THE CITY OF BURLESON TEXAS

City Council
City Council Regular Meeting Agenda

Tuesday, September 06, 2022
2:00 PM

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

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

The City Council will not discuss or take action on any public hearings, items listed in Section 3 "Public Presentations", or items listed in Section 8 "Budget" prior to 5:30 p.m.

1. CALL TO ORDER

2. REPORTS AND PRESENTATIONS

A. Receive a report, hold a discussion, and give staff direction regarding the Capital Improvements Program Advisory Committee. *(Staff Presenter: Eric Oscarson, Public Works Director)*

B. Receive a report, hold a discussion, and give staff direction regarding a proposed services contract with the Burleson Area Chamber of Commerce. (*Staff Presenter: Alex Philips, Economic Development Director*)

C. Receive a report, hold a discussion, and give staff direction regarding the submission of RFP 2022-12, sale or long-term ground lease of real property located at 130 East Renfro Street, Burleson, Texas. (*Staff Presenter: Alex Philips, Economic Development Director*)

D. Receive a report, hold a discussion, and give staff direction regarding an update of American Rescue Plan Act (ARPA) 2021 stimulus funds. *(Staff Presenter: Martin Avila, Finance Director)*

E. Receive a report, hold a discussion, and provide staff direction regarding gateway monument signs. *(Staff Presenter: Jen Basham, Director of Parks and Recreation).*

F. Receive a report, hold a discussion, and give staff direction regarding the discontinuation of services provided by the Burleson Public Health Authority. *(Staff Presenter: K.T. Freeman, Fire Chief)*

3. PUBLIC PRESENTATIONS

Invocation - Tom Pickett, A Time to Reconcile Ministry

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

A. Proclamations

B. Presentations

-Presentation of the Achievement of Excellence in Procurement to the City of Burleson. *(Staff Presenter: Matt Ribitzki, Deputy City Attorney/Compliance Manager)*

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.

4. 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.

5. 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.

6. 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 August 15, 2022 regular council meeting. *(Staff Contact: Amanda Campos, City Secretary).*

B. Consider approval of a contract with Incapsulate Salesforce Solutions for a customer relationship management software supporting the city's 311 system in the amount of $766,491.60 over five years. *(Staff Contact: Jesse Elizondo, Director of Customer Service)*

C. Consider approval of a five-year lease agreement with AT&T Mobility Corporation for the lease space on the City owned monopole located at 231 SW Brushy Mound Road. *(Staff Contact: Justin Scharnhorst, Purchasing Manager)*

D. Consider approval of a five-year lease agreement and associated access and utility easement with T-Mobile West, LLC, for the lease space on the City owned monopole located at 231 SW Brushy Mound Road. *(Staff Contact: Justin Scharnhorst, Purchasing Manager)*

E. Consider an ordinance approving the 2022-23 annual service and assessment plan update for the Parks at Panchasarp Farms Public Improvement District No. JC-1 and directing the City Secretary to file this ordinance with the County Clerk. (Final Reading) *(Staff Contact: Matt Ribitzki, Deputy City Attorney/Compliance Manager)*

F. Consider approval of a resolution adopting the City of Burleson Fiscal Year 22-23 Strategic Plan. *(Staff Contact: DeAnna Phillips, Director of Community Services)*

G. Consider approval of an ordinance authorizing a negotiated settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division regarding the company's 2022 rate review mechanism filing; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the attached settlement tariffs to be just and reasonable and in the public interest; approving an attachment establishing a benchmark for pensions and retiree medical benefits; requiring the company to reimburse ACSC's reasonable ratemaking expenses; determining that this ordinance was passed in accordance with the requirements of the Texas Open Meetings Act; adopting a savings clause; declaring an effective date; and requiring delivery of the ordinance to the company and ACSC's legal counsel. (First Reading) *(Staff Contact: Matt Ribitzki, Deputy City Attorney/Compliance Manager)*

H. Consider approval of a resolution accepting Burleson Animal Emergency Hospital's offer to provide free care and treatment to Burleson Police Department K-9 Officer Sonic. *(Staff Contact: Billy J. Cordell, Chief of Police)*

I. Consider approval of a contract for the application of Pavement Rejuvenator by Pavement Restoration Inc. in an amount not to exceed $300,000. (*Staff Contact: Eric Oscarson, Public Works Director*)

J. Consider approval of a minute order authorizing the proposed rate increase from Waste Connections Lone Star, Inc. permissible to the terms and conditions of the existing contract to be effective October 1, 2022. *(Staff Contact: Eric Oscarson, Director of Public Works)*

K. Consider approval of a minute order to increase funds allocation for the utilization of lab services from NMS Labs of Horsham, Pennsylvania in the amount not to exceed $10,000 through the end of FY21-22 *(Staff Contact: Tim Mabry, Criminal Investigations Sergeant)*

L. Consider approval of a minute order to increase funds allocation for the utilization of lab services from Armstrong Forensic Laboratory, Inc. of Arlington, Texas in the amount not to exceed $10,000 through the end of FY21-22 *(Staff Contact: Tim Mabry, Criminal Investigations Sergeant).*

M. Consider approval of a resolution supporting grant funding from the Office of the Governor for rifle rated ballistic shields. *(Staff Contact: Tim Mabry, Criminal Investigations Sergeant)*

N. Consider approval of a Relocation Scope Reimbursement Agreement with Texas Midstream Gas Services L.L.C. for preliminary design services associated with the relocation of the existing gas pipeline located on the south side of the Burleson Police Department complex in the amount of $60,000. *(Staff Contact: Eric Oscarson, Public Works Director)*

O. Consider approval of a change order to purchase order 224796 for the purchase of two True Stair Steppers in the amount of $16,565 from Comm-Fit (Staff Contact: Jen Basham, Director of Parks and Recreation).

P. Consider approval of a minute order authorizing the expenditure to Taylor, Olson, Adkins, Sralla, & Elam, LLP, for legal services in the amount not to exceed $280,000. *(Staff Contact: Matt Ribitzki, Deputy City Attorney/Compliance Manager)*

7. DEVELOPMENT APPLICATIONS

A. **2301 CR 805E. (Case 22-096):** Hold a public hearing and consider a waiver to Section 5.1.a "Street and right-of-way basic policies" of the Design Standards Manual for the design criteria for streets within the Good Farms Subdivision. *(Staff Presenter: Michelle McCullough, Public Works Assistant Director) (Planning and Zoning Commission recommended denial by a vote of 3-1.)*

A request was received from the applicant to withdraw the application for consideration.

