certifies that either (i) it meets an exemption criterion under SB 13, 87th Texas Legislature; or (ii) it does not boycott energy companies, as defined in Section 1 of SB 13, 87th Texas Legislature, and will not boycott energy companies during the term of the Agreement. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- iii. Pursuant to SB 19, 87th Texas Legislature, Consultant certifies that either (i) it meets an exemption criterion under SB 19, 87th Texas Legislature; or (ii) it does not discriminate against a firearm entity or firearm trade association, as defined in Section 1 of SB 19, 87th Texas Legislature, and will not discriminate against a firearm entity or firearm trade association during the term of the Agreement. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- iv. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Consultant certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, and otherwise in conformance with said statute. Consultant acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

27. *This Section intentionally left blank.*

28. NO THIRD-PARTY BENEFICIARIES.

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

29. BASIC SAFEGUARDING OF CONTRACTOR INFORMATION SYSTEMS.

The Consultant shall apply basic safeguarding requirements and procedures to protect the Consultant's information systems whenever the information systems store, process, or transmit any information, not intended for public release, which is provided by or generated for the City. This requirement does not include information provided by the City to the public or simple

transactional information, such as that is necessary to process payments. These requirements and procedures shall include, at a minimum, the security control requirements “reflective of actions a prudent business person would employ” which are outlined in the Federal Acquisition Regulations FAR 52.204-21(b) and codified in the Code of Federal Regulations at 48 C.F.R. § 52.204-21(b) (2016).

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

30. EVALUATION.

This Agreement including without limitation all services performed pursuant to this Agreement shall be subject to evaluation by the Burleson City Council in accordance with current laws, ordinances, policies, regulations or other directives as they may be amended from time to time by the Burleson City Council.

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ATTACHMENT A SCOPE OF WORK

The Medical Director will provide sufficient medical expertise and supervision to meet the state law requirements of an "off-line Medical Director". The Medical Director will be responsible for providing City of Burleson's Fire/EMS Department personnel with the medical supervision and licensed physician control statutorily required for their performance of intravenous administration of emergency resuscitative drugs, the performance of sophisticated technical emergency and basic life support procedures as well as intravenous catheterizations, electrical defibrillations and other invasive procedures.

In addition, the Medical Director will:

a. Establish standing orders and protocols for the issuance of medical service by Burleson Fire/EMS Department ("BFD") personnel, and shall prescribe medication and supplies necessary for the ongoing provision of medical services by the Burleson Fire/EMS Department;

b. Approve the level of pre-hospital care which may be rendered locally by each of the personnel employed by BFD under the medical director's supervision, regardless of the level of state certification or licensure, before the certificate or licensee is permitted to provide such care to the public;

c. Establish and monitor compliance with field performance guidelines for BFD personnel.
Note: The Medical Director will have the ability to respond to incidents riding with an on duty supervisor or ambulance. There is no expectation that the Medical Director independently respond to emergency incidents;

d. Establish and monitor compliance with training guidelines which meet or exceed the minimum standards set forth in the Texas Department of State Health Services EMS regulations;

e. Develop, implement, and revise protocols and/or standing delegation orders, if appropriate, governing prehospital care and medical aspects of patient triage, transport, transfer, dispatch, extrication, rescue, and radiotelephone-telemetry communication by BFD;

f. Direct an effective system audit and quality assurance program;

g. Determine standards and objectives for all medically related aspects of operation of BFD operations including the inspection, evaluation, and approval of the system's performance specifications;

h. Function as the primary liaison between the BFD administration and the local medical community, ascertaining and being responsive to the needs of each;

i. Administration outlining the specific responsibilities and authority of each. The agreement should describe the process or procedure by which a medical director may withdraw responsibility for BFD personnel for noncompliance with the Emergency Medical Services Act, the Health and

Safety Code, Chapter 773, the rules adopted in this chapter, and/or accepted medical standards;

j. Take or recommend appropriate remedial or corrective measures for BFD personnel, in conjunction with local administration, which may include, but are not limited to, counseling, retraining, testing, probation, and/or field preceptorship;

k. Suspend a certified BFD individual from medical care duties for due cause pending review and evaluation;

l. Establish the circumstances under which a patient might not be transported;

m. Establish the circumstances under which a patient may be transported against his or her will in accordance with state law, including approval of appropriate procedures, forms, and a review process;

n. Establish criteria for selection of a patient's destination;

o. Develop and implement a comprehensive mechanism for management of patient care incidents, including patient complaints, allegations of substandard care, and deviations from established protocols and patient care standards;

p. Shall submit a detailed report to BFD Administration quarterly. This report will include a listing of his/her activities relative to their compliance to responsibilities of this position;

q. Shall promote EMS research and evidence-based quality improvement;

r. Shall be familiar with the concepts of a mobile community healthcare program;

s. Medical malpractice insurance must be active at least 7 days prior to the actual commencement of work.

t. Office space may be shared/swing space; access to a computer and desk phone to be provided along with central secured filing space.

u. The Medical Director will have the ability to respond to incidents as needed. Transportation will be provided via City of Burleson Fire/EMS Department personnel, such with a supervisor, ambulance, and/or fire apparatus. When on scene, Medical Director must adhere to Fire Department Policies for protective equipment/hygiene The Medical Director will not independently respond to emergency incidents.

v. Input/attendance is required at Protocol Meetings.

w. Responses/acknowledgement to internal inquires must be received within 72 hours.

x. Employment status for Fire/EMS Department employees will be the responsibility of City of Burleson Fire/EMS Administration.

y. The Medical Director will be responsible for assisting in the implementation and ongoing monitoring of the City of Burleson's infection control plan, providing medical advice to City employees following exposure incidents, and responding to biohazard events involving City personnel, such as needle sticks or similar exposures.

SCHEDULE

The EMS Medical Director should work approximately 48 weeks per year with an estimated 4 hours per week for a total of approximately 16 hours per month. An additional approximate 20 hours of work per month will be mutually scheduled and agreed upon between fire administration and the medical director to address needs such as but not limited to, continuing education, staff credentialing, and field observations. In addition to the weekly and monthly work and estimated 50 hours of work annually may be mutually scheduled and agreed upon between fire administration and the medical director to attend relevant conferences, workshops, or dedicated time to work on protocol and policy revisions. The work will be at the Burleson Fire/EMS facilities or remotely as mutually scheduled and agreed upon between fire administration and the medical director

- a. Establish on-call/backup for when out of the country/vacation and after-hours coverage.
- b. Hours per Month approximately 36 hours
 1. Minimum Hours Required Per Week 4, with balance to be made up other weeks of the weeks of month if needed.
 2. Four weeks of time off per year
 3. In a mutually agreeable format, an invoice to be provided to City at the end of each month.
 4. The maximum allowable worked hours per year for the medical director shall not exceed 500 hours unless mutually agreed upon between the City Manager and the medical director

QUALIFICATIONS

The Medical Director must meet the following qualifications:

- a. Current license to practice medicine in the State of Texas (MD or DO);
- b. Licensed by DEA and Texas DPS to prescribe and administer Schedule 11-V controlled substances;
- c. Must have primary specialty in Emergency Medicine;
- d. Must have or be eligible for board certification within one (1) year of the Effective Date of the Agreement in Emergency Medicine by the American Board of Emergency Medicine; American Board of Emergency Medicine Board certification in EMS subspecialty preferred.

e. Educational and professional experience necessary to serve as an EMS Medical Director;

f. Must be able to provide a schedule of office hours held at Burleson Fire/EMS Department facilities; with sufficient office hours to perform the duties outline in 22 TAC §197.3. “Off-line Medical Director”; and

g. Hold Texas Medical Malpractice Insurance.

DOCUMENTS

Copies of license/certifications must be provided to City with signed contract.

a. License to practice medicine in the state of Texas (MD or DO)

b. License to prescribe and administer Schedule 11-V controlled substances

c. Board certification in Emergency Medicine

d. A minimum of 12 hours of formal continuing medical education (CME) in the area of EMS medical direction or Confirmation of Texas Medical Director Course

**ATTACHMENT B
FEE SCHEDULE**

COMPENSATION:

For all professional services included in Attachment 'A', Scope of Services, the CONSULTANT shall be compensated a lump sum monthly fee of \$5,000.00 per month billed to the City of Burleson monthly. The total monthly fee shall be considered full compensation for the services each month as described in Attachment 'A', including all labor materials, supplies, and equipment necessary to deliver the services.

The consultant agrees to submit an invoice no later than the 10th of the month following the completion of the work. Upon receipt of the invoice, the City agrees to pay the Consultant in accordance with the terms of the Agreement.

The remainder of this page is left intentionally blank

SIGNATURE PAGE

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

CITY OF BURLESON:

By: _____

Name: Tommy Ludwig

Title: City Manager

Date: _____

By: _____

Name: Dennis R. Haslam, Jr., MD

Title: Medical Director

Date: _____

APPROVED AS TO FORM:

By: _____

City Attorney, Assistant City Attorney,
or Deputy City Attorney

City Council Regular Meeting

DEPARTMENT: Development Services
FROM: Tony McIlwain, Development Services Director
MEETING: January 21, 2025

SUBJECT:

2152 SW Wilshire (Case 23-370): Continue a public hearing and consider disapproval of an ordinance for a zoning change request from “A”, Agriculture to “PD” Planned Development for Wilshire Urban Village; a townhome and retail development. (First & Final Reading) *(Staff Contact: Tony McIlwain, Development Services Director) (The Planning and Zoning Commission recommended disapproval 5 to 3) (This item was postponed from the meeting of December 9, 2024)*

SUMMARY:

On November 27, 2023, an application for a zoning change request was submitted by Rob Orr representing Burleson Premier Real Estate Investments LLC (property owner) for a zoning change request of approximately 41.54 acres for a future townhome and retail development.

DEVELOPMENT OVERVIEW:

The property is currently zoned A, Agriculture and will require platting and commercial site plan review and approvals if the zoning is approved by City Council. Traffic and drainage studies would occur with submittal of the plat and site plan. This request is to develop several retail pad sites (12.02 acres) along the frontage of SW Wilshire, with two town home developments behind the retail component. The townhome components would include a build-to-own (10.32 acres) and build-to-rent community (18.88 acres) with a requested max density of 12 dwelling units per acre.

Zoning and Land Use Table

	Zoning	Use
Subject Site	A, Agricultural	Undeveloped
North	A, Agriculture	Residential
East	SP, Site Plan Zoning	Tractor Supply
South	A, Agriculture	Residential

West	A, Agriculture	Residential
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This site is designated in the Comprehensive Plan as Community Commercial

Community Commercial is generally located along major streets and at significant nodes. This category is intended to provide suitable areas for the development of light to medium intensity commercial uses to support surrounding urban development. Landscaping and urban design should enhance visitors' experiences, separate sidewalks from major roads and define pedestrian routes to promote connectivity and walkability. Cross-access between developments and visibility from adjacent streets are important components to the success of developments in these areas.

Staff has determined the requested zoning district and use partially aligns with the Comprehensive Plan. However, without phasing to require a portion of the retail component to be built prior to the townhomes; staff recommends disapproval of the request as currently requested by the applicant.

Engineering:

Engineering civil construction reviews and platting will be required prior to the development of the site.

RECOMMENDATION:

Disapprove the ordinance for the zoning change.

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

November 12, 2024 – The Planning and Zoning Commission recommend disapproval (5-3)

December 9, 2024 – This item was postponed by the Council per the applicant's request.

REFERENCE:

[City of Burleson, TX ZONING DISTRICTS \(ecode360.com\)](https://www.ecode360.com/city-of-burleson-tx-zoning-districts)

FISCAL IMPACT:

None

STAFF CONTACT:

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

ZC – 2152 SW Wilshire

Location:

- 2152 SW Wilshire
- 41.54 acres

Applicant:

Rob Orr (Burleson Premier Real Estate Investments, LLC)

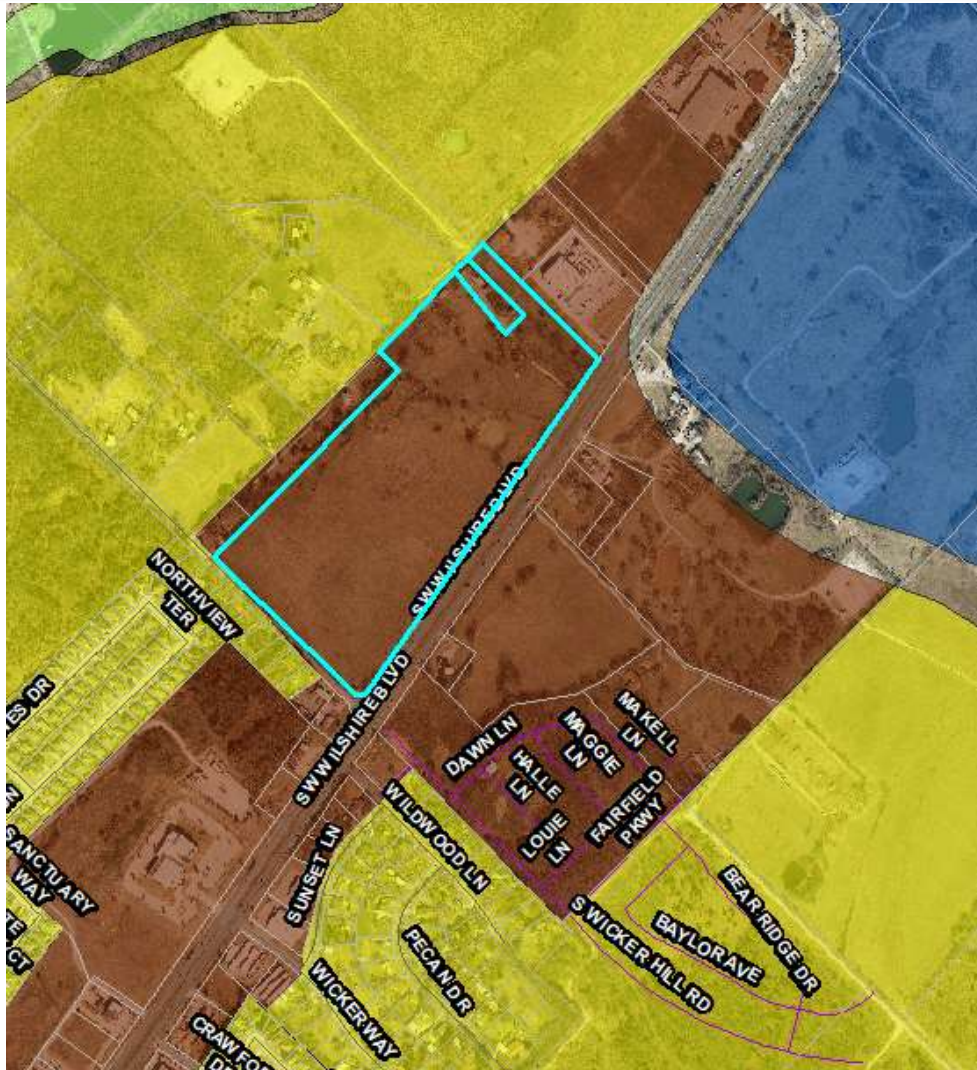
Item for approval:

Zoning Change from "A" Agriculture to "PD" Planned Development (Case 23-370)



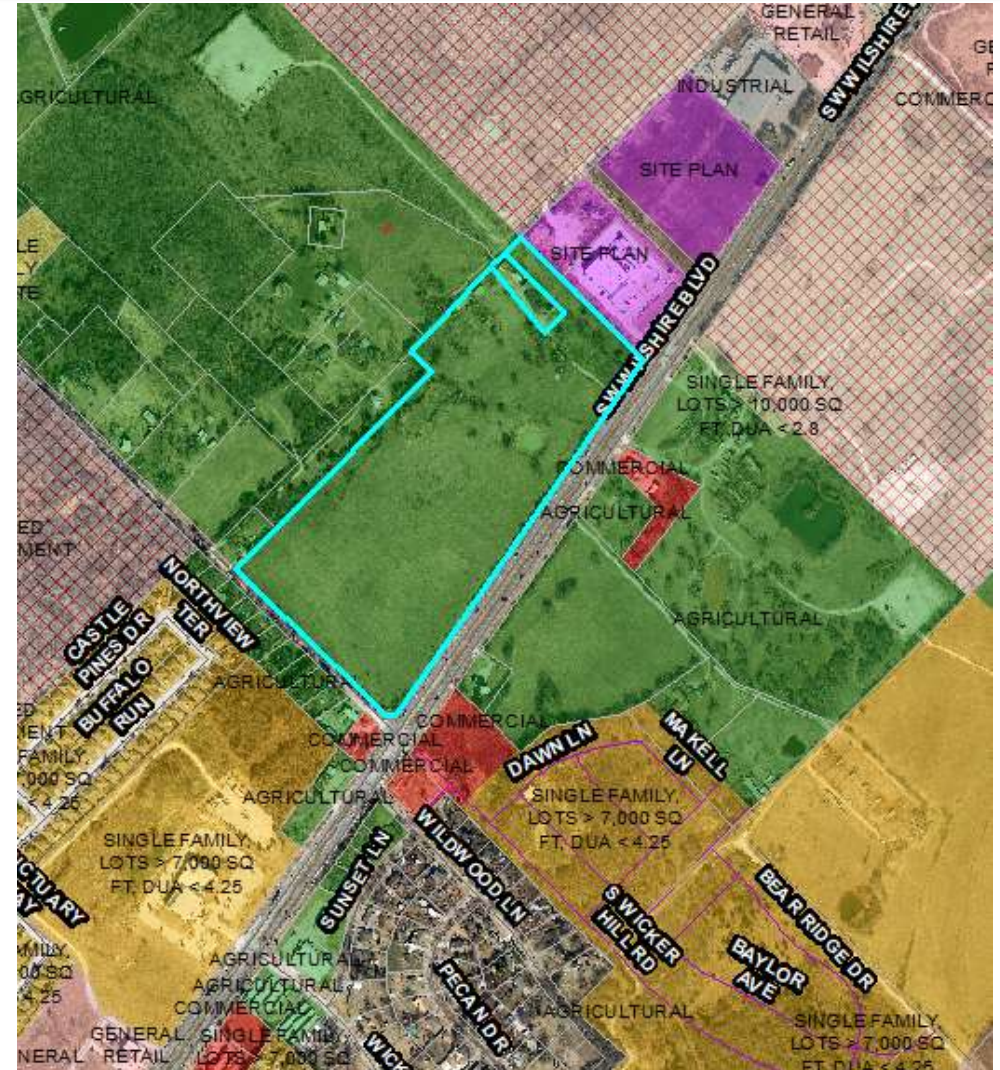
Comprehensive Plan

Community Commercial



Zoning

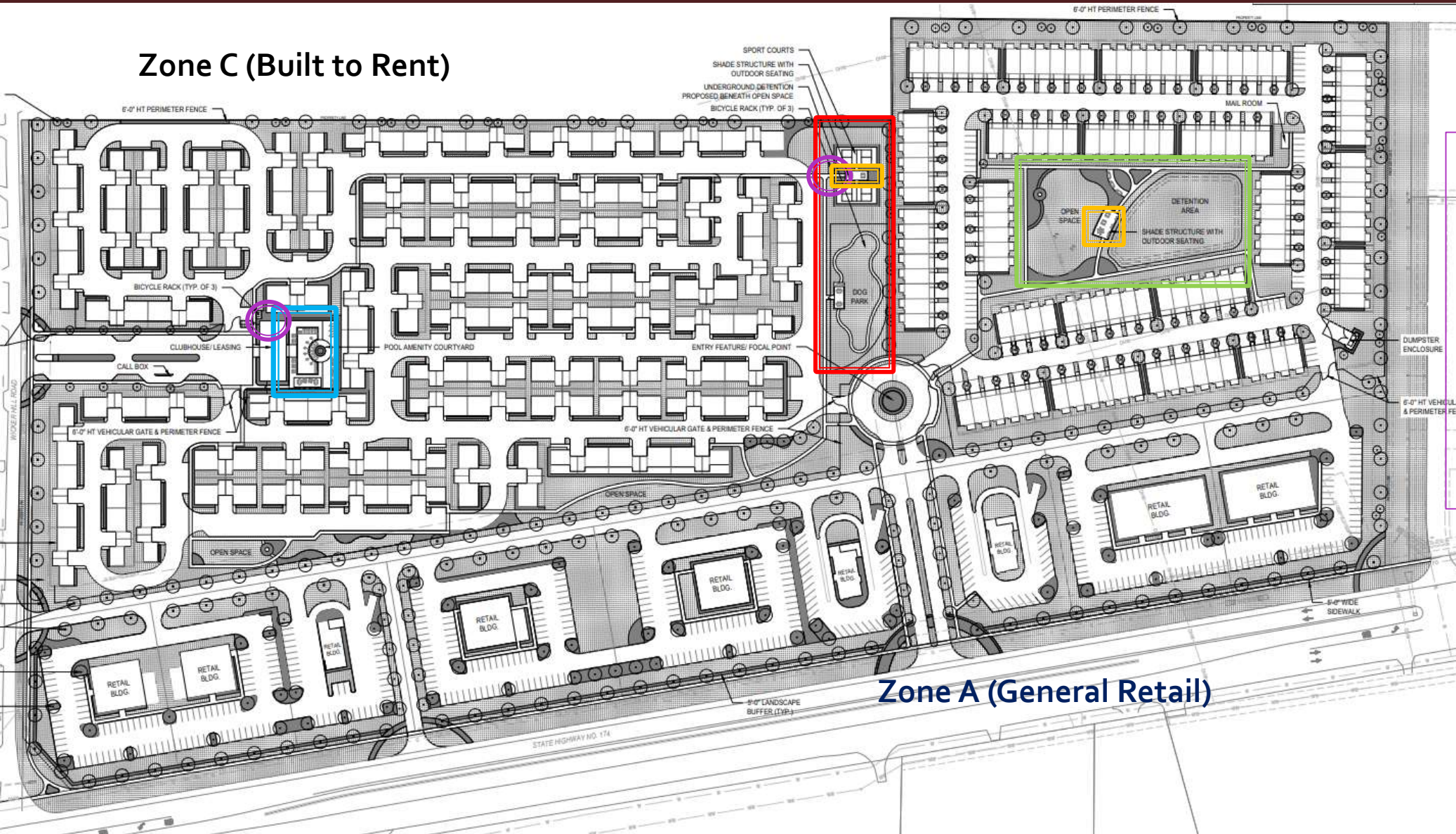
A, Agriculture



ZC – 2152 SW Wilshire

Zone B (Built to Own)

Zone C (Built to Rent)



Amenities proposed:

Pool area

Dog Park

Sport Courts

Walking trails

Shade complex

Bicycle racks

Open Space



ZC – 2152 SW Wilshire

Zone A – General Retail	Zone B – Townhomes	Zone C - Townhomes
12.02 Acres	10.32 Acres	18.88 Acres
7 stand alone pad sites	Individually platted lots	One lot; built-to-rent
Base zoning GR, General Retail	Base zoning SFA, Single-Family Attached (maximum height 3 stories)	Base zoning SFA, Single-Family Attached (limited to 1 story in height)
Gas Station allowed by-right	Max density 12 units per acre	
Constructed as retailers make commitments – no phasing tied to residential components	Up to 8 units connected – minimum lot width 20 feet	Up to 8 units connected – maximum complex length 270 ft
	Minimum lot size 1500 sq. ft	Minimum living area 600 sq. ft.
	2.25 parking spaces per unit, an enclosed garage counts as 1 space	2.25 parking spaces per unit, an enclosed garage counts as 1 space
	Amenities shown on site plan complete prior to 75% of units being ready for occupancy	Amenities shown on site plan complete prior to 75% of units being ready for occupancy

ZC – 2152 SW Wilshire



Zone B:
Built-to-own
examples





FRONT ELEVATION SCALE: 1/8" = 1'-0"



SIDE ELEVATION SCALE: 1/8" = 1'-0"

Zone C: Built-to-Rent examples



REAR ELEVATION SCALE: 1/8" = 1'-0"

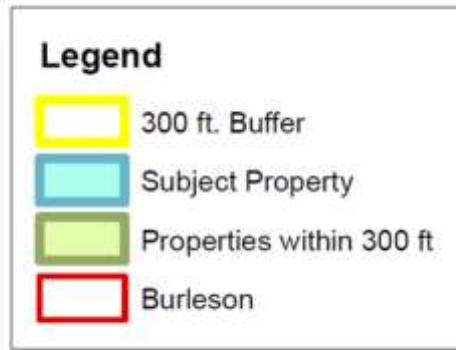


SIDE ELEVATION SCALE: 1/8" = 1'-0"

ZC – 2152 SW Wilshire

Public Hearing Notice

- Public notices were mailed to property owners (based on current JCAD records) within 300 feet of subject property
- Received 2 letters of opposition
- Published in newspaper
- Signs Posted on the property



ZC – 2152 SW Wilshire

P&Z Summary

Vote

Recommended disapproval (5-3)

Discussion

Some P&Z members had concerns regarding density (too high), phasing, entrance locations, and lack of open spaces.

Speakers

Rob Orr (owner)

Larry Miller (developer team)

Bruce & Mary Lou Butler (213 Wicker Hill Rd) – opposition

- Traffic concerns, loss of green spaces & view, overcrowding of nearby schools



Ordinance

AN ORDINANCE AMENDING ORDINANCE B-582, THE ZONING ORDINANCE OF THE CITY OF BURLESON, TEXAS, BY AMENDING THE OFFICIAL ZONING MAP AND CHANGING THE ZONING ON APPROXIMATELY 41.50 ACRE TRACT OR PARCEL OF LAND SITUATED IN THE H.G. CATLETT SURVEY, ABSTRACT NO. 179, JOHNSON COUNTY, TEXAS, AND BEING PART OF THAT CERTAIN CALLED 41.54 ACRE TRACT OF LAND CONVEYED TO BURLESON PREMIERE REAL ESTATE INVESTMENTS, LP., AS RECORDED IN VOLUME 3963, PAGE 796 OFFICIAL PUBLIC RECORDS, JOHNSON COUNTY TEXAS, FROM A, AGRICULTURE, TO PD, PLANNED DEVELOPMENT DISTRICT, MAKING THIS ORDINANCE CUMULATIVE OF PRIOR ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING A PENALTY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City Council passed, approved, and adopted Ordinance B-582, being the Zoning Ordinance and Map of the City of Burleson, Texas, showing the locations and boundaries of certain districts, as amended, and codified in Appendix B of the City of Burleson Code of Ordinances (2005) (the "Zoning Ordinance and Map"); and

WHEREAS, an application for a zoning change was filed by **Rob Orr** on **November 27, 2023**, under **Case Number 23-370**, on property described herein below filed application with the City petitioning an amendment of the Zoning Ordinance and Map so as to rezone and reclassify said property from its current zoning classification; and

WHEREAS, the Planning and Zoning Commission of Burleson, Texas, held a public hearing on said application after at least one sign was erected upon the property on which the change of classification is proposed in accordance with the Zoning Ordinance and Map, and after written notice of such public hearing before the Planning and Zoning Commission on the proposed rezoning had been sent to owners of real property lying within 300 feet of the property on which the change of classification is proposed, said notice having been given not less than ten (10) days before the date set for hearing to all such owners who rendered their said property for City taxes as the ownership appears on the last approved City Tax Roll, and such notice being served by depositing the same, properly addressed and postage paid, in the U.S. mail; and

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Burleson, Texas voted **5 to 3** to recommend disapproval to the City Council of Burleson, Texas, that the hereinafter described property be rezoned from its classifications of **Agricultural (A)** to **Planned Development (PD)**; and

WHEREAS, notice was given of a further public hearing to be held by the City Council of the City of Burleson, Texas, to consider the advisability of amending the Zoning Ordinance and Map as recommended by the Planning and Zoning Commission, and all citizens and parties at interest

were notified that they would have an opportunity to be heard, such notice of the time and place of such hearing having been given at least fifteen (15) days prior to such hearing by publication in the Fort Worth Star Telegram, Fort Worth, Texas, a newspaper of general circulation in such municipality; and

WHEREAS, all citizens and parties at interest have been given an opportunity to be heard on all the matter of the proposed rezoning and the City Council of the City of Burleson, Texas, being informed as to the location and nature of the use proposed on said property, as well as the nature and usability of surrounding property, have found and determined that the property in question, as well as other property within the city limits of the City of Burleson, Texas, has changed in character since the enactment of its classification of **Agricultural (A)** and, by reason of changed conditions, does consider and find that this amendatory Ordinance should be enacted since its provisions are in the public interest and will promote the health, safety and welfare of the community; and

WHEREAS, the City Council of the City of Burleson, Texas, may consider and approve certain ordinances or ordinance amendments at only one meeting in accordance with Section 2-4 of the City of Burleson Code of Ordinances (2005); and

WHEREAS, the City Council of the City of Burleson, Texas, finds that this Ordinance may be considered and approved in only one meeting because the provisions of this Ordinance concern an individual zoning case that does not propose a change to the language of the City of Burleson Code of Ordinances.

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

Section 1
MAP AND ZONING AMENDMENT

The Official Zoning Map is hereby amended insofar as it relates to certain land described as approximately 41.50 acre tract or parcel of land situated in the H.G. Catlett survey, Abstract No. 179, Johnson County, Texas, and being part of that certain called 41.54 acre tract of land conveyed to Burleson Premier Real Estate Investments, LP., by special warranty deed, as recorded in Volume 3963, Page 796, official public records, Johnson County Texas, included on Exhibit A, from Agriculture to PD, Planned Development District which are incorporated herein as Exhibit B, being attached hereto and incorporated herein by reference for all purposes.

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

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

Section 7.

Any person, firm, association of persons, company, corporation, or their agents, its servants, or employees violating or failing to comply with any of the provisions of this article shall be fined, upon conviction, not less than one dollar (\$1.00) nor more than two thousand dollars (\$2,000.00), and each day any violation of noncompliance continues shall constitute a separate and distinct offense. The penalty provided herein shall be cumulative of other remedies provided by State Law, and the power of injunction as provided in Texas Local Government Code 54.012 and as may be amended, may be exercised in enforcing this article whether or not there has been a complaint filed.

Section 8.

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

PASSED AND APPROVED:

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

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM & LEGALITY:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney

Exhibit A
Property Description

BEING a 41.54 acre tract of land situated in the H.G. Catlett Survey, Abstract Number 179, Johnson County, Texas, in the City of Burleson, and being all of that tract of land described in the Warranty Deed to Burleson Premier Real Estate Investments, L.P., as recorded in Volume 3963, Page 796, Deed Records, Johnson County, Texas, and being more particularly described as follows:

BEGINNING at a found 3 inch steel post in concrete, being in the intersection of the south right-of-way line of a 35 foot public Right-of-way dedicated by the Southcliff Addition Plat, as recorded in Drawer K, Volume 11, Page 950, Plat Records, Johnson County, Texas, and the northwest right-of-way line of SW Wilshire Boulevard (State Highway 174) (having a variable width public right-of-way), and also being the easternmost northeast corner of said Burleson Premier Real Estate Investments, L.P. tract;

THENCE South 34° 58' 54" West a distance of 1,989.38 feet, along said northwest right-of-way line, to a found 1/2 inch iron rod with a cap stamped "Fort Worth Surveying", being in the intersection of said northwest right-of-way line and the northeast right-of-way line of Wicker Hill Road (County Road 1021) (having a variable width public right-of-way);

THENCE North 87° 48' 36" West, along said northeast right-of-way line, a distance of 106.02 feet to a found disturbed concrete monument;

THENCE North 44° 44' 07" West, continuing along said northeast right-of-way line, a distance of 621.46 feet to a found 5/8 inch iron rod;

THENCE North 46° 58' 16" West, continuing along said northeast right-of-way line, a distance of 299.56 feet to a found 5/8 inch iron rod with cap, being in the south corner of a tract described by deed to Charles W. O'Neal, as recorded in Volume 3068, Page 298, Deed Records, Johnson County, Texas;

THENCE North 44° 39' 42" East, leaving said northeast right-of-way line, a distance of 1,297.79 feet to a found 1/2 inch iron rod, being in the northeast corner of a tract described by deed to Elvia Smith, as recorded in Document No. 2022-31449, Deed Records, Johnson County, Texas;

THENCE North 45° 40' 32" West, along the north line of said Elvia Smith tract, a distance of 152.64 feet to a found 5/8 inch iron rod, being in the northwest corner of said Elvia Smith tract and being in the west line of a tract described by deed to Juanita Underwood Life Estate, as recorded in Document No. 2022-12838, Deed Records, Johnson County, Texas;

THENCE North 45° 10' 53" East, leaving said north line, a distance of 743.13 feet to a found 5/8 inch iron rod, being south right-of-way line of said 35 foot public Right-of-way dedicated by the Southcliff Addition Plat;

THENCE South 44° 57' 35" East, along said south right-of-way line, a distance of 810.47 feet to the POINT OF BEGINNING and containing 1,809,461 square feet, 41.54 acres of land, more or less.

Exhibit B – Development Standards

Section 1. Purpose and Intent

The purpose and intent of this zoning ordinance is to establish appropriate restrictions and development controls necessary to ensure that the future horizontal mixed-use development of the subject property maintains compatibility with the surrounding development and zoning.

Section 2. Development Standards

A. Applicability

All development located within the boundaries of this Planned Development District shall adhere to the rules and regulations set forth in this zoning ordinance.

B. Base Zoning

Any zoning, land use requirement or restriction shall conform to those requirements and/or standards of the base zoning detailed in the Site Plan Exhibit.

C. Concept Plans.

Development of any property within the boundaries of this Planned Development District shall generally conform with the Site Plan Exhibit. If there is any conflict between the text of this ordinance and the concept plan, the text of this article controls.

D. Detailed Zone Standards

1. Zone A – General Retail District

- a. **Base Zoning.** Zone A base zoning is the General Retail District.
- b. **Permitted Uses.** In addition to the uses permitted in the General Retail District a Convenience Store with Fuel Sales is allowed by right.
- c. **The land area of Zone A is 12.02 acres.**
- d. **Phasing .** This district will consist of seven stand alone retail pad sites and will be constructed as retailers make commitments.

2. Zone B – SFR-AT Single-Family Attached Townhomes

- a. Units shall conform to the attached concept elevations.
- b. **Individually Platted Lots.** Each residential structure must be on an individually platted lot.
- c. **The land area of Zone B is 10.32 acres.**
- d. **Base Zoning.** Zone B base zoning is SFA Single-Family Attached Townhomes.
- e. **General Description.** The SFR-AT single family attached dwelling district is established to provide adequate space for medium-density, single-family attached type residential

development.

- f. **Underlying Standards.** This district will adhere to the SFA zoning district as established by the City of Burleson Zoning Ordinance, Section 58, unless specifically altered in this section.
- g. **Lot Dimension Calculation.**
 - i. The average width of a lot may be calculated as the total width of all platted lots of the one-family attached dwelling complex contained within that block divided by the number of dwellings in the complex.
 - ii. The area of a lot may be calculated as the total square footage of all platted lots of the one-family attached dwelling complex divided by the number of dwellings in the complex for each block.
 - iii. The maximum width of a one-family attached dwelling complex utilizing this calculation shall be limited to 180 feet. The maximum number of dwellings shall be limited to eight (8) in one contiguous building.
- h. **SFR-AT Single-Family Attached Townhomes Standards.** Development complying with SFR-AT Single-Family Attached Townhomes standards shall comply with the following standards:
 - i. **Density.** The maximum residential density is 12 dwelling units per acre.
 - ii. **Living Area.** The minimum living area per unit is 600 square feet.
 - iii. **Lot Size.** The minimum lot size is 1,500 square feet.
 - iv. **Lot Coverage.** The maximum coverage per lot is 85 percent.
 - v. **Lot Width.** The minimum lot width is 20 feet.
 - vi. **Lot Depth.** The minimum depth allowed per lot is 75 feet
 - vii. **Units per Building.** Maximum number of units per building is 8 units.
 - viii. **Height.** The maximum building height is 40 feet; maximum 3 stories.
- i. **Yard Area Requirements**
 - i. Minimum front yard setback – 5 feet.
 - ii. Minimum side yard setback (attached units) – None.
 - iii. Minimum side yard setback (between structures) – 5 feet minimum between structures
 - iv. Minimum side yard (exterior lot street or alley corners) – 5 feet.
 - v. Minimum rear yard setback – 5 feet.