8. BUDGET

A. Hold a public hearing on the Fiscal Year 2022-2023 proposed annual budget. This budget will raise more total property taxes than last year's budget by an amount of $1,749,741, a 7.78 percent increase, and of that amount $944,179 is tax revenue to be raised from new property added to the tax roll this year. *(Staff Presenter: Martin Avila, Finance Director)*

B. Hold a public hearing on a proposal to adopt a Tax Year 2022 ad valorem property tax rate of $0.6572 per $100 valuation. The proposed tax rate exceeds the no-new-revenue tax rate. *(Staff Presenter: Martin Avila, Finance Director)*

C. Consider approval of an ordinance adopting the budget for fiscal year 2022-2023 beginning October 1, 2022, and terminating September 30, 2023, and making appropriations for each fund; repealing conflicting ordinances; providing a savings clause, severability clause, declaring an effective date; and finding that the meeting at which this ordinance is passed is open to the public. (First Reading) *(Staff Presenter: Martin Avila, Finance Director)*

D. Consider approval of an ordinance levying the ad valorem property tax of the City of Burleson for Tax Year 2022 on all taxable property within the corporate limits of the city on January 1, 2022, and adopting a tax rate of $0.6572 per $100 of valuation for Tax Year 2022; providing revenues for payment of current municipal maintenance and operation expenses and for payment of interest and principal on outstanding City of Burleson debt; providing for enforcement of collections; repealing conflicting ordinances; providing a savings clause; declaring an effective date; and finding that the at which this ordinance is passed is open to the public. (First Reading) *(Staff Presenter: Martin Avila, Finance Director)*

E. Consider approval of an ordinance approving the 2022 tax rolls; and declaring an effective date. (First Reading) *(Staff Presenter: Martin Avila, Finance Director)*

F. Consider approval of an ordinance providing a FY 2022-23 schedule of fees for various city services; incorporating the recitals into the body of the ordinance; providing a severability clause, cumulative clause, and savings clause; finding that the meeting at which this ordinance is passed is open to the public; and declaring an effective date. (First Reading) *(Staff Presenter: Martin Avila, Finance Director)*

G. Consider approval of an ordinance establishing FY 2022-23 rates for water and wastewater service; repealing conflicting ordinances; providing a savings clause; declaring an effective date; and finding that the meeting at which this ordinance is passed is open to the public. (First Reading) *(Staff Presenter: Martin Avila, Finance Director)*

H. Consider approval of an ordinance establishing FY 2022-23 rates for collection and disposal of residential and non-residential solid waste, recyclables, and trash; repealing conflicting ordinances; providing a savings clause, declaring an effective date; and finding that the meeting at which this ordinance is passed is open to the public. (First Reading) *(Staff Presenter: Martin Avila, Finance Director)*

I. Consider approval of an ordinance amending Ordinance No. CSO#1857-09-2021 by providing for a residential homestead exemption from the ad valorem property tax for Tax Year 2023 and all future years unless revised of an amount equal to two percent of the appraised value; repealing conflicting ordinances; providing a savings clause; incorporating the recitals; finding that the meeting at which this ordinance is passed is open the public; declaring an effective date. (First Reading) *(Staff Presenter: Martin Avila, Finance Director)*

9. GENERAL

A. Hold a public hearing and consider approval of an ordinance establishing curfew hours for minors under Article IV. Chapter 54 “Curfew”. *(First Reading) (Staff Presenter: Tim Mabry, Criminal Investigations Sergeant)*

B. Consider approval of a minute order electing a councilmember to serve as Mayor Pro Tem. *(Staff Presenter: Amanda Campos, City Secretary)*

C. Consider an ordinance amending the City budget for fiscal year 2021-2022 by increasing appropriations in the General Fund in the amount of $850,000 for land purchase, and finding that this ordinance may be considered and approved at only one meeting because time is of essence. (First and Final Reading) *(Staff Presenter: Martin Avila, Director of Finance)*

D. Consider approval of a resolution authorizing the City Manager to execute all necessary documents and make necessary expenditures to enter into and close on a real estate contract with Sebastiano and Cristin Leoni, as sellers, to purchase fee simple title to a tract of land commonly known as 120 NW Newton Drive, Burleson, Johnson County, Texas. *(Staff Presenter: DeAnna Phillips, Director of Community Services)*

10. CITY COUNCIL REQUESTS AND FUTURE AGENDA ITEMS AND REPORTS

11. RECESS INTO EXECUTIVE SESSION

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

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

-Extraterritorial Jurisdiction between the cities of Burleson, Crowley, and Fort Worth
-Discuss Burleson Police Department Internal Affairs Investigation IA 22-02

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

-Discuss and receive direction on certain parcels of real property for municipal purposes where deliberation in open session would have a detrimental effect on the position of negotiations with third parties.
-Discuss and receive direction on certain parcels of real property for the expansion of Lakewood Drive where deliberation in open session would have a detrimental effect on the position of negotiations with third parties.
-Discuss and receive direction on certain parcels of real property for the expansion of County Road 1020 where deliberation in open session would have a detrimental effect on the position of negotiations with third parties.

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

D. Personnel Matters Pursuant to Section 551.074

E. Deliberation regarding (1) the deployment, or specific occasions for implementation of security personnel or devices; or (2) a security audit Pursuant to Sec. 551.076

F. Deliberation Regarding Commercial or Financial Information Received from or the Offer of a Financial or Other Incentive made to a Business Prospect Seeking to Locate, Stay or Expand in or Near the Territory of the City and with which the City is conducting Economic Development Negotiations Pursuant to Section 551.087

-Hyder Ranch
-Project Boomer

G. Pursuant to Sec 418.183(f), deliberation of information related to managing emergencies and disasters including those caused by terroristic acts (must be tape recorded)

CERTIFICATE

I hereby certify that the above agenda was posted on this the **31st of August 2022, by 5:00 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: **Public Works**

FROM: **Eric Oscarson, Public Works Director**

MEETING: **September 6, 2022**

SUBJECT:

Receive a report, hold a discussion, and give staff direction regarding the Capital Improvements Program Advisory Committee. *(Staff Presenter: Eric Oscarson, Public Works Director)*

SUMMARY:

Impact fees are a one-time charge assessed to new development to generate revenue to fund roadway, water and sewer capital facilities necessitated by new development. These fees are authorized under Chapter 395 of the Texas Local Government Code and are based on the anticipated demand for infrastructure that new development creates.

Cost of infrastructure to support growth significantly exceeds traditional tax and fee collection rates in fast-growing cities. Available funding for capital improvements by the federal government have decreased since the 1980's which prompted the desire for city governments to find an alternate funding mechanism to offset costs to their existing tax payers. The thought behind impact fees is that new growth should pay for a proportionate share of the costs associated with new infrastructure to support the growth.

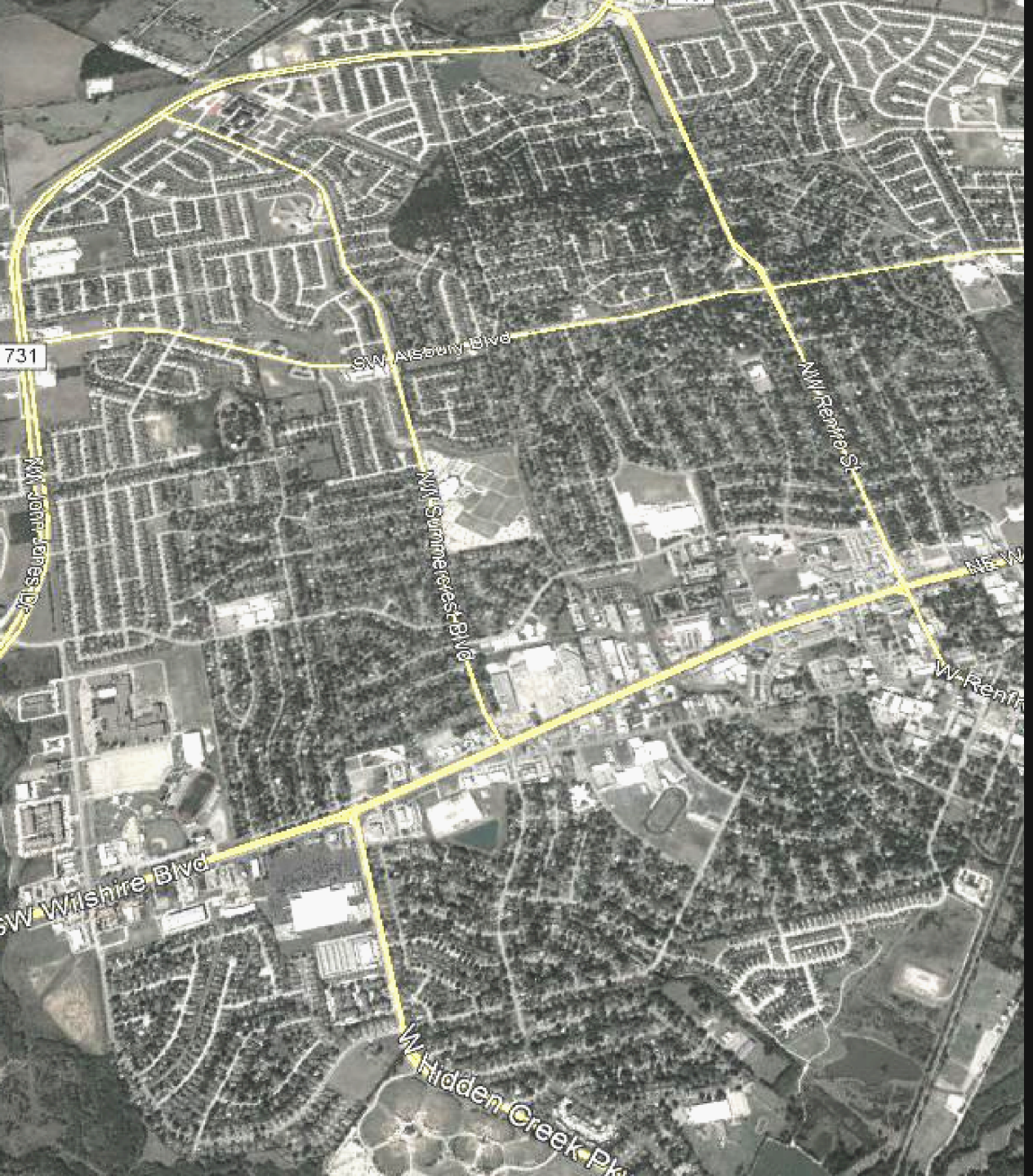
If impact fees are collected by a governing body, Chapter 395 requires the creation of a Capital Improvements Program Advisory Committee (CIPAC). CIPAC serves in an advisory capacity to the City Council regarding long-term growth issues. The committee advises and assists the Council in adopting land use assumptions, reviews the Capital Improvements Plan, and monitors its implementation. The Committee also reviews impact fees and recommends any adjustments that those fees.

CIPAC is made up of at least five members with no less than two members (40%) must be representatives of the development, real estate, or building industry. If impact fees are imposed in the City's Extraterritorial Jurisdiction (ETJ), one member must reside in the ETJ. The Planning and Zoning Commission may serve as the CIPAC as long as one member represents the development, real estate or building industry. If no such representative exists, a voting ad hoc member must be appointed to serve on the CIPAC committee. In addition, a voting ad hoc member who resides in the ETJ must be appointed.

The CIPAC membership is subject to Article II, Section 2-31, Appointments; terms; removal; exceptions. All appointments begin on October 1 and the term shall be for three years. The term of each member shall not exceed three consecutive full terms. A member must remain off that particular committee for one full term before the member can be reappointed. To date, all committee members have exceeded the allowed three consecutive full terms. Staff will present options to the City Council for membership to the CIPAC.

STAFF CONTACT:

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



CAPITAL IMPROVEMENTS PLAN ADVISORY COMMITTEE

Impact Fees

WHAT ARE IMPACT FEES?