- vi. Front yard projections into setback – 2 feet.
 - vii. Rear yard projections into setback – 2 feet.
 - viii. Side yard projections into setback – 2 feet.
 - ix. Courtyard within front yard setback will be permitted to within 0 feet or front property line.
 - x. Fencing within front yard setbacks will be permitted to within 5 feet of property line. Front yard fencing on interior lots will be 50% opaque not to exceed 48" in height (i.e., wrought iron or picket fences).
 - xi. Privacy fencing of lots along the perimeter of the development may not exceed 6 feet in height.
 - xii. Accessory trellis within front yard setback permitted to within 2 feet of property line.
 - xiii. Minimum sidewalk width will be 3 feet.
- j. **Roof Pitch.** A minimum roof pitch of 4:12 will be allowed. No minimum pitch is required for accent or dormer roofs.
- k. **Landscaping.** An ornamental tree (30 gallon) will be provided at a minimum of one (1) per cluster of units (2 attached dwelling units) and 1 canopy tree per six (6) dwelling units.
- l. **Amenity Area.** Amenity areas must be built as shown on the attached landscape and is required and must include, passive open space, walking trails and a shade structure.
- m. **Lighting:** Pedestrian poles on major drives inside the property – every 200 feet; bollard lights – min. 2 per every interior sidewalk.
- i. Street and pedestrian lighting shall be of a decorative nature and have a black powder coat finish and must be raised at least nine inches above finished grade on a concrete pedestal.
- n. **Off-Street Parking:** 2 spaces per dwelling unit will be provided. These spaces can be tandem spaces with one space in an enclosed garage and one space directly in front of the garage. In addition, an additional 0.25 guest parking spaces are required for each unit.
- o. **Anti-Monotony Standards**
- i. **Interior lots:** No two of the same elevation shall exist on the same side of any street. This does not include the attached structure(s) sharing the same elevation.
 - ii. **Perimeter lots:** No structure shall have the same elevation within 4 structures of any unit. This does not include the attached structure(s) sharing the same elevation.
 - iii. Anti-monotony can be accomplished by having adjacent structures of different stories and/or utilizing different elevations / architectural styles or by utilizing different primary façade materials that comprise no less than 50 percent for

each adjacent structure (i.e., brick or stone)

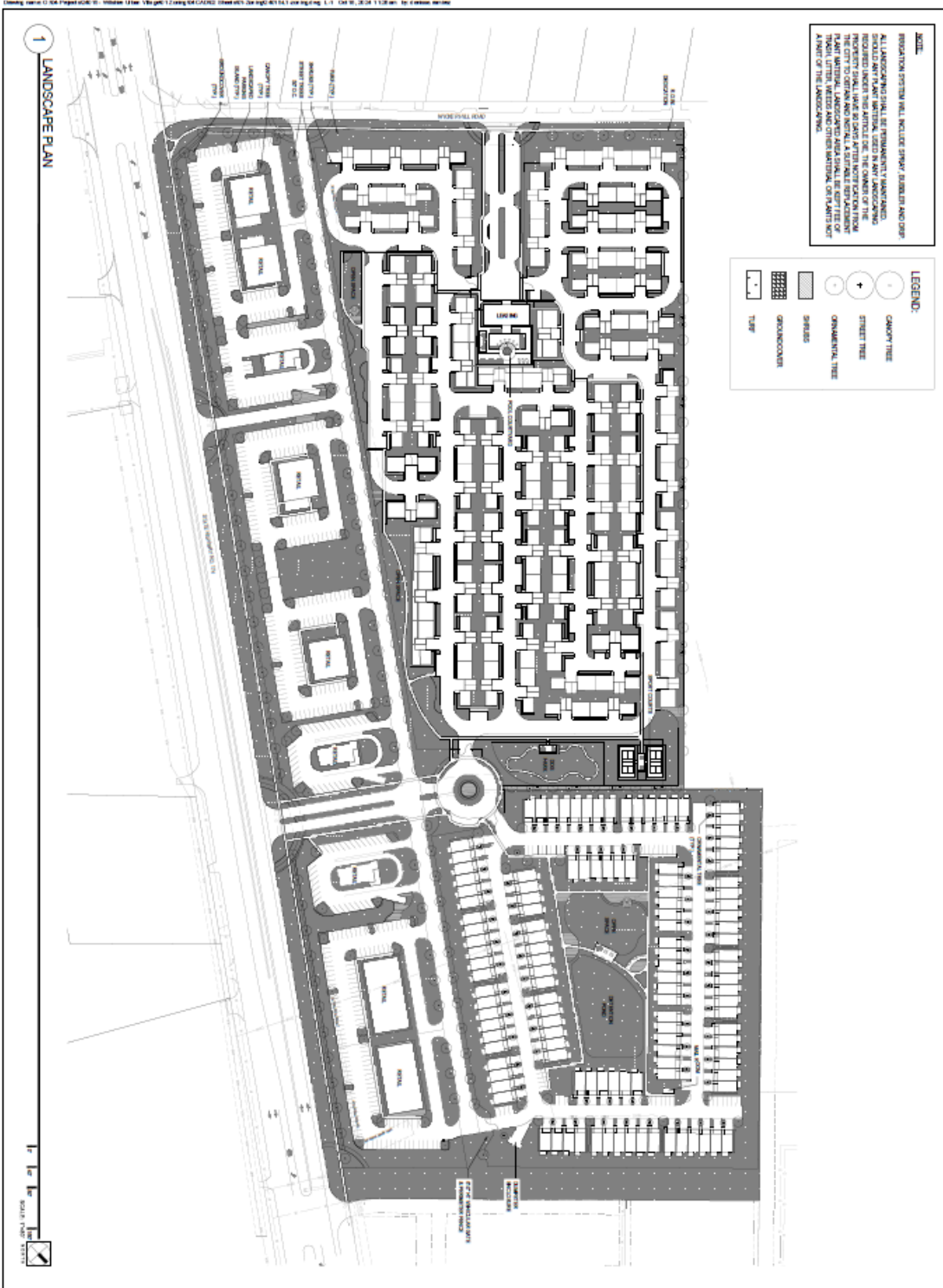
- p. **Phasing** . All amenities detailed in Section I above, must be completed once 75% of the dwelling units are ready to be occupied.

3. Zone C – BTR For Rent (BTR)

- a. Units shall conform to the attached concept elevations.
- b. The land area for Zone C is 18.88 acres.
- c. **Base Zoning.** Zone C base zoning is SF-A, but residential structures do not have to be individually plated lots.
- d. **General Description.** The BTR- multifamily dwelling district is established to provide adequate space for low-density, multi-family type residential development.
- e. **Underlying Standards.** This district will adhere to the SFA zoning district as established by the City of Burleson Zoning Ordinance, Section 58, unless specifically altered in this section.
- f. **Lot Dimension Calculation.**
 - i. All dwelling units in this district can be on a single parcel.
 - ii. The maximum width of a one-family attached dwelling complex shall be limited to 270 feet. The maximum number of dwellings shall be limited to eight (8).
- g. **BTR - Standards.** Development complying with BTR standards shall comply with the following standards:
 - i. **Density.** The maximum residential density is 12 dwelling units per acre.
 - ii. **Living Area.** The minimum living area per unit is 600 square feet.
 - iii. **Units per Building.** Maximum number of units per building is 8 units.
 - iv. **Lot Coverage.** The maximum lot coverage is 75%.
 - v. **Height.** The maximum building height is 30 feet; maximum 1 story.
- h. **Yard Area Requirements**
 - i. Minimum front yard setback – 5 feet.
 - ii. Minimum side yard setback (attached units) – 0 feet.
 - iii. Minimum side yard setback (between structures) – 5 feet minimum between structures
 - iv. Minimum side yard (exterior lot street or alley corners) – 5 feet.
 - v. Minimum rear yard setback – 5 feet.
 - vi. Front yard projections into setback – 2 feet.
 - vii. Rear yard projections into setback – 2 feet.
 - viii. Side yard projections into setback – 2 feet.

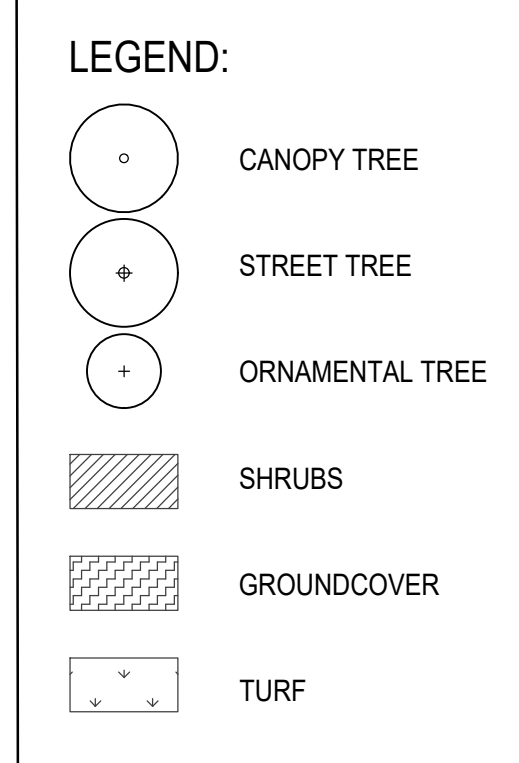
- ix. Courtyard within front yard setback will be permitted to within 2 feet of the front property line.
 - x. Fencing within front yard setbacks will be permitted to within 5 feet of property line. Front yard fencing on interior lots will be 50% opaque not to exceed 48" in height (i.e., wrought iron or picket fences).
 - xi. Privacy fencing of lots along the perimeter of the development may not exceed 6 feet in height.
 - xii. Accessory trellis within front yard setback permitted to within 2 feet of property line.
 - xiii. Minimum sidewalk width will be 3 feet.
- i. **Roof Pitch.** A minimum roof pitch of 4:12 will be allowed. No minimum pitch is required for accent or dormer roofs.
 - j. **Landscaping.** Not less than 10 % of the gross site area shall be devoted to open space, including required yards and buffer areas. Open space shall not include areas covered by structures, parking areas driveways, and internal streets, but can include detention areas if programmed.
 - k. **Amenity Area.** Amenity areas must be built as shown on the attached landscape and is required and must include a pool area, sports court, a dog park, passive open space, walking trails and a shade structure.
 - l. **Bicycle Parking.** A total of 12 bicycle parking spaces will be required.
 - m. **Off-street parking:** 2 spaces per dwelling unit will be provided. These spaces can be tandem spaces with one space in an enclosed garage and one space directly in front of the garage. In addition, an additional 0.25 guest parking spaces are required for each unit.
 - n. **Lighting:** Pedestrian poles on major drives inside the property – every 200 feet; bollard lights – minimum 2 per every interior sidewalk.
 - i. Street and pedestrian lighting shall be of a decorative nature and have a black powder coat finish and must be raised at least nine inches above finished grade on a concrete pedestal.
 - o. **Phasing .** All amenities detailed in Section I above, must be completed once 75% of the dwelling units are ready to be occupied.

Site Plan Exhibit



	WILSHIRE URBAN VILLAGE BURLISSON, TEXAS	
	PROJECT NUMBER: 2023-001 DATE: OCTOBER 15, 2023 DRAWN BY: [Name]	SHEET: L-1 OF: L-1

NOTE:
 OPEN SPACE IS SHOWN FOR DESIGN INTENT ONLY AND SUBJECT TO CHANGE.
 ALL PLANTING AND TURF AREAS SHALL BE IRRIGATED BY AN AUTOMATIC IRRIGATION SYSTEM.

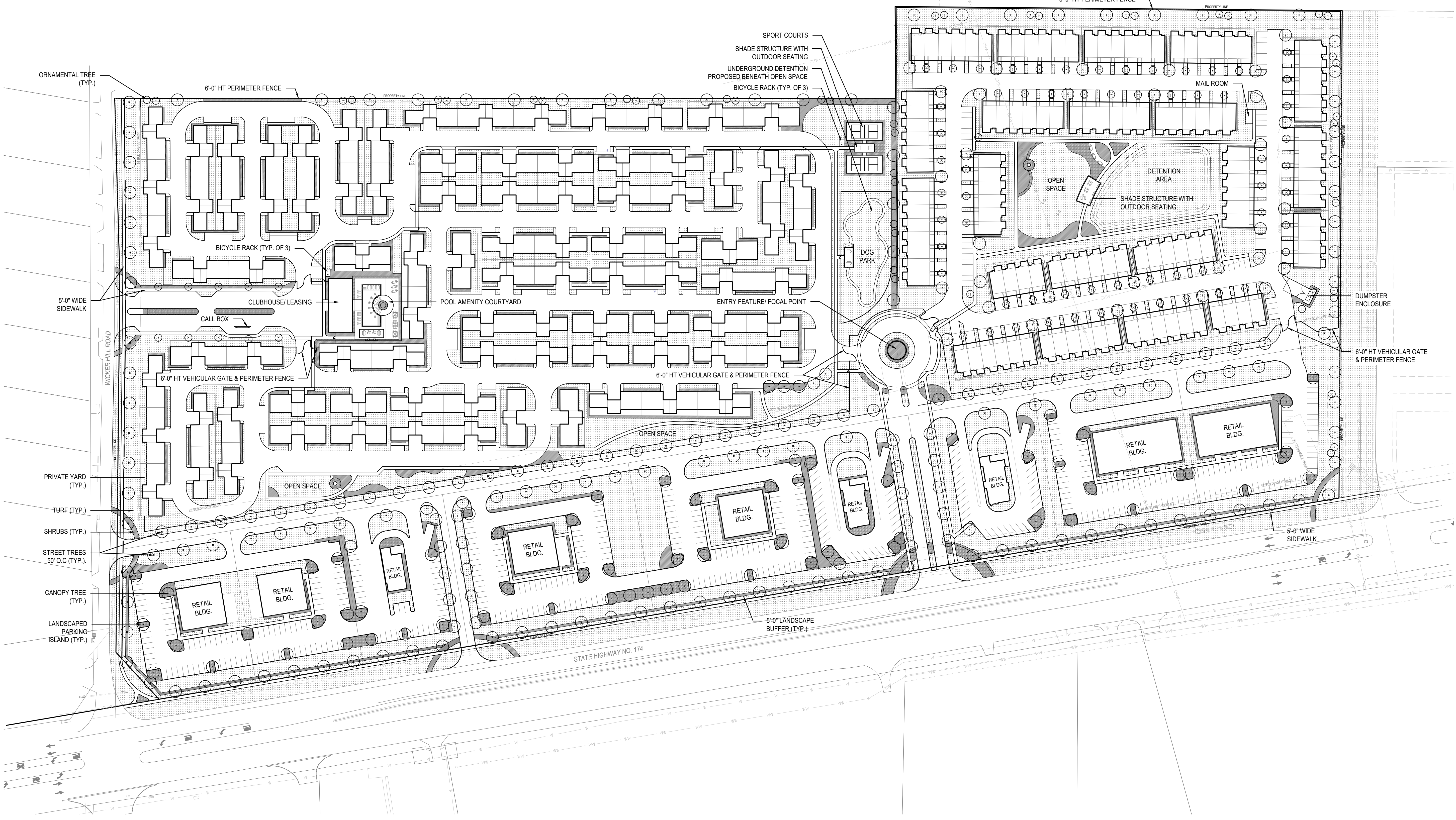


LANDSCAPE REQUIREMENTS		
GENERAL RETAIL DISTRICT REQUIREMENTS		
STREET TREES		
The spacing of street trees will be in accordance with the tree species size classes listed in section 86-81, and no trees may be planted closer together than the following without the approval of the tree board: small trees—30 feet; medium trees—40 feet; and large trees—50 feet.		
Street Trees	Provided at 50' O.C.	
LANDSCAPE AREA	REQUIRED	PROVIDED
Landscaping of 20 percent of the total lot shall be required. Total Lot Area: 475,082 SF		
Landscape Area	95,016 SF (20%)	95,016 SF MIN. (20%)
FRONT YARD LANDSCAPE	REQUIRED	PROVIDED
Not less than 40 percent of the total landscaping shall be located in the designated front yard.		
Front Yard Landscape	60,812 (40%)	60,812 SF MIN. (40%)

LANDSCAPING ADJACENT TO PUBLIC R.O.W.	REQUIRED	PROVIDED
A ten-foot landscaped strip shall be provided adjacent to all public and private rights-of-way on lots with an area greater than five acres. Within landscaped strips adjacent to rights-of-way, landscaping shall be required as follows:		
a. One canopy street tree or two ornamental trees, for each 60 linear feet of frontage, at a minimum three-inch caliper.		
b. An average density of one, five-gallon evergreen shrub for each five linear feet of frontage provided however, that any landscaping materials that will be located within ten feet of any public right-of-way shall not, at ultimate growth, exceed 30 inches in height above street grade unless otherwise permitted by the city. Shrubs may be grouped to provide variety in design.		
Street Frontage: 2,156 LF		
Canopy Tree	36	43
Evergreen Shrub (5 Gal)	431	431 MIN.

PARKING LOT INTERIOR	REQUIRED	PROVIDED
Developments with an area five acres or greater shall provide a 162-square-foot landscaped island for each 12 parking spaces. Within parking lot interiors, landscaping shall be provided as follows:		
a. One canopy tree or one ornamental tree at a minimum three inches in caliper.		
b. Evergreen ground cover or shrubs to a maximum ultimate height of 30 inches from parking lot grade, of a type that will provide full coverage of the landscape island shall be provided. Planted area shall be exclusive of the area within 18-inch radius from each required tree.		
c. Areas that are not covered with live plant materials shall be permanently maintained with natural mulch materials such as hard wood, pine bark, or other typical mulch materials.		
Total Parking Spaces: 469		
Landscape Island (162SF)	6,332 SF	19,411 SF
Canopy Tree		PROVIDED
Evergreen Groundcover & Shrubs		PROVIDED

BTR REQUIREMENTS		
OPEN SPACE	REQUIRED	PROVIDED
Not less than 10 percent of the gross site area shall be devoted to open space, including required yards and buffer areas. Open space shall not include areas covered by structures, parking areas, driveways, and internal streets.		
Total Lot Area: 822,413 SF		
Open Space	82,242 SF (10%)	82,242 SF MIN. (10%)
BIKE PARKING	REQUIRED	PROVIDED
A total of (12) parking spaces shall be provided.		
Bike Spaces (2 spaces per bike rack)	6 (2 SPACES/RACK)	6 (2 SPACES/RACK)
SFA REQUIREMENTS		
LANDSCAPING	REQUIRED	PROVIDED
An ornamental tree (30 gallon) will be provided at a minimum of one (1) per cluster of units (2 attached dwelling units) and 1 canopy tree per six (6) dwelling units.		
Total Units: 124		
Ornamental Tree	62	62 MIN.
Canopy Tree	21	21 MIN.



OWNER
 Matrix Equities
 30000 Chagrin Road
 Suite 200
 Cleveland, OH, 44124

CIVIL ENGINEER
 Stanlec
 6080 Tennyson Parkway, Suite 200
 Plano, TX 75024

WILSHIRE URBAN VILLAGE
 BURLESON, TEXAS

Rev.	Date	Description

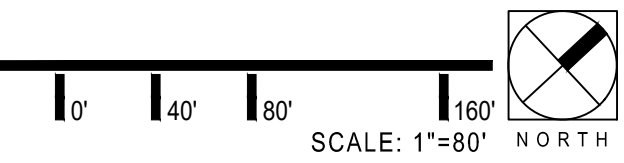
Project Number: 24015
 Date: OCTOBER 18, 2024
 Issue: ZONING

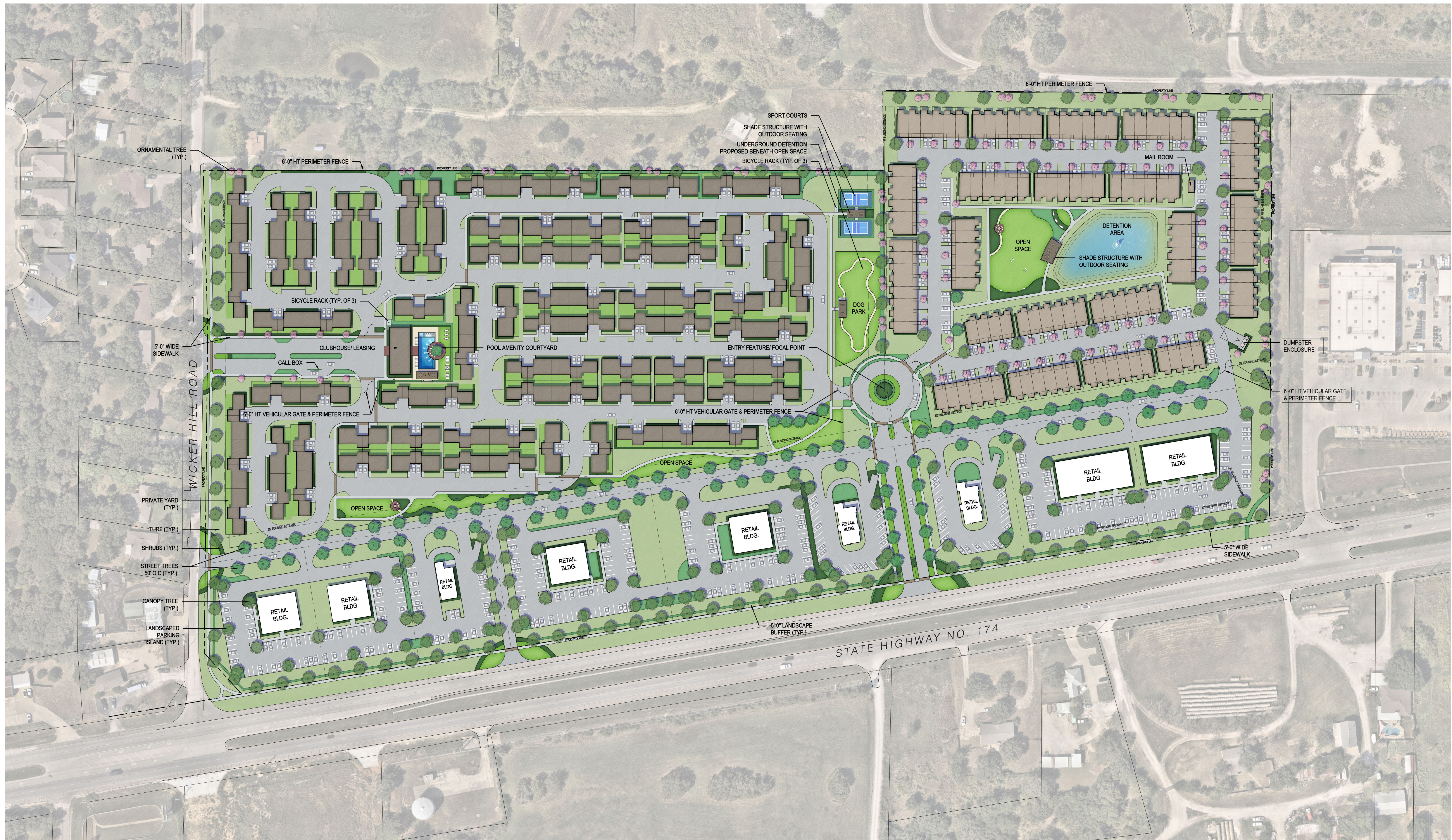
Sheet Title:
LANDSCAPE PLAN

ZONING FOR REVIEW ONLY, NOT FOR CONSTRUCTION OR PERMIT PURPOSES. Michael Lewkovich 3528 OCTOBER 18, 2024	Sheet Number: L-1
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Drawing name: O:\04-Projects\24015 - Wilshire Urban Village\01-Zoning\01-Zoning\01-CAD\02-Sheets\01-Zoning\24015-L1-zoning.dwg L-1 Oct 18, 2024 4:28pm by: alexkulich

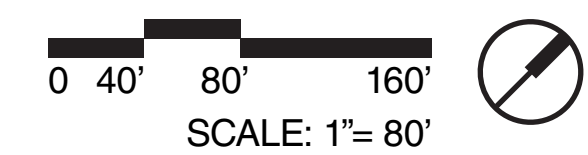
1 LANDSCAPE PLAN





Illustrative Site Plan

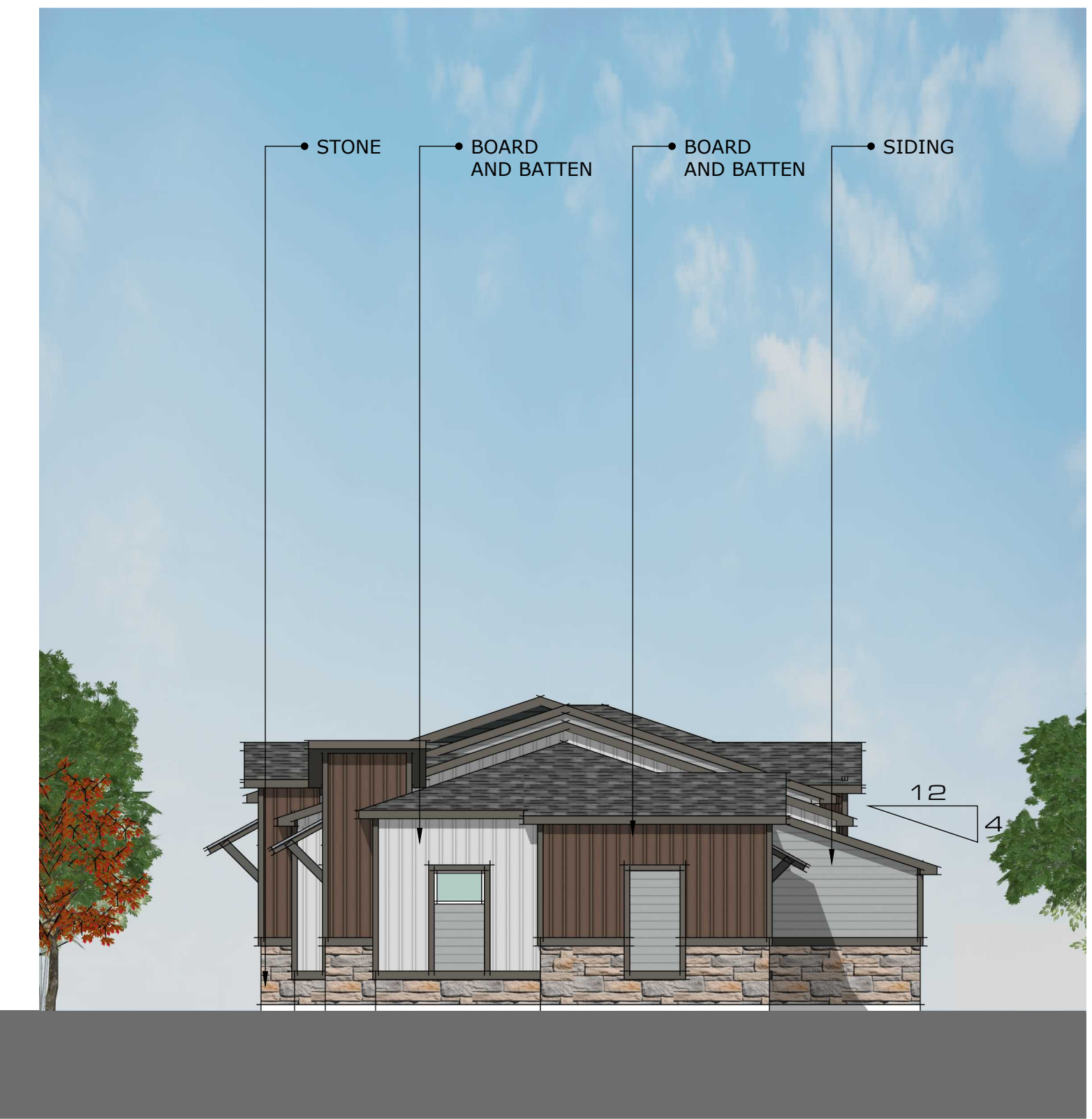
Willshire Urban Village



Date: 04 November 2024



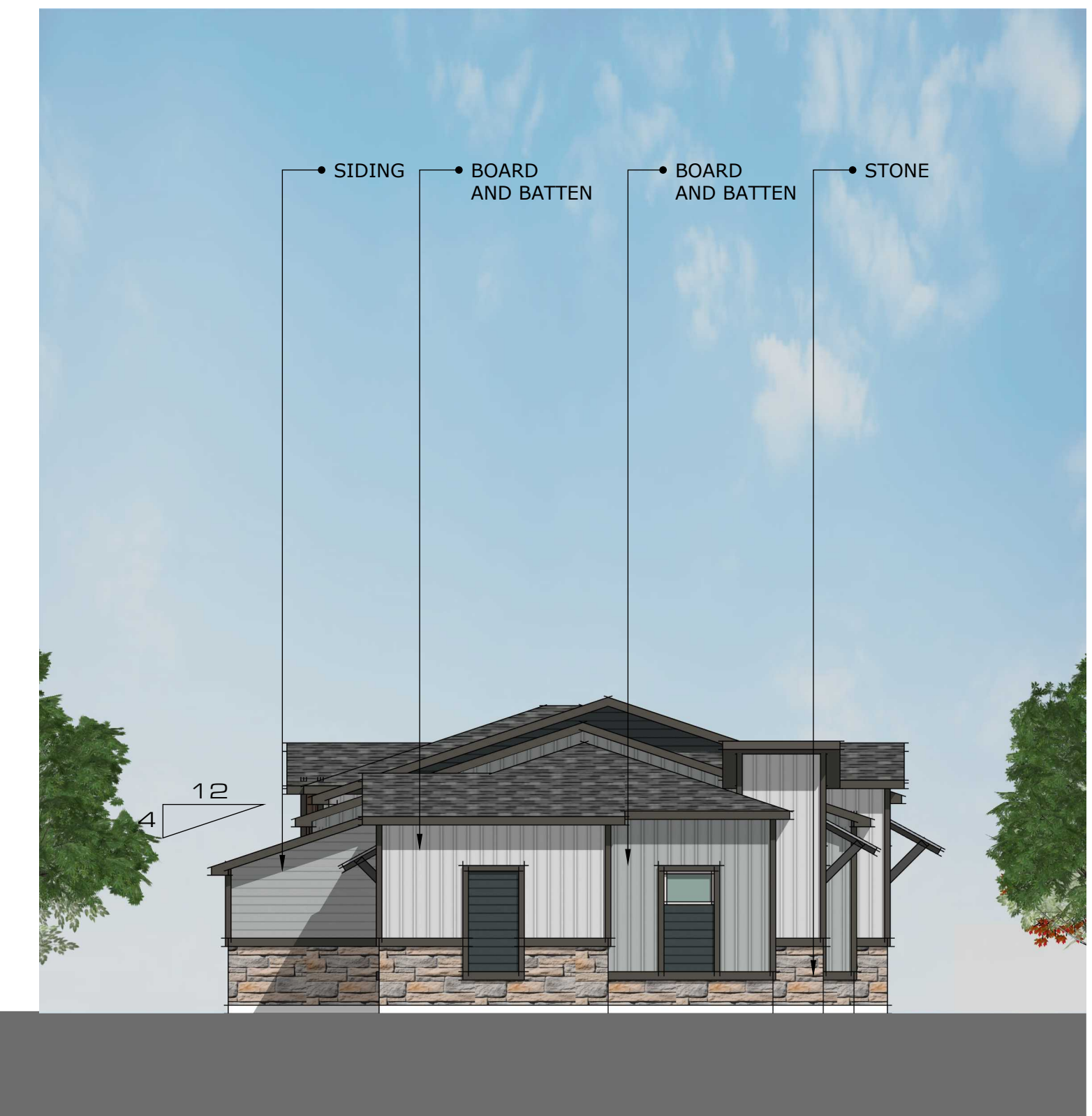
FRONT ELEVATION SCALE: 1/8" = 1'-0"



SIDE ELEVATION SCALE: 1/8" = 1'-0"



REAR ELEVATION SCALE: 1/8" = 1'-0"



SIDE ELEVATION SCALE: 1/8" = 1'-0"



B1- BRICK
MANUFACTURER:
ACME
COLOR:
SILVERCREEK
MORTAR:
ARGOS IVORY BUFF



P1- PAINT
MANUFACTURER:
SHERWIN WILLIAMS
COLOR:
ANONYMOUS
SW 7046

SIDING, BOARD & BATTEN



P2- PAINT
MANUFACTURER:
SHERWIN WILLIAMS
COLOR:
REPOSE GRAY
SW 7015

SHUTTERS, VENTS, DOORS & WINDOWS, BAND



P3- PAINT
MANUFACTURER:
SHERWIN WILLIAMS
COLOR:
PURE WHITE
SW 7005

SIDING, BOARD & BATTEN



P4- PAINT
MANUFACTURER:
SHERWIN WILLIAMS
COLOR:
IRON ORE
SW 7069

FASCIA, TRIM



S1- SHAKE SIDING
MANUFACTURER:
VINYL SHAKE
COLOR:
FOUNDRY-7 INCH SPLIT SHAKE
LITE KHAKI



G1- GARAGE DOOR
MANUFACTURER:
OVERHEAD DOOR
COLOR:
RAL 7044



R1- ROOF
MANUFACTURER:
OWENS CORNING
COLOR:
PEPPERCORN



W1- WINDOWS
MANUFACTURER:
PLY-GEM
COLOR:
CLAY



D1- DOWNSPOUTS
MANUFACTURER:
SENOX
COLOR:
TUXEDO GRAY



1 BUILDING A - FRONT ELEVATION - "STYLE A"
SCALE: 3/16"=1'-0"



2 BUILDING A - END ELEVATION - "STYLE A"
SCALE: 3/16"=1'-0"



2a BUILDING A - END ELEVATION - "STYLE A"
SCALE: 3/16"=1'-0"



3 BUILDING A - BACK ELEVATION - "STYLE A"
SCALE: 3/16"=1'-0"

NOT FOR
REGULATORY APPROVAL,
PERMITTING,
OR CONSTRUCTION

REVISIONS

WHILSHIRE TOWNHOMES
LOCATED IN BURLESON TEXAS



DATE

10-22-2024

PROJECT

23219

SHEET NUMBER

A4-00

BUILDING A
ELEVATION

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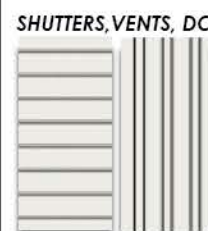
B1- BRICK
MANUFACTURER:
ACME
COLOR:
SILVERCREEK
MORTAR:
ARGOS IVORY BUFF



P1- PAINT
MANUFACTURER:
SHERWIN WILLIAMS
COLOR:
ANONYMOUS
SW 7046



P2- PAINT
MANUFACTURER:
SHERWIN WILLIAMS
COLOR:
REPOSE GRAY
SW 7015



P3- PAINT
MANUFACTURER:
SHERWIN WILLIAMS
COLOR:
PURE WHITE
SW 7005



P4- PAINT
MANUFACTURER:
SHERWIN WILLIAMS
COLOR:
IRON ORE
SW 7069



S1- SHAKE SIDING
MANUFACTURER:
VINYL SHAKE
COLOR:
FOUNDRY-7 INCH SPLIT SHAKE
LITE KHAKI



G1- GARAGE DOOR
MANUFACTURER:
OVERHEAD DOOR
COLOR:
RAL 7044



R1- ROOF
MANUFACTURER:
OWENS CORNING
COLOR:
PEPPERCORN



W1- WINDOWS
MANUFACTURER:
PLY-GEM
COLOR:
CLAY



D1- DOWNSPOUTS
MANUFACTURER:
SENOX
COLOR:
TUXEDO GRAY



1 BUILDING A - FRONT ELEVATION - "STYLE B"
SCALE: 3/16"=1'-0"



2 BUILDING A - END ELEVATION - "STYLE B"
SCALE: 3/16"=1'-0"



2a BUILDING A - END ELEVATION - "STYLE B"
SCALE: 3/16"=1'-0"