AUTHORIZED UNDER CHAPTER 395 - TEXAS LOCAL GOVERNMENT CODE

ONE-TIME CHARGE ASSESSED TO NEW DEVELOPMENT TO GENERATE REVENUE TO FUND ROADWAY, WATER AND SEWER CAPITAL FACILITIES NECESSITATED BY NEW DEVELOPMENT

FEE BASED ON THE ANTICIPATED DEMAND FOR INFRASTRUCTURE THAT NEW DEVELOPMENT CREATES

ASSESSED ON ANY NEW DEVELOPMENT INCREASING DEMAND ON WATER, SEWER AND ROADWAY INFRASTRUCTURE





IMPACT FEES

Chapter 395 Requirements

UPDATE REQUIRED EVERY 5 YEARS

- Land use assumptions
- Capital Improvements Plan
- Based on 10-year period

REQUIRES CAPITAL IMPROVEMENTS PROGRAM ADVISORY COMMITTEE

- Acts as advisory committee to the City Council
- Meets a minimum of 2 times a year for semi-annual report
- During 5 year update, committee meets more frequently to meet statutory requirements

NOTICING REQUIREMENTS TO THE PUBLIC

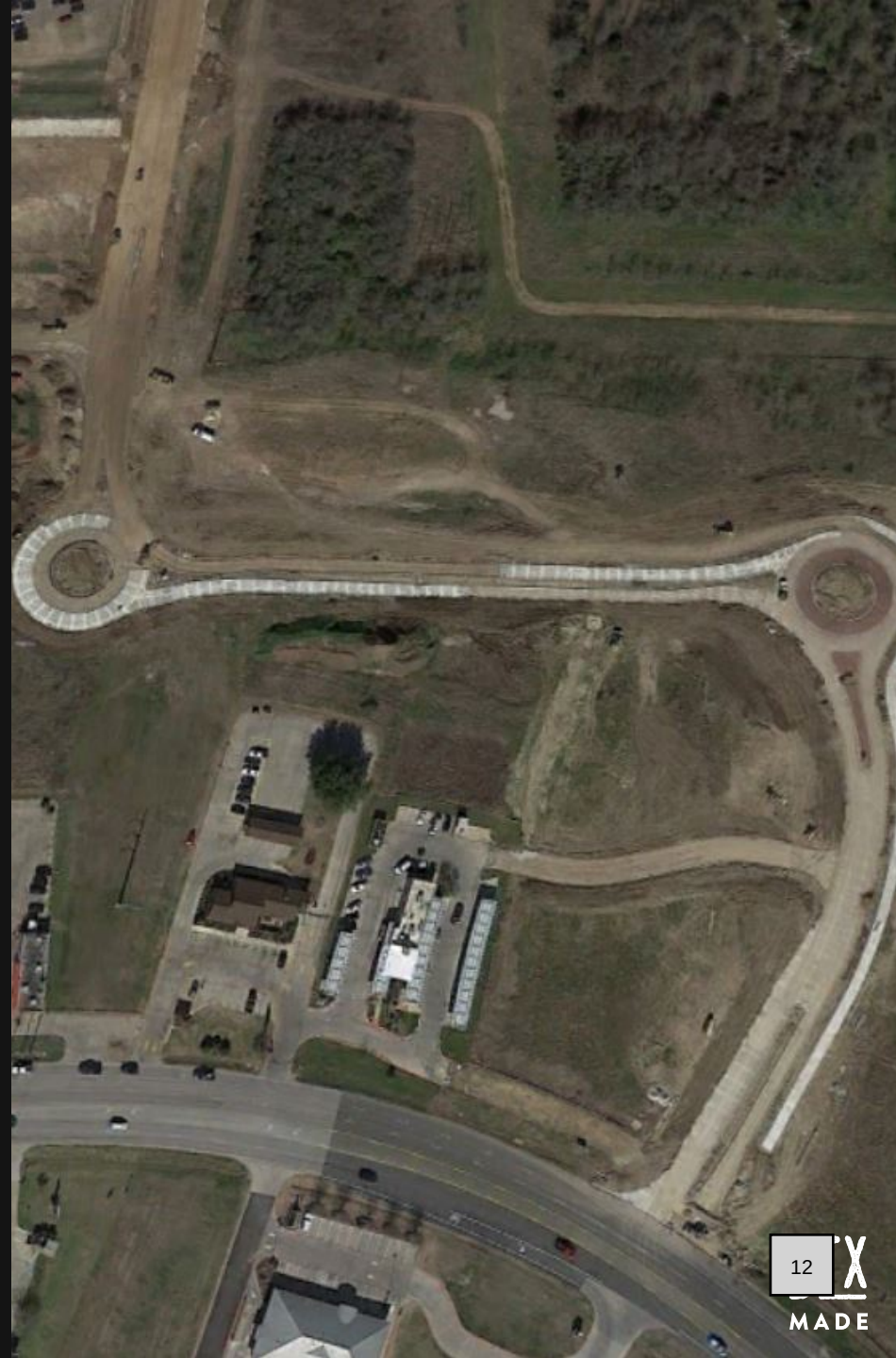
WHY COLLECT IMPACT FEES?

COST OF INFRASTRUCTURE TO SUPPORT GROWTH *SIGNIFICANTLY* EXCEEDS TRADITIONAL TAX AND FEE COLLECTION RATES IN FAST-GROWING CITIES

FUNDING MECHANISM TO OFFSET COSTS TO EXISTING TAX PAYERS ARE LIMITED

- *New growth should pay for a proportionate share of that growth shifting attributable capital growth costs from existing tax payers to the beneficiaries of the new growth*

MAY OFFSET GENERAL PROPERTY TAX INCREASES



HOW ARE IMPACT FEES CALCULATED?

PROJECT 10-YEAR GROWTH LAND USE ASSUMPTIONS FROM COMPREHENSIVE PLAN UTILIZED

- *Establishes infrastructure demands*
- *Population projections*

DETERMINE NUMBER OF SERVICE UNITS

- *Water/wastewater - based on relationship of continuous flow rate in gallons per minute for a water meter of a given size and type compared to a maximum flow rate for a simple water meter*
- *Roadway - based on a vehicle-mile (1 vehicle traveling 1 mile during afternoon peak hour times)*

DETERMINE COST OF 10-YEAR PROJECTED INFRASTRUCTURE NEEDS, I.E. CAPITAL IMPROVEMENT PLAN

$$\text{Impact Fee Per Service Unit} = \frac{\text{Cost of the CIP (\$)}}{\text{New Service Units}}$$



WHAT CAN IMPACT FEES BE USED ON?

Water / Wastewater

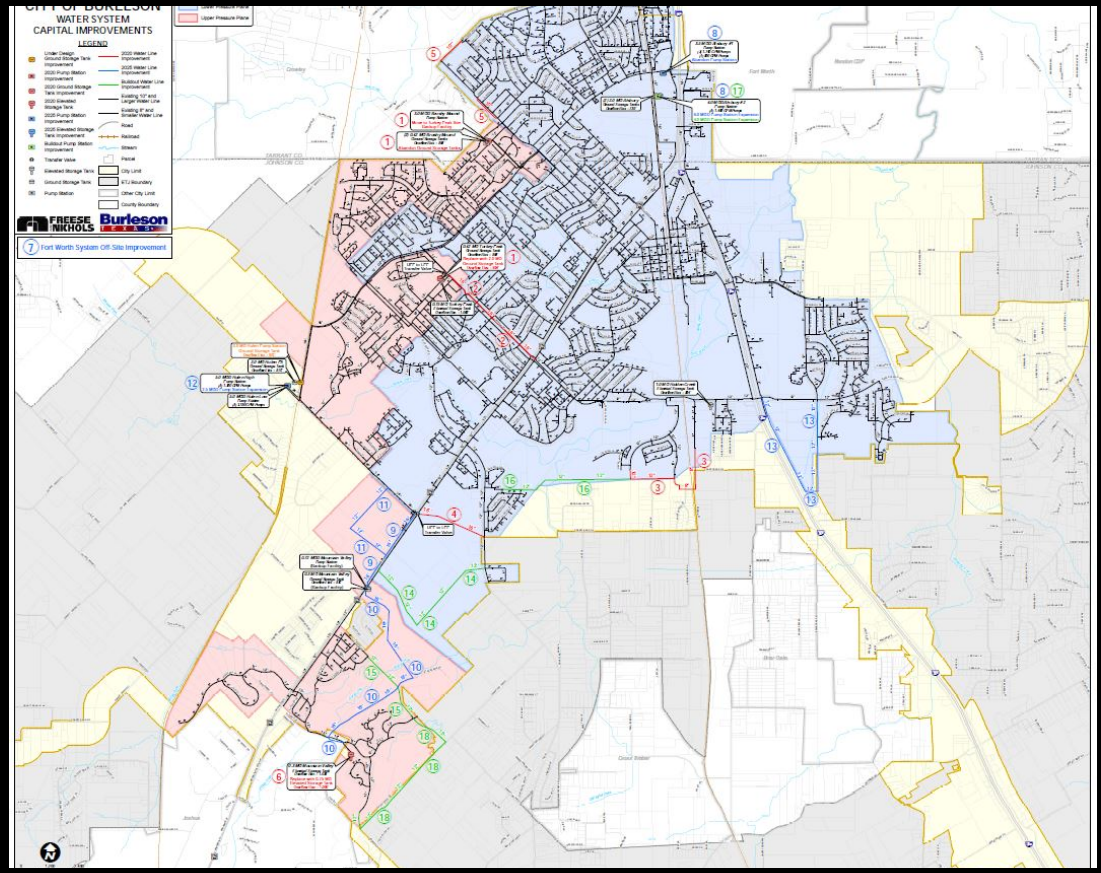
ROW / EASEMENT ACQUISITION

DESIGN / SURVEY

CONSTRUCTION OF INFRASTRUCTURE INCLUDED ON CAPITAL PLAN WHICH INCREASE OVERALL CAPACITY OF SYSTEM

- *Water / Wastewater lines*
- *Water tanks / towers*
- *Lift stations, etc.*

PAYMENT ON DEBT ISSUED FOR TOTAL COST OF INFRASTRUCTURE



WHAT CAN IMPACT FEES BE USED ON?