3 BUILDING A - BACK ELEVATION - "STYLE B"
SCALE: 3/16"=1'-0"

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REGULATORY APPROVAL,
PERMITTING,
OR CONSTRUCTION

REVISIONS

WHILSHIRE TOWNHOMES

LOCATED IN BURLESON TEXAS



4896 EXCEL PARKWAY ADDISON, TX 75001
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hedk.com

DATE
10-22-2024

PROJECT
23219

SHEET NUMBER

A4-01
BUILDING A
ELEVATION

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B1 - BRICK
MANUFACTURER:
ACME
COLOR:
SILVERCREEK
MORTAR:
ARGOS IVORY BUFF



P1 - PAINT
MANUFACTURER:
SHERWIN WILLIAMS
COLOR:
ANONYMOUS
SW 7046



P2 - PAINT
MANUFACTURER:
SHERWIN WILLIAMS
COLOR:
REPOSE GRAY
SW 7015



P3 - PAINT
MANUFACTURER:
SHERWIN WILLIAMS
COLOR:
PURE WHITE
SW 7005



P4 - PAINT
MANUFACTURER:
SHERWIN WILLIAMS
COLOR:
IRON ORE
SW 7069



S1 - SHAKE SIDING
MANUFACTURER:
VINYL SHAKE
COLOR:
FOUNDRY-7 INCH SPLIT SHAKE
LITE KHAKI



G1 - GARAGE DOOR
MANUFACTURER:
OVERHEAD DOOR
COLOR:
RAL 7044



R1 - ROOF
MANUFACTURER:
OWENS CORNING
COLOR:
PEPPERCORN



W1 - WINDOWS
MANUFACTURER:
PLY-GEM
COLOR:
CLAY



D1 - DOWNSPOUTS
MANUFACTURER:
SENOX
COLOR:
TUXEDO GRAY



1 BUILDING A - FRONT ELEVATION - "STYLE D"
SCALE: 1/8"=1'-0"



2 BUILDING A - END ELEVATION - "STYLE D"
SCALE: 1/8"=1'-0"



2a BUILDING A - END ELEVATION - "STYLE D"
SCALE: 1/8"=1'-0"



3 BUILDING A - BACK ELEVATION - "STYLE D"
SCALE: 1/8"=1'-0"

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PERMITTING,
OR CONSTRUCTION

REVISIONS

WHILSHIRE TOWNHOMES

LOCATED IN BURLESON TEXAS



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DATE

10-22-2024

PROJECT

23219

SHEET NUMBER

A4-02

BUILDING A
ELEVATION

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- B1 - BRICK**
MANUFACTURER: ACME
COLOR: SILVERCREEK
MORTAR: ARGOS IVORY BUFF
- P1 - PAINT**
MANUFACTURER: SHERWIN WILLIAMS
COLOR: ANONYMOUS SW 7046
- SIDING, BOARD & BATTEN**
- P2 - PAINT**
MANUFACTURER: SHERWIN WILLIAMS
COLOR: REPOSE GRAY SW 7015
- SHUTTERS, VENTS, DOORS & WINDOWS, BAND**
- P3 - PAINT**
MANUFACTURER: SHERWIN WILLIAMS
COLOR: PURE WHITE SW 7005
- SIDING, BOARD & BATTEN**
- FASCIA, TRIM**
- S1 - SHAKE SIDING**
MANUFACTURER: VINYL SHAKE
COLOR: FOUNDRY-7 INCH SPLIT SHAKE LITE KHAKI
- G1 - GARAGE DOOR**
MANUFACTURER: OVERHEAD DOOR
COLOR: RAL 7044
- R1 - ROOF**
MANUFACTURER: OWENS CORNING
COLOR: PEPPERCORN
- W1 - WINDOWS**
MANUFACTURER: PLY-GEM
COLOR: CLAY
- D1 - DOWNSPOUTS**
MANUFACTURER: SENOX
COLOR: TUXEDO GRAY



1 BUILDING B - FRONT ELEVATION - "STYLE A"
SCALE: 3/16"=1'-0"



2 BUILDING B - END ELEVATION - "STYLE A"
SCALE: 3/16"=1'-0"



2a BUILDING B - END ELEVATION - "STYLE A"
SCALE: 3/16"=1'-0"



3 BUILDING B - BACK ELEVATION - "STYLE A"
SCALE: 3/16"=1'-0"

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REVISIONS

WHILSHIRE TOWNHOMES

LOCATED IN BURLESON TEXAS

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DATE: 10-22-2024

PROJECT: 23219

SHEET NUMBER: A4-10
BUILDING B ELEVATION

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- B1 - BRICK**
MANUFACTURER: ACME
COLOR: SILVERCREEK
MORTAR: ARGOS IVORY BUFF
- F1 - PAINT**
MANUFACTURER: SHERWIN WILLIAMS
COLOR: ANONYMOUS SW 7046
- SIDING, BOARD & BATTEN**
- P2 - PAINT**
MANUFACTURER: SHERWIN WILLIAMS
COLOR: REPOSE GRAY SW 7015
- SHUTTERS, VENTS, DOORS & WINDOWS, BAND**
- F3 - PAINT**
MANUFACTURER: SHERWIN WILLIAMS
COLOR: PURE WHITE SW 7005
- SIDING, BOARD & BATTEN**
- F4 - PAINT**
MANUFACTURER: SHERWIN WILLIAMS
COLOR: IRON ORE SW 7069
- FASCIA, TRIM**
- S1 - SHAKE SIDING**
MANUFACTURER: VINYL SHAKE
COLOR: FOUNDRY-7 INCH SPLIT SHAKE LITE KHAKI
- G1 - GARAGE DOOR**
MANUFACTURER: OVERHEAD DOOR
COLOR: RAL 7044
- R1 - ROOF**
MANUFACTURER: OWENS CORNING
COLOR: PEPPERCORN
- W1 - WINDOWS**
MANUFACTURER: PLY-GEM
COLOR: CLAY
- D1 - DOWNSPOUTS**
MANUFACTURER: SENOX
COLOR: TUXEDO GRAY

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REVISIONS

WHILSHIRE TOWNHOMES

LOCATED IN BURLESON TEXAS

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hedk.com

DATE: 10-22-2024

PROJECT: 23219

SHEET NUMBER: A4-11
BUILDING B ELEVATION

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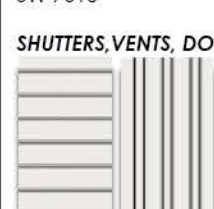
B1 - BRICK
MANUFACTURER:
ACME
COLOR:
SILVERCREEK
MORTAR:
ARGOS IVORY BUFF



P1 - PAINT
MANUFACTURER:
SHERWIN WILLIAMS
COLOR:
ANONYMOUS
SW 7046



P2 - PAINT
MANUFACTURER:
SHERWIN WILLIAMS
COLOR:
REPOSE GRAY
SW 7015



P3 - PAINT
MANUFACTURER:
SHERWIN WILLIAMS
COLOR:
PURE WHITE
SW 7005



P4 - PAINT
MANUFACTURER:
SHERWIN WILLIAMS
COLOR:
IRON ORE
SW 7069



S1 - SHAKE SIDING
MANUFACTURER:
VINYL SHAKE
COLOR:
FOUNDRY-7 INCH SPLIT SHAKE
LITE KHAKI



G1 - GARAGE DOOR
MANUFACTURER:
OVERHEAD DOOR
COLOR:
RAL 7044



R1 - ROOF
MANUFACTURER:
OWENS CORNING
COLOR:
PEPPERCORN



W1 - WINDOWS
MANUFACTURER:
PLY-GEM
COLOR:
CLAY



D1 - DOWNSPOUTS
MANUFACTURER:
SENOX
COLOR:
TUXEDO GRAY



1 BUILDING B - FRONT ELEVATION - "STYLE C"
SCALE: 3/16"=1'-0"



2 BUILDING B - END ELEVATION - "STYLE C"
SCALE: 3/16"=1'-0"



2a BUILDING B - END ELEVATION - "STYLE C"
SCALE: 3/16"=1'-0"



3 BUILDING B - BACK ELEVATION - "STYLE C"
SCALE: 3/16"=1'-0"

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REVISIONS

WHILSHIRE TOWNHOMES
LOCATED IN BURLESON TEXAS



DATE
10-22-2024

PROJECT
23219

SHEET NUMBER

A4-12
BUILDING B
ELEVATION

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- B1- BRICK**
MANUFACTURER: ACME
COLOR: SILVERCREEK
MORTAR: ARGOS IVORY BUFF
- P1- PAINT**
MANUFACTURER: SHERWIN WILLIAMS
COLOR: ANONYMOUS SW 7046
- SIDING, BOARD & BATTEN**
- P2- PAINT**
MANUFACTURER: SHERWIN WILLIAMS
COLOR: REPOSE GRAY SW 7015
- SHUTTERS, VENTS, DOORS & WINDOWS, BAND**
- P3- PAINT**
MANUFACTURER: SHERWIN WILLIAMS
COLOR: PURE WHITE SW 7005
- SIDING, BOARD & BATTEN**
- FASCIA, TRIM**
- S1- SHAKE SIDING**
MANUFACTURER: VINYL SHAKE
COLOR: FOUNDRY-7 INCH SPLIT SHAKE LITE KHAKI
- G1- GARAGE DOOR**
MANUFACTURER: OVERHEAD DOOR
COLOR: RAL 7044
- R1- ROOF**
MANUFACTURER: OWENS CORNING
COLOR: PEPPERCORN
- W1- WINDOWS**
MANUFACTURER: PLY-GEM
COLOR: CLAY
- D1- DOWNSPOUTS**
MANUFACTURER: SENOX
COLOR: TUXEDO GRAY



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REVISIONS

WHILSHIRE TOWNHOMES

LOCATED IN BURLESON TEXAS

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DATE: 10-22-2024

PROJECT: 23219

SHEET NUMBER: A4-13

BUILDING B ELEVATION

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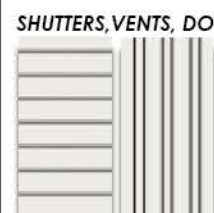
B1 - BRICK
 MANUFACTURER:
 ACME
 COLOR:
 SILVERCREEK
 MORTAR:
 ARGOS IVORY BUFF



P1 - PAINT
 MANUFACTURER:
 SHERWIN WILLIAMS
 COLOR:
 ANONYMOUS
 SW 7046



P2 - PAINT
 MANUFACTURER:
 SHERWIN WILLIAMS
 COLOR:
 REPOSE GRAY
 SW 7015



P3 - PAINT
 MANUFACTURER:
 SHERWIN WILLIAMS
 COLOR:
 PURE WHITE
 SW 7005



P4 - PAINT
 MANUFACTURER:
 SHERWIN WILLIAMS
 COLOR:
 IRON ORE
 SW 7069



S1 - SHAKE SIDING
 MANUFACTURER:
 VINYL SHAKE
 COLOR:
 FOUNDRY-7 INCH SPLIT SHAKE
 LITE KHAKI



G1 - GARAGE DOOR
 MANUFACTURER:
 OVERHEAD DOOR
 COLOR:
 RAL 7044



R1 - ROOF
 MANUFACTURER:
 OWENS CORNING
 COLOR:
 PEPPERCORN



W1 - WINDOWS
 MANUFACTURER:
 PLY-GEM
 COLOR:
 CLAY



D1 - DOWNSPOUTS
 MANUFACTURER:
 SENOX
 COLOR:
 TUXEDO GRAY



1 BUILDING C - FRONT ELEVATION - "STYLE C"
 SCALE: 1/8"=1'-0"



2 BUILDING C - END ELEVATION - "STYLE C"
 SCALE: 1/8"=1'-0"



2a BUILDING C - END ELEVATION - "STYLE C"
 SCALE: 1/8"=1'-0"



3 BUILDING C - BACK ELEVATION - "STYLE C"
 SCALE: 1/8"=1'-0"

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 REGULATORY APPROVAL,
 PERMITTING,
 OR CONSTRUCTION

REVISIONS

WHILSHIRE TOWNHOMES
 LOCATED IN BURLESON TEXAS



DATE

10-22-2024

PROJECT

23219

SHEET NUMBER

A4-20

BUILDING B
 ELEVATION

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FRONT ELEVATION SCALE: 1/4" = 1'-0"



REAR ELEVATION SCALE: 1/4" = 1'-0"



RIGHT SIDE ELEVATION SCALE: 1/4" = 1'-0"



LEFT SIDE ELEVATION SCALE: 1/4" = 1'-0"

Lindon Pearce, Principal Planner
Planning & Zoning Commission and City Council
City of Burleson, Community Development
141 W Renfro Street
Burleson TX 76028
November 5, 2024

Please do not rezone 2152 SW Wilshire (case 23-370) from agriculture to planned development for urban village.

This bit of green is the last bastion of farm/ranch land left in Burleson. It would be criminal to cover this beautiful agrarian setting with green grass dotted by black cattle in cement. In the spring there are frolicking newborn calves to bring a smile to everyone to see as they come up the hill from Burleson going elsewhere.

Our homes on Wicker Hill Road face the fence line on this property. Our greatest fear is we will wake up one morning to stare at a 5-story apartment hive not 50 feet from our front door or have our trees bulldozed to make the road wider for the sake of another hive development.

Acres of 150–200-year-old (perhaps older) oak trees in this area have been bulldozed to the ground in the past year. The ground has been scraped back to red sand which grows much of nothing except peanuts and cotton. No thought has been given to preserving the beauty. Greed had been the driving force of covering nature with concrete and false fronted buildings.

The feeble attempts of xeriscaping the medians on 174/Wilshire have done nothing but waste tax dollars. Have you dared to drive Wilshire to see how ugly it is? There is no green left. A few trees after the great freeze are still standing. New buildings made no effort to landscape. At least there is green by the natural gas wells.

Please consider the appeal to leave this pastoral setting intact. Thank you.

Madeline Kiger
121 Wicker Hill Road
Burleson TX 76028

CONCERNS OR QUESTIONS

NAME:

Ruby M^c Chesney

ADDRESS:

117 Wicker Hill Rd

PHONE:

682-715-2262

CITY:

Burlison

STATE:

Ix

Is concern or question listed on the agenda? Yes No

If yes, what is the item or case number associated with the development application?

23-370

Please state the concern or comment:

Please leave the land across the road as it is. To build on that land would destroy our neighbor hood.

Thank you,

Ruby M^c Chesney,

City Council Regular Meeting

DEPARTMENT: Capital Engineering
FROM: Eric Oscarson, Deputy City Manager
MEETING: January 6, 2025

SUBJECT:

Consider and take possible action on a construction contract for RFCSP 2025-001 City Hall Renovation with Tegrity Contractors, Inc, in the amount of \$777,777 for the base bid and \$70,777 for the add alt for a total of \$848,554. (Staff Contact: Eric Oscarson, Deputy City Manager)

SUMMARY:

On September 19, 2022, City Council approved a contract with Brinkley Sargent Wiginton for professional services for City Hall Renovation. This included a new HR area, HVAC upgrades, and updated bathrooms. On October 16, 2023, City Council requested staff to amend the design and include a new Council Workroom and updated offices for the City Secretary Office. This option included design, construction, and FFE for a cost of \$1,552,355

Staff completed a request for competitive sealed proposals starting on November 8, 2024, and closing on December 11, 2024. Staff received nine submissions. Three were deemed non-responsive.

Supplier	Total / 100 pts	Proposal Price / 45 pts	Firm Profile & Financial Capability / 20 pts	Key Personnel with Similar Project Experience / 15 pts	Comparable Experience / 15 pts	Compliance with RFCSP / 5 pts
C1S Group, Inc.	87	33	20	14.5	14.5	5
Tegrity Contractors Inc.	86.75	36	18	14	13.75	5
Falkenberg Construction Co.	86.75	38	18.5	11.5	14.25	4.5
Acumen Enterprises, Inc.	81	44	12.75	10	9.25	5
CGC General Contractors, Inc.	67.25	31	12.75	10	9.25	4.25
JM Construction Solutions	63	45	7.5	4	4.25	2.25

Staff interviewed the top three candidates and selected Tegrity Contractors, Inc with a total submission price of \$777,777 for base construction and \$70,777 for bathroom add alt for a total of \$848,554 which includes a 10% contingency built in.

RECOMMENDATION:

Recommend approval of a construction contract for RFCSP 2025-001 City Hall Renovation with Tegrity Contractors, Inc, in the amount of \$848,554.

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

September 19, 2022 – City Council approved a PSA with Brinkley Sargent Wiginton for design of City Hall to include a new area for Human Resources, HVAC and bathroom upgrades.

October 16, 2023 – City Council amended the design to include a council workroom and new City Secretary Offices.