Roadway

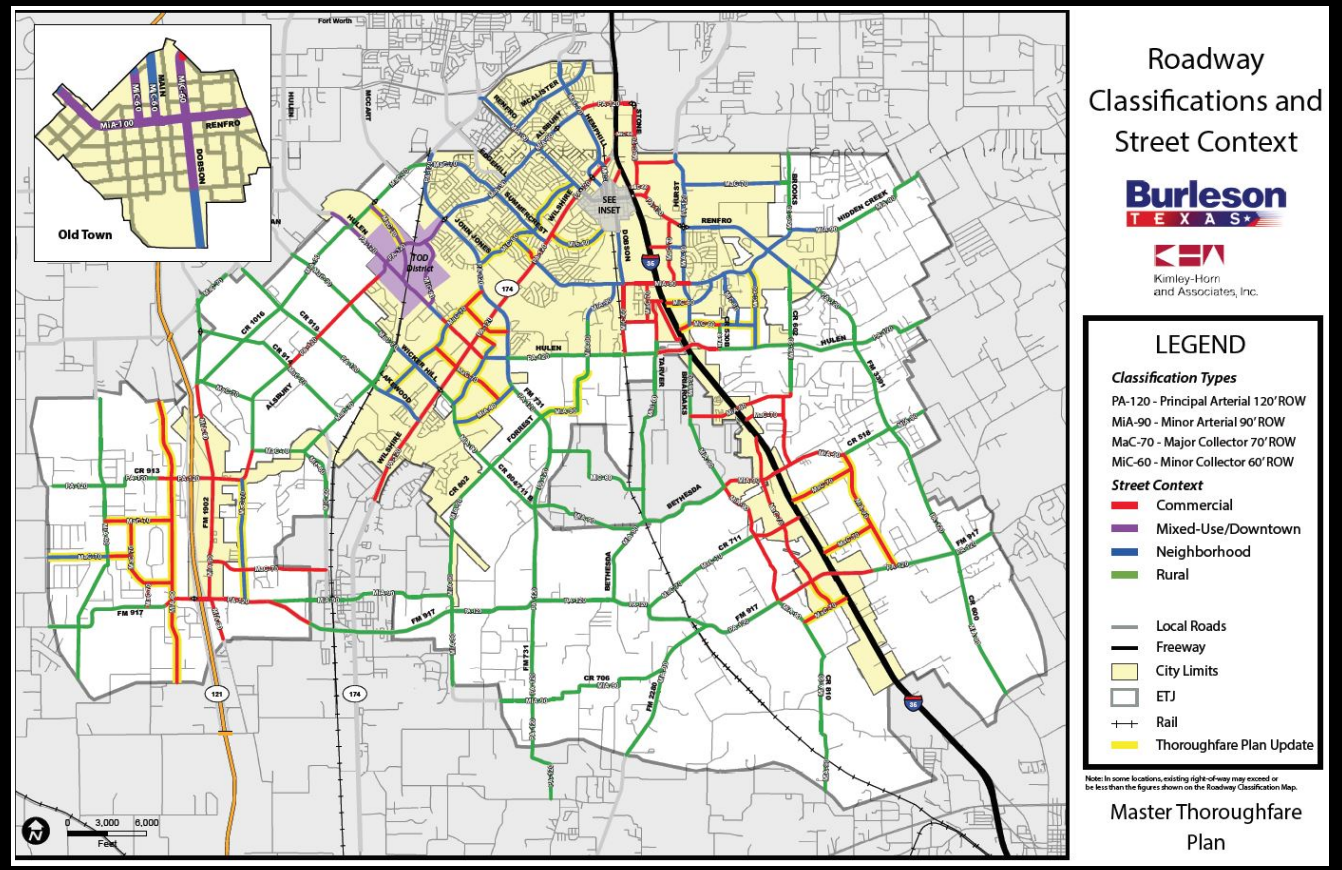
ROW / EASEMENT ACQUISITION

DESIGN / SURVEY

CONSTRUCTION OF INFRASTRUCTURE INCLUDED ON CAPITAL PLAN WHICH INCREASE OVERALL CAPACITY OF SYSTEM

- *New Roadways with associated drainage*
- *Signals included on capital plan*
- *Improvements that increase capacity*

PAYMENT ON DEBT ISSUED FOR TOTAL COST OF INFRASTRUCTURE



IMPACT FEES CANNOT BE USED ON

INFRASTRUCTURE MAINTENANCE COSTS

- There is an argument that impact fees frees up funding that can be utilized for replacement and repair of existing infrastructure which can also be cost intensive

WATER / SEWER IMPROVEMENTS WITHIN THE ETJ IF SERVICE ARE NOT OFFERED

ROADWAY IMPROVEMENTS WITHIN THE ETJ

TRAFFIC CALMING

INFRASTRUCTURE IMPROVEMENTS NOT INCLUDED IN THE CAPITAL PLAN

ADMINISTRATIVE / OPERATION COSTS



CITY OF BURLESON IMPACT FEES

WATER / SEWER IMPACT FEE

- Adopted November 2005
- Applies to new development
- Assessed at the time of plat (building permit if an existing platted lot)
- Collected at building permit
- Fee based on meter size (impact to system)
- Eight (8) fee adjustments since inception

ROADWAY IMPACT FEE

- Adopted November 2017
- Applies to new development
- Assessed at the time of plat (building permit if an existing platted lot)
- Based on intensity of proposed use (vehicle trips)
- Collected at building permit
- Can only be used in the service area which collected
- Fees have not been adjusted since adoption - development continues to increase

CAPITAL IMPROVEMENTS PLAN ADVISORY COMMITTEE

Purpose

HIGHLY TECHNICAL COMMITTEE - UNDERSTANDING OF REGULATIONS IS CRITICAL

- Advice and assists in adopting land use assumptions
- Review capital improvements plan and file written comments
- Monitor and evaluate implementation of the capital improvements plans
- Advise on updates to the impact fees imposed on new development
- File semi-annual reports

SERVES IN AN ADVISORY CAPACITY TO THE CITY COUNCIL

REQUIRED BY CHAPTER 395 OF THE TEXAS LOCAL GOVERNMENT CODE



CAPITAL IMPROVEMENTS PLAN ADVISORY COMMITTEE (CIPAC)

Two Options

OPTION 1

- AT LEAST 5 MEMBERS WHO SHALL BE APPOINTED BY A MAJORITY VOTE OF THE GOVERNING BODY OF THE POLITICAL COMMITTEE
- NOT LESS THAN 2 OF THE 5 MEMBERS (40%) MUST BE REPRESENTATIVES OF THE REAL ESTATE, DEVELOPMENT, OR BUILDING INDUSTRIES WHO ARE NOT EMPLOYEES OR OFFICIALS OF THE CITY
- IF THE IMPACT FEE IS TO BE APPLIED IN THE ETJ, A REPRESENTATIVE FROM THAT AREA MUST BE INCLUDED

OPTION 2

- THE PLANNING AND ZONING COMMISSION MAY ACT AS THE ADVISORY COMMITTEE
  - At least one member must be a representative of the real estate, development, or building industries
  - If no representative exists, the Commission may still act as the advisory committee if at least one such representative is appointed by the Council as an ad hoc voting member of the Commission when it acts as the advisory committee
  - If the impact fee is to be applied in the ETJ, an ad hoc ETJ member must also be appointed

CAPITAL IMPROVEMENTS PLAN ADVISORY COMMITTEE (CIPAC)

Current Members

CIPAC Member	Qualification	Initial Appointment	Expired (Per Article II, Section 2-33)	Residency*	Currently Eligible to Serve? (Per Article II, Section 2-33)
Rocky Bransom	Developer	May 27, 2004	May 27, 2013	ETJ	Yes
Donna Key	Realtor	May 27, 2004	May 27, 2013	City of Burleson	Yes
Byron Black	Citizen	July 9, 2004	July 9, 2013	City of Burleson	Yes
Steve Sechrist	ETJ	March 27, 2007	March 27, 2016	ETJ	Yes
Gary Kilcoin	Electrician / Plumber	March 31, 2013	March 31, 2022	May have moved to adjacent municipality	No**

*Should be verified

**Must remain off board one full year

CAPITAL IMPROVEMENTS PLAN ADVISORY COMMITTEE (CIPAC)

Current Members



COMMITTEE REQUIRED TO MEET A MINIMUM 2 TIMES A YEAR TO REVIEW SEMI-ANNUAL REPORT

- Additional meetings as required during land use and impact fee updates to meet statutory requirements

PRIOR TO APRIL 2004 THE PLANNING AND ZONING COMMISSION ACTED AS ADVISORY COMMITTEE

SINCE APRIL 2004 - MEMBERSHIP RECOMMENDATIONS PROVIDED BY ENGINEERING DEPARTMENT AND APPROVED BY COUNCIL (NO TERM LIMITS SET)