REFERENCE:

CSO# 5418-03-2024

CSO# 3079-09-2022

FISCAL IMPACT:

Project FA2303: \$1,498,554

STAFF CONTACT:

Eric Oscarson
Deputy City Manager
eoscarson@burlesontx.com
817-426-9837

City Hall Renovation

AWARD CONSTRUCTION CONTRACT

Background

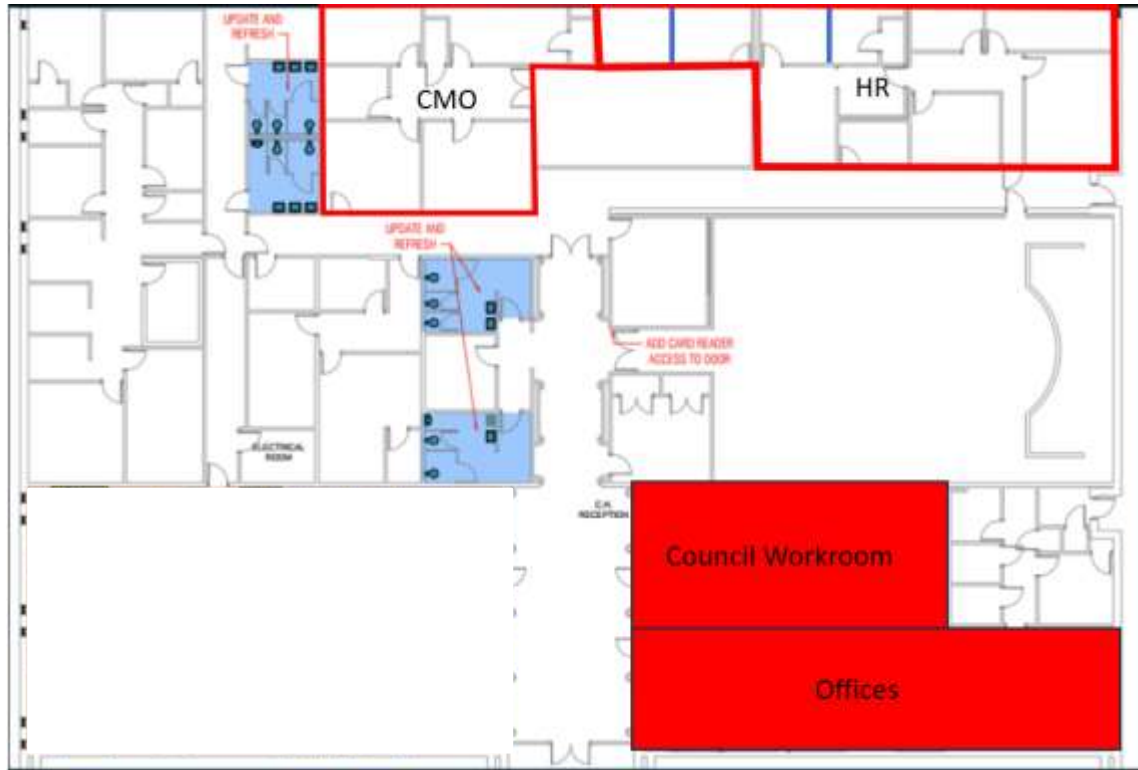
On September 19, 2022, City Council approved a contract with Brinkley Sargent Wiginton for professional services for City Hall Renovation. This included a new HR area, HVAC upgrades, and updated bathrooms.



Updated Design

On October 16, 2023, City Council requested staff to amend the design and include a new Council Workroom and updated offices for the City Secretary Office.

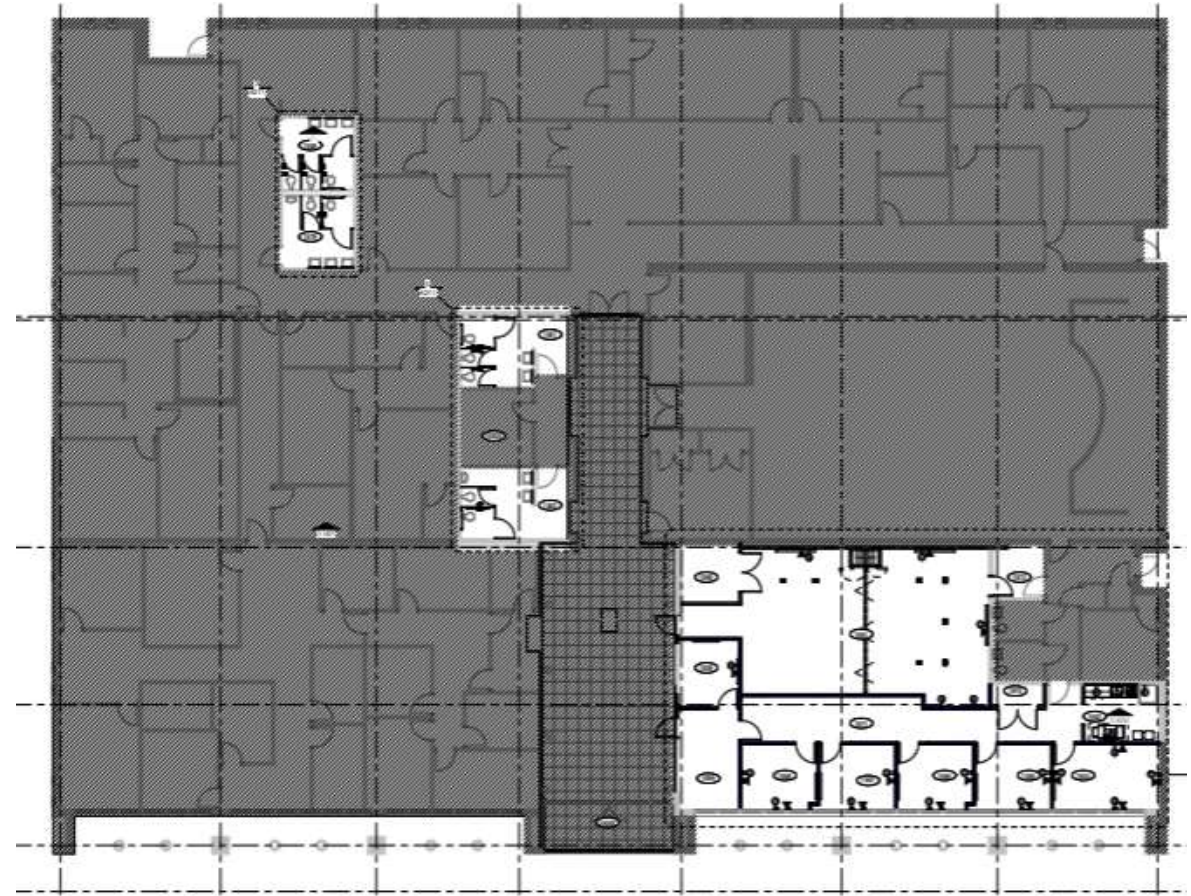
This option includes design, construction, and FFE for a cost of \$1,552,355



Design

Design Includes:

- New Council Workroom with technology enhancements
- Offices for City Secretary's Office including copy room and meeting room
- HVAC Replacements
- Security upgrades throughout city hall
- Renovations to the existing bathrooms (Included as an alternative in proposals)



Competitive Sealed Proposals

RFCSP 2025-001 City Hall Renovation

- Posted on November 8, 2024
- Mandatory Pre-Proposal Meeting and Site Visit on December 2, 2024
- Project close on December 11, 2024
- Staff reviewed and scored the proposals by December 13, 2024
- Staff received nine submissions
- Three submissions were deemed non-responsive

Competitive Sealed Proposals

Based on how close the top three proposals were, staff requested interviews and presentations from C1S Group, Inc., Tegrity Contractors, Inc., and Falkenberg Construction Co.

Competitive Sealed Proposals

	Total	Proposal Price	Firm Profile & Financial Capability	Key Personnel with Similar Project Experience	Comparable Experience	Compliance with RFCSP	Optional Interview
Supplier	/ 115 pts	/ 45 pts	/ 20 pts	/ 15 pts	/ 15 pts	/ 5 pts	/ 15 pts
Tegrity Contractors Inc.	101.75	36	18	14	13.75	5	15
C1S Group, Inc.	100	33	20	14.5	14.5	5	13
Falkenberg Construction Co.	96.42	38	18.5	11.5	14.25	4.5	9.667
Acumen Enterprises, Inc.	81	44	12.75	10	9.25	5	-
CGC General Contractors, Inc.	67.25	31	12.75	10	9.25	4.25	-
JM Construction Solutions	63	45	7.5	4	4.25	2.25	-

Tegrity Contractors Inc.

Dallas/Fort Worth based firm licensed as a general contractor.

Established in 1998

Recent renovation projects in Carrollton, Mansfield, and Argyle

60% of projects are municipal/public sector

Proposal

Based Bid - \$777,777 (includes 10% Contingency)

Bathroom Add Alt - \$70,777

Technology Costs

Technology Costs associated with the renovation are for:

Item	Vendor	Price
Networking	Polarity Networks	\$23,689.90
Access Control	Stone Security	\$25,708.64
Security Cameras		
Panic System	SecureTech	\$14,788.00
Streaming Equipment	Granicus	\$13,302.47
AV System	Data Projections, Inc.	\$131,953.32
	Total	\$209,442.33

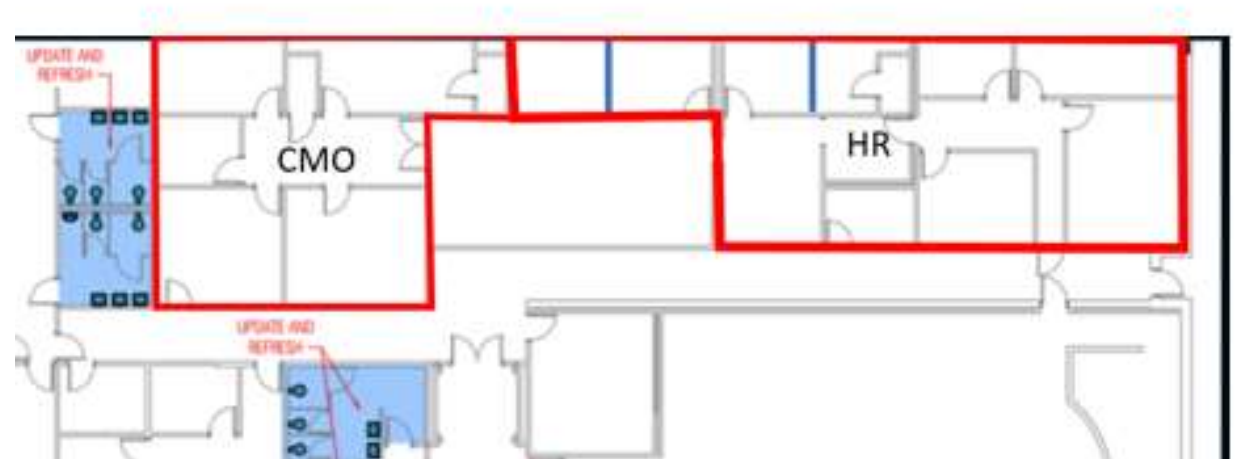
Additional Work

Small Construction Contract -
\$40,000

Electrical Work – In-House

Furniture - \$60,000

Total Funding - \$100,000



Timeline





Funding

- Royalty - \$800,000
 - Budget adjustment to reduce GF Cash Contribution
- W/S - \$80,000
 - Carryover from Ellison Street Building
- 4A - \$76,237
 - Carryover from Ellison Street Building
- GF - \$542,317
 - Original Cash Funding – Reduced from \$1.4M

- Total Funding - \$1,498,554



Expenses

Construction Base - \$777,777

Bathroom Add Alt - \$70,777

Technology - \$209,000

Furniture - \$341,000

Additional Work -\$100,000

Total Expenses - \$1,498,554

Action Requested

- Approve a construction contract for RFCSP 2025-001 City Hall Renovation with Tegrity Contractors, Inc in the amount of \$848,554.



Action Requested

- Approve a contract with Data Projections LLC for the purchase and installation of hardware and software to equip the council workroom with robust meeting and streaming capabilities in the amount of \$131,953.32.



Questions / Comments

Eric Oscarson
Deputy City Manager
eoscarson@burlesontx.com
817-426-9837

City Council Regular Meeting

DEPARTMENT: Information Technology
FROM: James Grommersch, Chief Technology Officer
MEETING: January 21, 2025

SUBJECT:

Consider and take possible action on a contract with Data Projections via TIPS for advanced technology integration, providing a flexible meeting and workroom space with streaming capabilities and annual support for \$131,953.32.

SUMMARY:

As part of the City Hall renovation project, a new Council workroom will be constructed. This space is designed to offer flexible meeting configurations, supporting both the division of the room into two separate, fully equipped meeting areas or the combination of the entire space into one large meeting or work room. Each configuration will feature comprehensive technology integration to ensure seamless communication and collaboration.

A request from the City Manager's Office is to equip the workroom with the capability to stream council working sessions for public viewing, enhancing transparency and community engagement. This feature will allow the public to stay informed in important discussions and decision-making processes in a more functional space.

After reviewing multiple vendors and solutions, Digital Projection has been selected as the preferred technology provider for this initiative. This decision was made based on several factors:

- **Enhanced Control and Customization:** Digital Projection's solutions grant BTX-IT staff greater control over streaming services, ensuring adaptability to meet evolving needs.
- **Improved Support and Reliability:** The chosen vendor offers robust support services, minimizing downtime and ensuring the long-term reliability of the system.
- **Scalability:** The system can easily scale to accommodate future technological advancements or additional requirements, safeguarding the City's investment.

RECOMMENDATION:

Approval of the contract

FISCAL IMPACT:

Proposed Expenditure: \$131,953.32.
Account Number(s): FA2303.30.NonBond
Account Description:

STAFF CONTACT:

James Grommersch
Chief Technology Officer
igrommersch@burlesontx.com
817-426-9672

City Hall Renovation

AWARD CONSTRUCTION CONTRACT

Background

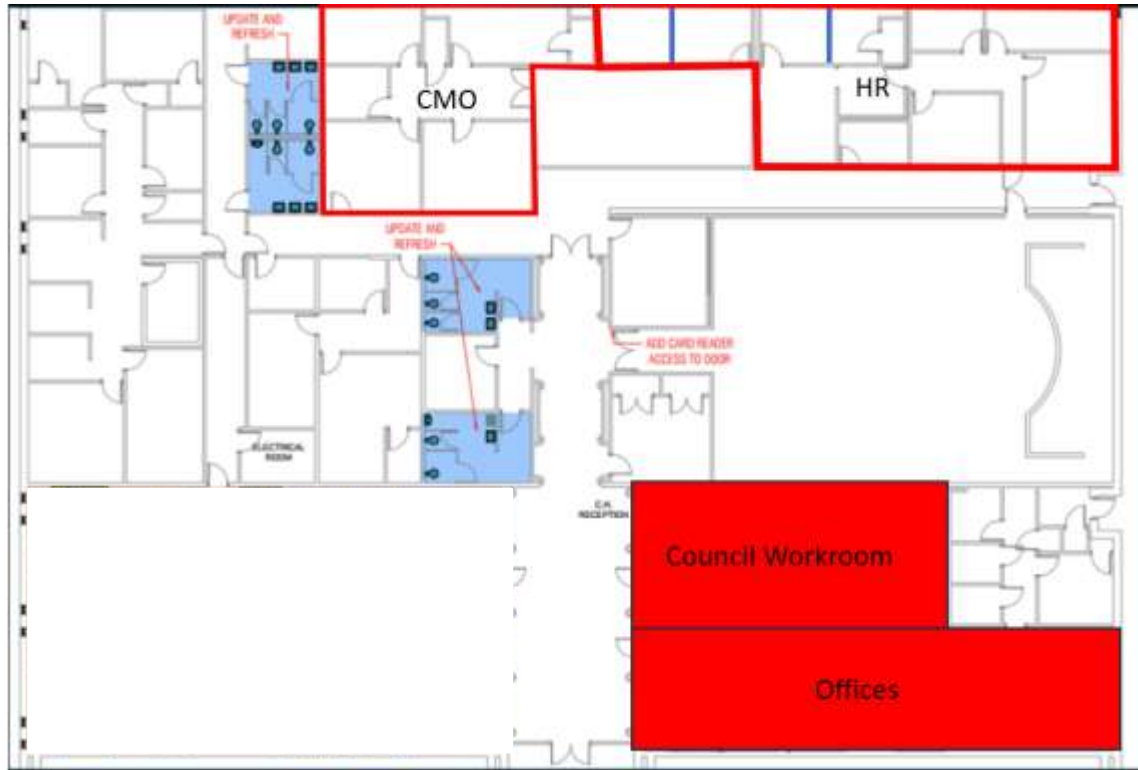
On September 19, 2022, City Council approved a contract with Brinkley Sargent Wiginton for professional services for City Hall Renovation. This included a new HR area, HVAC upgrades, and updated bathrooms.



Updated Design

On October 16, 2023, City Council requested staff to amend the design and include a new Council Workroom and updated offices for the City Secretary Office.

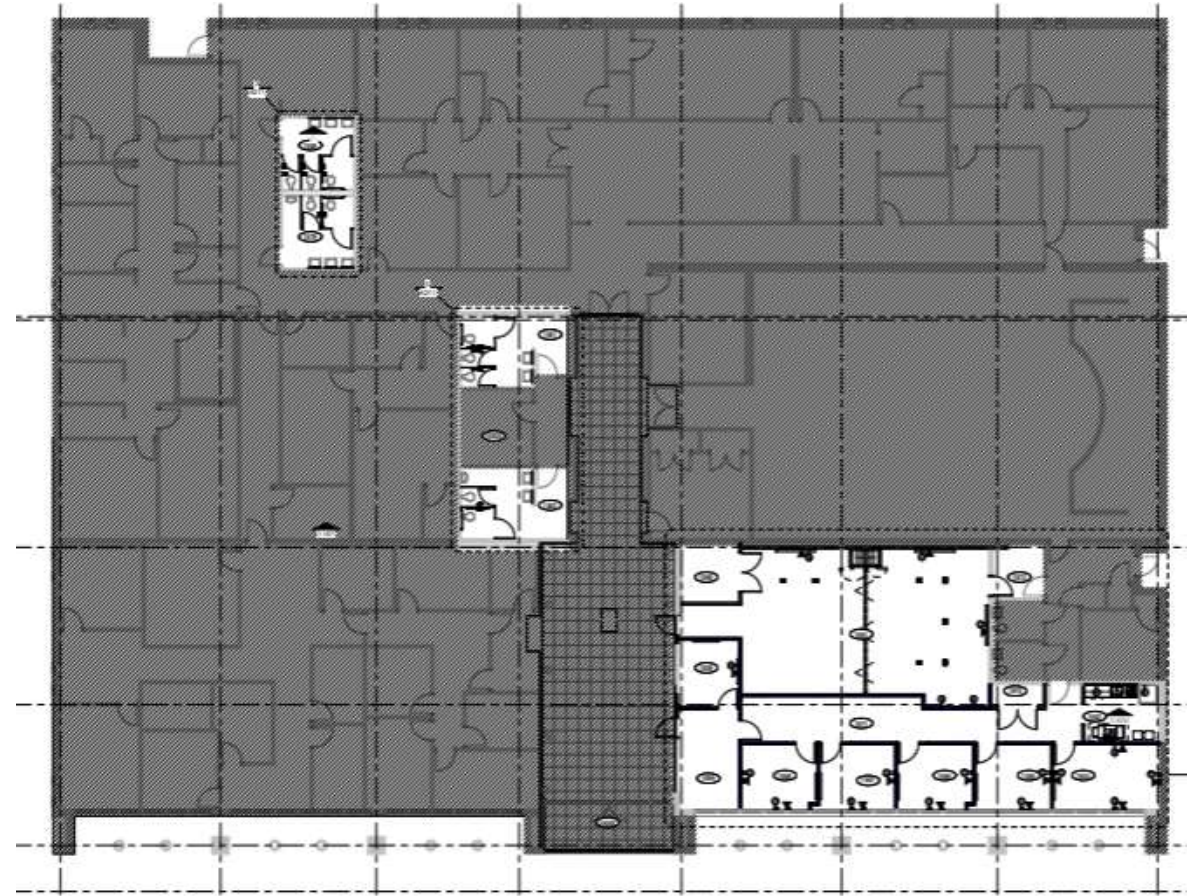
This option includes design, construction, and FFE for a cost of \$1,552,355



Design

Design Includes:

- New Council Workroom with technology enhancements
- Offices for City Secretary's Office including copy room and meeting room
- HVAC Replacements
- Security upgrades throughout city hall
- Renovations to the existing bathrooms (Included as an alternative in proposals)



Competitive Sealed Proposals

RFCSP 2025-001 City Hall Renovation

- Posted on November 8, 2024
- Mandatory Pre-Proposal Meeting and Site Visit on December 2, 2024
- Project close on December 11, 2024
- Staff reviewed and scored the proposals by December 13, 2024
- Staff received nine submissions
- Three submissions were deemed non-responsive

Competitive Sealed Proposals

Based on how close the top three proposals were, staff requested interviews and presentations from C1S Group, Inc., Tegrity Contractors, Inc., and Falkenberg Construction Co.