APPLYING CITY OF BURLESON'S CODE OF ORDINANCE ARTICLE II, SECTION 2.33 - CURRENT MEMBERS TERMS HAVE EXPIRED

CRITICAL TO APPOINT CIPAC MEMBERS TO REVIEW AND MAKE RECOMMENDATIONS TO CITY COUNCIL FOR IMPACT FEE STUDIES CURRENTLY UNDERWAY

CAPITAL IMPROVEMENTS PLAN ADVISORY COMMITTEE (CIPAC)

City of Burleson Code of Ordinances - Article II

SECTION 2-33

- Each board/commission member shall have resided within corporate limits of city for a period of one year preceding effective date of appointment
- Shall not be in arrears in the payment of any taxes or other liability due the city
- Terms shall be for 3 years
- Terms shall not exceed three consecutive full terms and a member must have remained off the board/committee for one full term before being re-appointed



CAPITAL IMPROVEMENTS PLAN ADVISORY COMMITTEE

Options

1. **PLANNING AND ZONING COMMISSION ACT AS ADVISORY COMMITTEE WITH APPROPRIATE AD-HOC MEMBERS**
   - City Council Policy #40 would also be utilized to appoint necessary ad-hoc members

2. **UTILIZE CITY COUNCIL POLICY#40 - CITY BOARDS & COMMISSION APPOINTMENT PROCESS AS A SEPARATE STAND ALONG COMMITTEE**
   - Minimum 5 members meeting requirements of Chapter 395



OPTION 1

Planning and Zoning Committee (P&Z) with Ad Hoc Members

APPLICATION

- City Secretary responsible for coordination
- Application required of all applicants and submitted to the City Secretary
- Submitted by July 1 each year and valid for 3 years
- Unlimited choices by must rank

EVALUATION

- Appointments and Council Policy Committee (A&CP) meet each year if appointments are needed
- A&CP is a committee of 3 council members
- A&CP bring forward recommendations for appointment to full council
- Only one P&Z member must be from development, real estate or building industry
- If no representative exists, an ad hoc member must be selected

MEMBERSHIP APPOINTMENT

- City Secretary presents to City Council
- Full list of applicants provided by City Secretary
- City Council considers A&CP recommendations
- City Council appoints committee members
- City Secretary will notify appointees and staff

IN THIS OPTION, THE PLANNING AND ZONING COMMISSION ACTS AS ADVISORY COMMITTEE WITH APPROPRIATE AD HOC MEMBERS IF NEEDED AND FOLLOWS CITY COUNCIL POLICY #40

OPTION 1

Planning and Zoning Committee (P&Z) with Ad Hoc Members

PROS

- Currently acts in an advisory capacity to City Council in the land use assumptions and should be aware of local and state regulations
- Would follow current Council policy recently approved for appointments
- Would follow formal application as other boards and committees
- City Secretary responsible and would track memberships and ensure terms are current - provides continuity with other boards and committees
- P&Z members should be aware of City Council's vision for the future
- P&Z currently serves as advisory / recommending board for City Council
- Standing quorum - meets regularly

CONS

- Planning and Zoning Commission would have added responsibility

OPTION 2

Stand Alone Committee

APPLICATION

- City Secretary responsible for coordination
- Application required of all applicants and submitted to the City Secretary
- Submitted by July 1 each year and valid for 3 years
- Unlimited choices by must rank

EVALUATION

- Appointments and Council Policy Committee (A&CP) meet each year if appointments are needed
- A&CP is a committee of 3 council members
- A&CP bring forward recommendations for appointment to full council
- 5 members are required with not less than 2 from the development, real estate and building industry

MEMBERSHIP APPOINTMENT

- City Secretary presents to City Council
- Full list of applicants provided by City Secretary
- City Council considers A&CP recommendations
- City Council appoints committee
- City Secretary will notify appointees and staff

IN THIS OPTION, 5 MEMBERS SELECTED WITH MINIMUM OF 2 FROM DEVELOPMENT, REAL ESTATE AND BUILDING INDUSTRY AND FOLLOWS CITY COUNCIL POLICY #40

OPTION 2

5 Member Independent Committee

PROS

- Would follow current Council policy recently approved
- Would follow formal application as other boards and committees
- City Secretary responsible and would track memberships and ensure terms are current

CONS

- Members may not be aware of local and state regulations
- Members may not be aware of development regulations and patterns as Planning and Zoning members are who meet regularly and provided recommendations on development to the City Council
- Infrequency of meetings (generally twice a year) obtaining a quorum may be difficult



CIPAC COMMITTEES AROUND DFW

CITY	CIPAC MEMBERS	NOTES
MANSFIELD	P&Z	
HASLET	P&Z	
FLOWER MOUND	P&Z	
ROUND ROCK	P&Z	
WAXAHACHIE	P&Z	INCLUDES AD HOC MEMBER
MIDLOTHIAN	P&Z	
NORTH RICHLAND HILLS	P&Z	
GRANBURY	CITIZENS	
FORT WORTH	CITIZENS	
EULESS	P&Z	
LEWISVILLE	P&Z	
COPPELL	P&Z	
COLLEYVILLE	P&Z	INCUDES AD HOC MEMBER
WYLIE	CITIZENS	2 P&Z MEMBERS INCLUDED
MURPHY	CITIZENS	1 P&Z MEMBER
BENBROOK	CITIZENS	
CROWLEY	P&Z	

RECOMMENDATION

Planning and Zoning Commission



MEETS REGULARLY - BI-MONTHLY

REVIEWS AND PROVIDES RECOMMENDATIONS ON THE FOLLOWING

- Comprehensive Plan - includes land use assumptions
- Zoning requests
- Platting - subdivision and development of land
- Development regulations

RECOMMENDING BODY FOR PROPOSED DEVELOPMENT WITHIN THE CITY AND ETJ TO THE CITY COUNCIL

AS MEMBERS REVIEWING PROPOSED DEVELOPMENT APPLICATIONS, COMMISSION MEMBERS ARE FAMILIAR WITH CURRENT DEVELOPMENT ACTIVITIES




DISCUSSION
QUESTIONS

City Council Regular Meeting

DEPARTMENT: **Economic Development**

FROM: **Alex Philips, Economic Development Director**

MEETING: **August 15, 2022**

SUBJECT:

Receive a report, hold a discussion and give staff direction regarding a proposed services contract with the Burleson Area Chamber of Commerce. (*Staff Presenter: Alex Philips, Economic Development Director*)

SUMMARY:

The Burleson Area Chamber of Commerce (BACC) has a mission to be an advocate for their members and for business in Burleson. Part of their core activities include; quarterly luncheon meetings (including the State of the City and Economic Development Update), ribbon cuttings for new businesses, networking events, training and small business resources. The BACC desires to have a formal partnership with the City of Burleson and collaborate on shared objectives with Economic Development.