Competitive Sealed Proposals

	Total	Proposal Price	Firm Profile & Financial Capability	Key Personnel with Similar Project Experience	Comparable Experience	Compliance with RFCSP	Optional Interview
Supplier	/ 115 pts	/ 45 pts	/ 20 pts	/ 15 pts	/ 15 pts	/ 5 pts	/ 15 pts
Tegrity Contractors Inc.	101.75	36	18	14	13.75	5	15
C1S Group, Inc.	100	33	20	14.5	14.5	5	13
Falkenberg Construction Co.	96.42	38	18.5	11.5	14.25	4.5	9.667
Acumen Enterprises, Inc.	81	44	12.75	10	9.25	5	-
CGC General Contractors, Inc.	67.25	31	12.75	10	9.25	4.25	-
JM Construction Solutions	63	45	7.5	4	4.25	2.25	-

Tegrity Contractors Inc.

Dallas/Fort Worth based firm licensed as a general contractor.

Established in 1998

Recent renovation projects in Carrollton, Mansfield, and Argyle

60% of projects are municipal/public sector

Proposal

Based Bid - \$777,777 (includes 10% Contingency)

Bathroom Add Alt - \$70,777

Technology Costs

Technology Costs associated with the renovation are for:

Item	Vendor	Price
Networking	Polarity Networks	\$23,689.90
Access Control	Stone Security	\$25,708.64
Security Cameras		
Panic System	SecureTech	\$14,788.00
Streaming Equipment	Granicus	\$13,302.47
AV System	Data Projections, Inc.	\$131,953.32
	Total	\$209,442.33

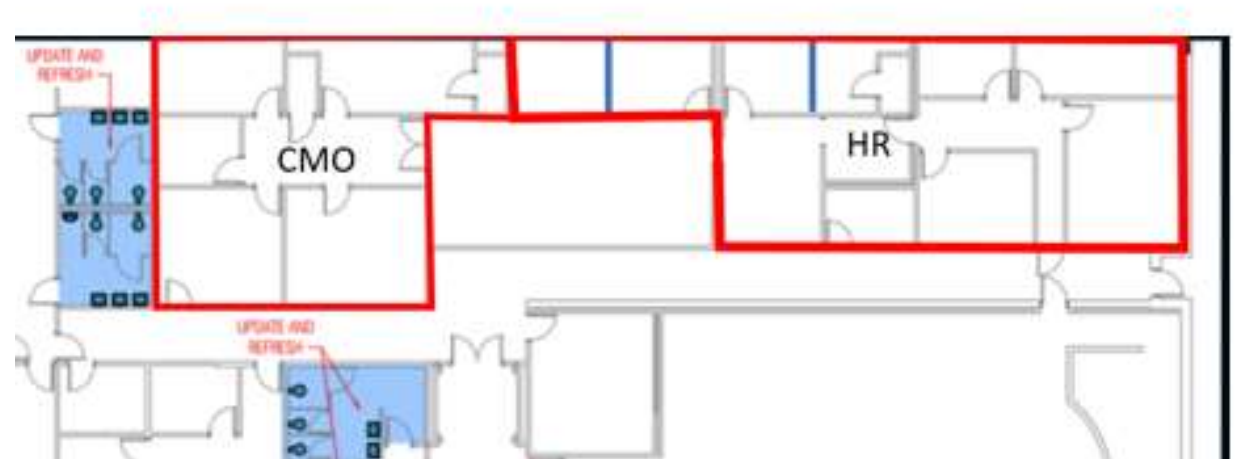
Additional Work

Small Construction Contract -
\$40,000

Electrical Work – In-House

Furniture - \$60,000

Total Funding - \$100,000



Timeline





Funding

- Royalty - \$800,000
 - Budget adjustment to reduce GF Cash Contribution
- W/S - \$80,000
 - Carryover from Ellison Street Building
- 4A - \$76,237
 - Carryover from Ellison Street Building
- GF - \$542,317
 - Original Cash Funding – Reduced from \$1.4M

- Total Funding - \$1,498,554



Expenses

Construction Base - \$777,777

Bathroom Add Alt - \$70,777

Technology - \$209,000

Furniture - \$341,000

Additional Work -\$100,000

Total Expenses - \$1,498,554

Action Requested

- Approve a construction contract for RFCSP 2025-001 City Hall Renovation with Tegrity Contractors, Inc in the amount of \$848,554.



Action Requested

- Approve a contract with Data Projections LLC for the purchase and installation of hardware and software to equip the council workroom with robust meeting and streaming capabilities in the amount of \$131,953.32.



Questions / Comments

Eric Oscarson
Deputy City Manager
eoscarson@burlesontx.com
817-426-9837



COOPERATIVE PURCHASE CUSTOMER AGREEMENT

This **Cooperative Purchase Customer Agreement ("Customer Agreement")** is entered into by and between DATA PROJECTIONS INC. ("**Vendor**") and the **City of Burleson, ("Customer" or "Authorized Customer")**, a Texas government entity, and a Customer authorized to purchase goods or services pursuant to the Agreement between the TIPS Cooperative Purchasing ("**Cooperative Entity**") and Vendor, **Contract No.** TIPS 230105, as amended, (the "**Agreement**") with an expiration date of 05/31/2028.

This Customer Agreement includes and shall be governed by the following items which are attached hereto and/or incorporated herein by reference.

- i. The terms and conditions of the Agreement, which are incorporated herein by reference and available online or upon request from Vendor;
- ii. The City of Burleson Standard Terms and Conditions, which are incorporated herein by reference and available at **this link** or upon request from the Customer.
- iii. The attached Vendor Quote/Purchase Order, if applicable;
- iv. The Standard Addendum with the City of Burleson, if applicable

Authorized Customer is eligible and desires to purchase

ATTACHMENT A

pursuant to the terms and conditions of the Agreement as the Cooperative Entity may specify from time to time, as well as the terms and conditions of this Customer Agreement. To ensure goods and services are provided directly to the Customer, the Cooperative Entity will only be responsible for services provided to the Cooperative Entity will not be responsible for payments for services provided to the Customer.

The Authorized Customer agrees to the terms and conditions of the Agreement as applicable and as authorized by law. The Authorized Customer hereby agrees that it is separately and solely liable for all obligations and payments for equipment, products and services provided hereunder. Vendor agrees that Customer shall be entitled to the same rights and protections under the law afforded to the Cooperative Entity under the Agreement, as applicable, as if Customer had entered into the Agreement. Except in the event of gross negligence or intentional misconduct, Customer's liability shall not exceed the amount paid by Customer under this Customer Agreement for the proceeding twelve (12) month period. Vendor agrees that until the expiration of three (3) years after final payment under this Customer Agreement, or the final conclusion of any audit commenced during the said three years, Customer, or Customer's designated representative, shall have access to and the right to audit at reasonable times, all records, hard copy or electronic, involving transactions relating to this Customer Agreement necessary to determine compliance herewith, at no additional cost to the Customer. Vendor agrees that the Customer shall have access to such records during normal business hours. Customer shall provide Vendor with reasonable advance notice of any intended audits.

Purchase Price - Payments under this Customer Agreement are in the amount of One hundred thirty-one thousand, nine hundred fifty-three dollars and thirty-two cents ("**Purchase Price**").

Term - The Term of this Customer Agreement ("**Term**") shall be for one of the following as selected below (Select the type of contract that applies):

Single Purchase Contract -The Term shall not exceed one (1) year, unless acknowledged in writing by both parties, and this Customer Agreement shall be for the purchase of goods or services as specified and quoted by the Vendor, and the Purchase Price shall not exceed the budgeted amount for Customer's current fiscal year for the applicable goods and services.

Supply / As Needed Contract- The Term shall be effective as of October 1st and shall expire on September 30th at the end of FY. This Customer Agreement shall be for multiple purchases of goods or services on an as needed basis, from the same vendor under the same contract, and shall not exceed the budgeted amount for Customer's current fiscal year for the applicable goods and services.

Multi-Year Contract-The Term shall be for one (1) year(s) expiring on _____.
This Customer Agreement may be renewed for two one- year renewals . Customer Agreement shall be with a single vendor for products and services. If the amount of expenditures under this Multi-Year Contract equals or exceeds \$50,000 in the aggregate, City Council approval is required. In the event the City does not appropriate sufficient funds to make payments during the current or any subsequent year, the City shall have the right to terminate this Multi-Year Contract at the end of any such fiscal year without penalty. If the price of any individual project under this contract exceeds \$50,000 a performance bond is required. If the individual project price exceeds \$100,000 both performance and payment bonds are required.

Emergency Purchase - Purchases that are necessary to address a public calamity, because of unforeseen damage to property, or to protect the public health or safety where the City's ability to serve the public would be impaired if the purchase were not made immediately. Emergency purchases must meet the requirements of Local Government Code 252.022, and must be ratified by City Council if the purchase is \$50,000 or more.

(Standard Addendum - Select if Vendor has additional terms and conditions that apply to this purchase)

Standard Addendum with the City of Burleson, Texas - If this purchase contains additional terms and conditions from the Vendor, other than those set forth in the Agreement, the Vendor shall agree to the Standard Addendum with the City of Burleson, Texas. Such applicable terms and conditions as set forth in the Standard Addendum shall supersede any conflicting terms of the Vendor's terms and conditions, and such Standard Addendum shall control. The Standard Addendum is incorporated herein by reference and **available online** or by request and made a part of this Customer Agreement for all purposes.

The undersigned represents and warrants that he/she has the power and authority to execute this Customer Agreement, bind the respective party, and that the execution and performance of this Customer Agreement has been duly authorized by the respective party. This Customer Agreement, and any amendment hereto, may be executed in counterparts, and electronically signed, scanned, digitally signed and sent via electronic mail and such signatures shall have the same effect as original manual signatures.

Each party has caused this Customer Agreement to be executed by its duly authorized representative on this the 21st day of January 2025 .

CITY OF BURLESON

By: _____

Name: _____

Title: _____

Date: _____

VENDOR DATA PROJECTIONS INC.

Signed by:
By: Loretta Padilla

3D7515638B7B4CA...
Name: Loretta Padilla

Title: Account Executive

Date: 1/10/2025

ATTACHMENT A



DATA PROJECTIONS

City of Burleson Council Workroom

Quote Number: 23066

Contract Number: Tips 230105

Date: 12/20/2024

Expiry Date: 01/31/2025

Prepared for:

City Of Burleson

James Grommersch

jgrommersch@burlesontx.com



DATA PROJECTIONS

Data Projections, Inc
3700 W. Sam Houston Pkwy S.
Ste 525
Houston, TX 77042
Tel: 866.CALL.DPI (225.5374)
www.dataprojections.com

Dear James,

Thank you for allowing Data Projections the opportunity to present this solution.

As a leading audiovisual communications design/build firm, Data Projections is uniquely qualified for a project of this scope. Our experience includes solutions for:

- Multipurpose rooms and auditoriums equipped with large-venue audiovisual technology solutions
- Videoconferencing systems incorporating control and complete room collaboration, allowing for on-demand decision making and communication among remote locations
- The conference, board rooms, and training rooms of all shapes and sizes
- Digital signage implementations across the enterprise, university, and district campuses for immediate message distribution
- Operation Center's (NOC's, EOC's, SOC's) audiovisual command and control systems
- College and university classrooms, lecture halls, and labs
- Individual school classrooms to entire districts
- And many more unique applications

Because we partner with the best technology companies in the industry, we're able to provide a wide range of comprehensive solutions built around the specific needs of our customers, while taking into account the technical, capital, and logistical factors involved in each project and solution.

Rapid and effective communication is key to staying ahead of the competition. Better communication leads to better decisions - and better results. How do you maintain consistent communication across your organization as well as external audiences? Data Projections' team of professionals will keep you simply connected.

Kind regards,

Loretta Padilla, Account Executive

Data Projections, Inc.



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Scope of Work

Summary

The City of Burleson is integrating new audiovisual (AV) technology into its divisible conference rooms, located at 141 W Renfro St, Burleson, TX, 76028, for council meetings, video conferencing, and recorded sessions of council work groups. The AV system enhancements aim to support regular meetings, remote conferencing, and recording capabilities for various council activities.

Project Location:

141 W Renfro St, Burleson, TX 76028

Project Onsite Point of Contact:

James Grommersch

Phone: (817) 447-5400

Email: jgrommersch@burlesontx.com

System Description

Council Workroom (divisible)

Functionality Description:

These conference rooms will be equipped with advanced AV systems to support diverse functionalities including meetings, remote conferencing, and council work sessions. The technology will ensure seamless communication across both halves of the divisible space, equipped for automation and manual control when required.

Displays:

- **Three (3) 75" Displays** will be installed:
 - One on the north wall of each half of the divisible room
 - One on the east wall in one half of the space

Source Devices:

- **Logitech Conference Units (OFE):** Located at the north displays in each half of the room for audio/video conferencing.
- **Clickshare:** Located at the north displays in each half of the room for connectivity for conferencing and presentation.

Video System and Camera System:

- **AVoIP System:** A new Audio Video over Internet Protocol (AVoIP) system will facilitate video switching and distribution using encoders and decoders.
- **Camera System:**
 - Four (4) new cameras will be installed and automatically controlled via microphone-triggered presets.
 - Manual control is also available when desired.
 - **Broadcast Controller:** Supports recording and broadcasting of meetings.
 - **Supporting Equipment:** Includes routers, converters, and rack monitors housed in the equipment rack.

Audio:

- **Ceiling Microphones:** For audio capture used in recordings and broadcasting camera system for full room meetings.
- **Ceiling Speakers:** Four (4) ceiling speakers will be installed to provide audio across the rooms.
- **Logitech Audio Devices:** Logitech mics in the ceiling will be for the conference audio pickup and Logitech speakers at each display will be for far end audio.



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- **DSP:** New digital signal processing equipment will manage audio for broadcasting, recording, and in-room presentations.

Conferencing:

- **Logitech BYOD (Bring Your Own Device) Capability:** Logitech conference units include microphones, camera, and speakers. Connectivity of user laptops to Logitech conference units will be via Barco ClickShare wireless device.

Controls:

- **Wall-Mounted Touch Panels:** Touch panels on the wall will provide room control to users, simplifying AV system operation for both manual and automated configurations.
- **RackTouch Panel:** A Touch panel at the rack location will provide room control to users, simplifying AV system operation for both manual and automated configurations. This will also allow operator to switch between camera feed and presentation to broadcast feed.

Equipment Location:

- **Main Equipment Rack:** Located in the storage closet, hosting network switches, broadcast controllers, and other AV equipment necessary for system function.



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PART NUMBER	MANUFACTURER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
FW75EZ20L	SONY	75 BRAVIA 4K HDR PRO LITE DISPLAY	3.00	\$1,400.18	\$4,200.54
R9861622USB2	BARCO	CLICKSHARE CX-50 GEN2 - US VERSION WITH 2 BUTTONS	2.00	\$3,034.15	\$6,068.30
TS525TU	CHIEF	THIN SWING ARM (LARGE)	3.00	\$494.23	\$1,482.69
HALO-HCP15M	LIBERTY	49.2' HALO-P SERIES 18G HDMI ACTIVE OPTICAL CABLE	1.00	\$219.11	\$219.11
DM-NVX-D30	CRESTRON	DM NVX 4K60 4:4:4 HDR NETWORK AV DECODER	3.00	\$871.95	\$2,615.85
HALO-HC01M	LIBERTY	3.28' HALO SERIES HIGH-SPEED HDMI CABLE	9.00	\$13.76	\$123.84
HALO-HC02M	LIBERTY	6.56' HALO SERIES HIGH SPEED HDMI	9.00	\$15.96	\$143.64
DM-NVX-360	CRESTRON	DM NVX 4K60 4:4:4 HDR NETWORK AV ENCODER/DECODER	2.00	\$1,389.02	\$2,778.04
10U3-31101	CABLE WHOLESAL	USB-C CABLE - USB 3.2 GEN 2X1 - 10 GIGABIT	2.00	\$9.12	\$18.24
10X8-02203	CABLE WHOLESAL	CAT6 BLACK COPPER ETHERNET CABLE, SNAGLESS BOOT, 3FT, BLK	4.00	\$1.61	\$6.44
10X8-02206	CABLE WHOLESAL	CAT6 BLACK COPPER ETHERNET CABLE, SNAGLESS BOOT, 6FT, BLK	4.00	\$2.38	\$9.52
10X8-02210	CABLE WHOLESAL	CAT6 BLACK COPPER ETHERNET CABLE, SNAGLESS BOOT, 10FT, BLK	2.00	\$3.79	\$7.58
10X8-02214	CABLE WHOLESAL	CAT6 BLACK COPPER ETHERNET CABLE, SNAGLESS BOOT, 14FT, BLK	2.00	\$4.60	\$9.20
IV-CAM-P12-W	CRESTRON	CRESTRON 1 BEYOND P12 PTZ CAMERA, 12X OPTICAL ZOOM, MOON GRAY	4.00	\$2,317.07	\$9,268.28
IV-SAM-VX2-S	CRESTRON	AUTOMATE VX SYSTEM SERIES 2 VOICE-ACTIVATED, MULTI-CAMERA SWITCHING SOLUTION	1.00	\$7,410.00	\$7,410.00
DM-NVX-360	CRESTRON	DM NVX 4K60 4:4:4 HDR NETWORK AV ENCODER/DECODER	2.00	\$1,389.02	\$2,778.04
CONVMCIC/HS03G/WPS U	BLACKMAGIC DESIGN	MICRO CONVERTER - HDMI TO SDI 3G WITH POWER SUPPLY	1.00	\$74.39	\$74.39
CONVMCIC/SH03G/WPS U	BLACKMAGIC	BLACKMAGIC DESIGN MICRO CONVERTER SDI TO HDMI 3G (WITH POWER SUPPLY)	1.00	\$82.33	\$82.33
BLN-KBD-1010-RNV	BOLIN	BOLIN CAMERA REMOTE CONTROLLER - MULTI PLATFORM PTZ	1.00	\$1,653.35	\$1,653.35
MK360	LOGITECH	WIRELESS KEYBOARD AND MOUSE COMBO	1.00	\$60.98	\$60.98
DM-NVX-D30	CRESTRON	DM NVX 4K60 4:4:4 HDR NETWORK AV DECODER	1.00	\$871.95	\$871.95
VP-42H	ROLAND	VIDEO PROCESSOR 4 X 1 HDMI	1.00	\$1,341.45	\$1,341.45
HYPERD/ST/DCHP	BLACKMAGIC DESIGN	HYPERDECK STUDIO HD PLUS RECORDER	1.00	\$847.56	\$847.56
CONVMBHS24K6G	BLACKMAGIC DESIGN	HDMI TO SDI 6G MINI CONVERTER	1.00	\$189.02	\$189.02
V-702W-12G	MARSHALL ELECTRONICS	DUAL 7" 3 RU RACKMOUNT HDMI/12G-SDI MONITOR	1.00	\$2,085.35	\$2,085.35
DM-NVX-D30	CRESTRON	DM NVX 4K60 4:4:4 HDR NETWORK AV DECODER	1.00	\$871.95	\$871.95
911.0447.900	BIAMP SYSTEMS	TESIRA DAN CI DSP WITH 12 ANALOG INPUTS, 8 ANALOG OUTPUTS, 8 CHANNELS CONFIGURABLE USB AUDIO, 32 X 3	1.00	\$2,884.15	\$2,884.15
MXA920W-S	SHURE	CEILING MICROPHONE ARRAY, SQUARE, WHITE, 24"	2.00	\$3,842.68	\$7,685.36
CSA240Z	JBL	AUDIO AMPLIFIER (2X 40 WATTS) DRIVECORE, SUPPORTS 70V AND 100V	1.00	\$397.70	\$397.70
SAROS IC6LPT-W-T-EACH	CRESTRON	SAROS LOW-PROFILE 6.5 2-WAY IN-CEILING SPEAKER, WHITE TEXTURED, SINGLE (MUST BE ORDERED IN MULTIPLES	4.00	\$187.80	\$751.20
PRO4	CRESTRON	4-SERIES CONTROL SYSTEM	1.00	\$3,823.17	\$3,823.17
TSW-1070-W-S	CRESTRON	10.1 IN. WALL MOUNT TOUCH SCREEN, WHITE SMOOTH	2.00	\$2,065.85	\$4,131.70
TS-1070-B-S	CRESTRON	10.1 IN. TABLETOP TOUCH SCREEN, BLACK SMOOTH	1.00	\$2,213.41	\$2,213.41
GSM4248PX-100NAS	NETGEAR	NETGEAR M4250 40G8XF POE PLUS MNGD SW	1.00	\$2,946.10	\$2,946.10
AXM763-10000S	NETGEAR	NETGEAR SFP+ TRANSCEIVER 10GBASE-LRM	1.00	\$373.18	\$373.18
LCLC-1175	CABLE WHOLESAL	75 METER LC/LC OM1 DUPLEX FIBER OPTIC CABLE, 62.5/125	1.00	\$41.37	\$41.37
BGR-4127	MIDDLE ATLANTIC	41SP/27D MULTIBAY BGR RK	1.00	\$944.45	\$944.45
LACE-40-OP	MIDDLE ATLANTIC	70"H3-1/4"W SLOT LACER	1.00	\$191.52	\$191.52



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PART NUMBER	MANUFACTURER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
BVFD-41	MIDDLE ATLANTIC	41SPVENT FRONT DOOR	1.00	\$328.17	\$328.17
BSPN-41-27	MIDDLE ATLANTIC	E1SP 27DP BGR SIDE PANELS	1.00	\$435.73	\$435.73
BGR-LVT9	MIDDLE ATLANTIC	9SPLARGE VENTED TOP PNL	1.00	\$49.94	\$49.94
PD-915R	MIDDLE ATLANTIC	9OUT15ARCKMNT POWER CEN	1.00	\$142.54	\$142.54
PD-2415SC-NS	MIDDLE ATLANTIC	24 OUTLET 1X15A CIRC. W/	1.00	\$142.68	\$142.68
SS	MIDDLE ATLANTIC	SLIDING SHELF	1.00	\$144.88	\$144.88
D2	MIDDLE ATLANTIC	2SP ANODIZED DRAWER	1.00	\$155.30	\$155.30
CBS-BGR	MIDDLE ATLANTIC	BGR CASTER KIT W/Hardware	1.00	\$165.18	\$165.18
UTR1-RP12	MIDDLE ATLANTIC	12PC. UTR1 RACKSHELF PACK	1.00	\$351.77	\$351.77
MISCELLANEOUS MATERIALS		MISCELLANEOUS MATERIALS	1.00	\$4,411.03	\$4,411.03
SUBTOTAL:					\$77,928.17

PROFESSIONAL INSTALLATION SERVICES

Installation Services Details	TOTAL PRICE
PROJECT MANAGEMENT	\$4,800.00
DESIGN/ENGINEERING	\$8,100.00
INSTALLATION LABOR	\$9,600.00
PROGRAMMING LABOR	\$11,200.00
COMMISSIONING LABOR	\$3,600.00
INSTALLATION SERVICES SUBTOTAL:	\$37,300.00

OPTIONAL ITEMS

PART NUMBER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
SVC-SILVER-1YR	DATA PROJECTIONS - SILVER MAINTENANCE AGREEMENT 1 YR	1.00	\$5,146.20	\$5,146.20
SVC-GOLD-1YR	DATA PROJECTIONS - GOLD MAINTENANCE AGREEMENT 1 YR	1.00	\$7,351.71	\$7,351.71
OPTIONAL ITEMS SUBTOTAL				\$12,497.91



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City of Burleson Council Workroom

Prepared by:
Data Projections, Inc.
615 E. State Hwy 121, Ste 300
Coppell, TX 75019
Loretta Padilla
(682) 283 7806
loretta.padilla@dataprojections.com

Job Location:
City Of Burleson
141 W Renfro
Burleson, TX 76028
James Grommersch
(817) 426 9672
jgrommersch@burlesontx.com

Quote Information:
Quote Number: 23066
Date: 12/20/2024
Expiry Date: 01/31/2025
P.O. No:
Contract No: Tips 230105

Quote Summary

DESCRIPTION	AMOUNT
EQUIPMENT & MATERIALS	\$77,928.17
PROFESSIONAL INSTALLATION SERVICES	\$37,300.00
Subtotal:	\$115,228.17
Shipping:	\$4,227.24
Estimated Tax:	\$0.00
Total:	\$119,455.41
<i>Optional Items:</i>	<i>\$12,497.91</i>

Interested in our AVaaS offering or other service options? Contact your sales representative.

By signing this agreement, you are accepting our Terms and Conditions. This does not negate the need for a purchase order or any other purchasing requirement which your company necessitates. Data Projections reserves the right to require a customer down payment/deposit contingent on the creditworthiness of the customer.

Data Projections, Inc.

SIGNATURE: Loretta Padilla
NAME: Loretta Padilla
TITLE: Account Executive
DATE: 12/21/2024

City Of Burleson

SIGNATURE: _____
NAME: _____
TITLE: _____
DATE: _____



DATA PROJECTIONS

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GENERAL TERMS AND CONDITIONS

Exclusions

The following work is **not included** in our Scope of Work:

- All conduit, high voltage, wiring panels, breakers, relays, boxes, receptacles, etc.
- Concrete saw cutting and/or core drilling.
- Firewall, ceiling, roof, and floor penetration.
- Necessary gypsum board replacement and/or repair.
- Necessary ceiling tile or T-bar modifications, replacements, and/or repairs.
- All millwork (moldings, trim, cut-outs, etc.).
- Patching and Painting.
- Permits (unless specifically provided for and identified within the contract).

This Scope of Work is delivered based on the following Assumptions:

- Site preparation by the Customer includes electrical, wall reinforcement, telephone, and data network infrastructure placement per Data Projections specification.
- All work areas should be clean and dust-free before the beginning of on-site integration of electronic equipment.
- Customer communication of readiness will be considered accurate and executable by the Data Projections project manager.
- In-Room(s) where installation is to be completed is to be made available for Data Projections exclusive use on the days of the scheduled installation. Unless specifically arranged in advance, rooms will be available during normal business hours, defined as Monday through Friday, 8:00 AM to 5:00 PM excluding holidays. All required spaces (rooms, access points, etc.) must be available at the start of the installation and remain available for the duration of the Project. Any required space that is unavailable during the scheduled installation timeframe may result in delayed delivery of the Project and/or additional charges. Additional rates will only be applied after execution of Data Projections generated Project Change Request according to the Change Management Procedure section following and signed approval by Owner or Owner's representative.
- The project schedule must allow for sufficient time for completion of all installation and final testing of systems before occupancy of the site. If sufficient time is not allowed, Data Projections will be held harmless for systems that do not meet requirements. In this case, all costs associated with the completion of work, including overtime labor rates, will be considered outside the scope of this offering and billable to the Client. Unless otherwise stated, the installation shall be scheduled contiguously from start to finish. Projects requiring multiple site visits and/or intervals of inactivity between events must be noted as such before acceptance of this SOW. If notification is made after initial acceptance of this SOW, the Change Management Procedure section following shall be implemented and additional charges may apply. Data Projections reserves the right to revise the proposal/scope of work based upon information obtained from subsequent site surveys and other sources not available at the time that the original proposal was issued.
- Data Projections reserves the right to substitute equipment of similar specifications should any of the specified equipment be unavailable at the time of order from the manufacturer. This will be done in an effort to maintain the completeness of the proposed audiovisual system and meet the anticipated installation schedule. Data Projections will notify the client in the event there is a need for any equipment substitutions.
- Client is to provide secure storage for equipment during a multiple-day integration. If secure storage is not available for the duration of the multiple-day integration period, Data Projections reserves the right to; delay the installation until secure storage is available which could result in project completion delays and additional storage and delay fees; payment in full for the materials and equipment that cannot be secured thus constituting transfer of ownership and relieving Data Projections of its responsibility and liability for security and protection of said materials and equipment against damage and theft.
- If Customer furnished equipment and existing cabling are to be used, Data Projections assumes that these items are in good working condition and will integrate into the designed solution. Any troubleshooting, repair, replacement, and/or configuration of these items that may be necessary will be made at an additional cost.
- All Network configurations including IP addresses are to be provided, operational, and functional before Data Projections' integration begins. Data Projections will not be responsible for testing the LAN connections.



DATA PROJECTIONS

Data Projections, Inc
3700 W. Sam Houston Pkwy S.
Ste 525
Houston, TX 77042
Tel: 866.CALL.DPI (225.5374)
www.dataprojections.com

- Cable or Satellite drops must be in place with converter boxes operational before the completion of integration. Any delay resulting in extra work caused by the late arrival of these items will result in a change order for time and materials.
- Document review/feedback on touch panel layout/correspondence will be completed by the Customer within two business days

Integration Project Management Processes

Data Projections will follow a foundational project management process which may include the following actions/deliverables (based on the size/complexity/duration of the integration project):

- Needs Analysis – performed before Scope of Work
- Project Welcome Notice – emailed upon receipt of Purchase Order/Notice to proceed
- Project Kick-Off meeting with Customer Representative(s) – either by phone or in-person
- Project Status updates – informal or formal – either by phone, email, or in-person (based on the size/complexity/duration of the project)
- Project Change Control – comprised of Field Directed Change Order and/or Contract Change Order submittals
- Substantial Completion– Client walk-through and user acceptance training before project is transitioned to Service department

User Acceptance Training

This is geared specifically towards the end-user/operator. The purpose of this training is to provide operators with the necessary knowledge to confidently and comfortably operate all aspects of the integrated system. Areas of training include the following:

- Equipment and system overview
- Equipment operation and function
- Equipment start-up, stop, and shut Down
- Equipment automatic and manual operation
- Discussion and documentation relating to control system operation
- Discussion and documentation relating to system processor and its control applications
- Powering up, powering down AV system via a control system
- Manual operation of display systems, audio systems, and all other related components
- Use/operation of patch panels, when and where to be used
- Who to contact if help is required.

Change Management Procedure

Any changes to the scope of the project that effect the contractual value of the project must be in writing signed by the Client and an authorized representative of Data Projections, Inc. Oral changes to the project scope, equipment, or materials shall not be binding upon the parties. Changes may impact the ability of Data Projections, Inc. to deliver the desired solution per the original terms of the Contract. After acceptance of this Scope of Work, such signed and approved change orders will be incorporated by reference into and become part of this Contract.

Proprietary Notice

This proposal contains confidential information and intellectual property of Data Projections and may be legally privileged. The recipient agrees not to reproduce or make this information available in any manner to persons outside the group directly responsible for the evaluation of its contents.

Returns

The approval of product returns is at the discretion of Data Projections and the specified manufacturer and requires a return authorization number if the request is approved. Products that are defective will be repaired, replaced, or credited in accordance with the manufacturer's warranty. Goods returned for reasons other than warranty or defect must be requested in a timely manner and must be in their original, undamaged, and untarnished condition and must include all original packaging, documentation, and accessories. Restocking fees may apply



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to the items being returned. Any custom-ordered products are not eligible to be returned. Please consult Data Projections for additional details.

Warranty

All new equipment provided by Data Projections includes each manufacturer's full warranty from the date of invoice. Data Projections will honor all manufacturer warranty requirements as depot service. Data Projections supplies a 90-day workmanship warranty from the date of completion of the said system unless superseded by an extended warranty, or Data Projections service agreement. Data Projections warrants the system to be free of defects in materials and workmanship and fit for the intended purpose. This warranty does not cover equipment or system abuse, misuse including, but not limited to, operating outside of environmental, electrical, temperature, or humidity specifications, system alterations neither approved nor performed by Data Projections; or repair by a service facility other than those authorized by the manufacturer.

Indemnification

Data Projections agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, director, and employees (Collectively, Client) against all damages, liabilities, or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Data Projections' negligent performance of professional services under this Agreement and that of its subcontractors or anyone for whom Data Projections is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Data Projections, its officers, directors, employees, and subcontractors (collectively, Data Projections) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable. Neither the Client nor Data Projections shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

No Hire Policy

During the term of the Contract, and for a period of one (1) year after the termination of the Contract, or the completion of the project, whichever is later, the Client agrees that it will not directly solicit the employment of any individual that was employed by Data Projections during the term of the Contract. In the event Client breaches this provision, the parties agree that it would be difficult to establish the precise amount of damages incurred by Data Projections as a result of such conduct, and therefore the parties agree that immediately upon hiring said individual, Client shall pay to Data Projections an amount equal to 50% of the gross annual salary or wages paid to the individual in question during the twelve months before the termination of that individual's employment with Data Projections. This fee shall not apply if the individual responds to a general employment advertisement through newspapers, online job boards or postings, agencies, open houses, or job fairs.

Payment Terms

The total for this proposal/project is presented as a "not to exceed" unless Data Projections and the Client agree to add hardware, software, or functionality not specifically addressed in this Statement of Work/Executive Summary. If the project is delayed due to the client or client's facility not being ready within the agreed upon timeframes, or as a result of backorder delays outside of Data Projection's control, the Client may be requested to issue payment for the hardware as it is physically received.

The payment schedule is contingent on the established line of credit approved by the company. If credit terms are extended, the standard terms are NET 30 days. If credit terms are not requested or extended, payment will be required in full before hardware is ordered or installation dates are scheduled. Data Projections will assess a surcharge of 2.29% on all credit card transactions to cover our processing costs. The surcharge imposed will not be greater than the direct cost incurred from the processing of credit card payments. Data Projections does not surcharge debit card transactions.

***Due to component shortages and backorder delays, Data Projections reserves the right to progress bill for all projects impacted by delays outside of Data Projection's control. Progress billing may include hardware received and stored by Data Projections or the client, and for services rendered at the time of billing.**

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

Certificate Number:
 2024-1252530

Date Filed:
 12/30/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Data Projections, Inc
 Houston, TX United States

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

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

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Zaleski, Matthew	Houston, TX United States	X	
	Zaleski, Billy	Houston, TX United States	X	
	Zaleski, Scott	Houston, TX United States	X	
	Stasio, Megan	Houston, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Megan Stasio, and my date of birth is [REDACTED].

My address is 5127 Grape Street, Houston, TX, 77096, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Harris County, State of Texas, on the 30th day of December, 2024.
(month) (year)

Megan Stasio
 Signature of authorized agent of contracting business entity
 (Declarant)