The BACC has proposed a services contract for formalize this partnership. The contract would primarily focus on two shared objectives; Business Retention and Tourism. The following outlines contract deliverables and fees:

Business Retention

- BACC will conduct one hundred (100) meetings annually local businesses to gather key business information. The EDC will collaborate to compile list of businesses and data to gather.
- BACC will produce four (4) quarterly reports with business retention findings within thirty (30) days of the end of each quarter.
- BACC will contract catering service for the annual State of the City Luncheon, and EDC Luncheon events with a business located within the City Limits of the City of Burleson.

Tourism

- BACC will conduct three (3) annual tourism based events in the City of Burleson. Events should focus on attracting visitors from outside the City of Burleson and generate overnight stays in hotels or motels within the city limits of the City of Burleson.

- Advertising for these events should be focus outside of fifty (50) miles from the City of Burleson.
- These events should include The Burleson Honey Tour Bike Ride, The Full Circle Women's Conference and a third event to be mutually agreed upon.
- Contractor shall alternate the host location of the Annual Burleson Area Chamber of Commerce Golf Classic to include Hidden Creek Golf Course every other year, beginning in 2023.

The total fee for these services is proposed to be $50,000.

- Business retention: $20,000 (this amount is a 4A expense)
- Tourism: $30,000 (or, $10,000/event) (this amount is a HOT/MOT expense)
    - This fee will be in lieu of BACC's annual HOT/MOT grant awards

Should BACC not perform or breach the contract, they would not be eligible for any City funding for one year. Either party may terminate the contract with 30 days written notice.

OPTIONS:

1) Proceed as presented
2) Proceed with changes
3) Do not proceed

RECOMMENDATION:

N/A

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

N/A

FISCAL IMPACT:

Budgeted: N
Fund Name: Business Retention / Community HOT/MOT Grant
Full Account #s: 110-1014-415.82-02 / 105-1021-564.82-13
Amount: $50,000

STAFF CONTACT:

Alex Philips
Economic Development Director
dpennywell@burlesontx.com
817-426-9213



Chamber of Commerce Services Contract

Burleson Area Chamber of Commerce



- **Vision Statement**

  To be recognized as an effective resource, providing relevant, innovative, and impactful programming that ensures a healthy business climate and an enhanced quality of life for the entire Burleson area

- **Mission Statement**

  To be an advocate for our members and for business in Burleson. We are in Business for Business.

- **Core Values**

  Strengthen the local economy by providing events that bring in individuals from outside the Burleson Area

  Promote the community by marketing Burleson as a destination for new businesses, active older adults and potential employees

  Provide business to business networking opportunities by organizing and hosting Luncheons, Business After Hours and Special Events for our Chamber members

  Build community-wide leadership by encouraging and developing a shared vision for the future of Burleson

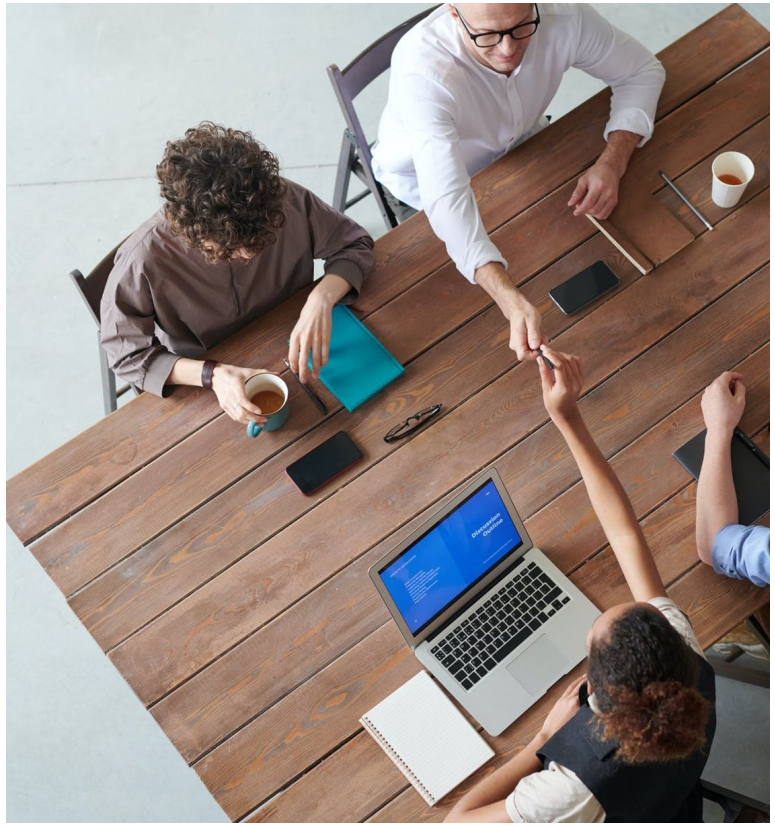
BACC Current Activities and New Objectives



- **Activities**
  - Quarterly Luncheons
  - Ribbon Cuttings
  - Member Events (networking, training, etc.)
  - Small Business Resources
- **Objectives**
  - Seeking additional revenue stream
  - Desire for formal partnership with City of Burleson

BACC Request

BACC has requested entering a formal annual contract with the City to provided services to benefit shared EDC/BACC objectives



Business Retention

Tourism

BACC Contract Services

Business Retention

Conduct 100 annual business retention meetings with businesses to gather key information

EDC to collaborate on questions and information to gather at meetings

Deliverables include: contact updates, business anniversaries, summary of business strength, key issues and growth plans

Tourism

Host three events a year that are focused on bringing people from outside Burleson as well as adding to the quality of life in the community

Burleson Honey Tour Bike Ride - Long running bike ride event to return in 2023

Power of Heels Full Circle Women's Conference 2023 - Full day event to inspire women professionally and personally

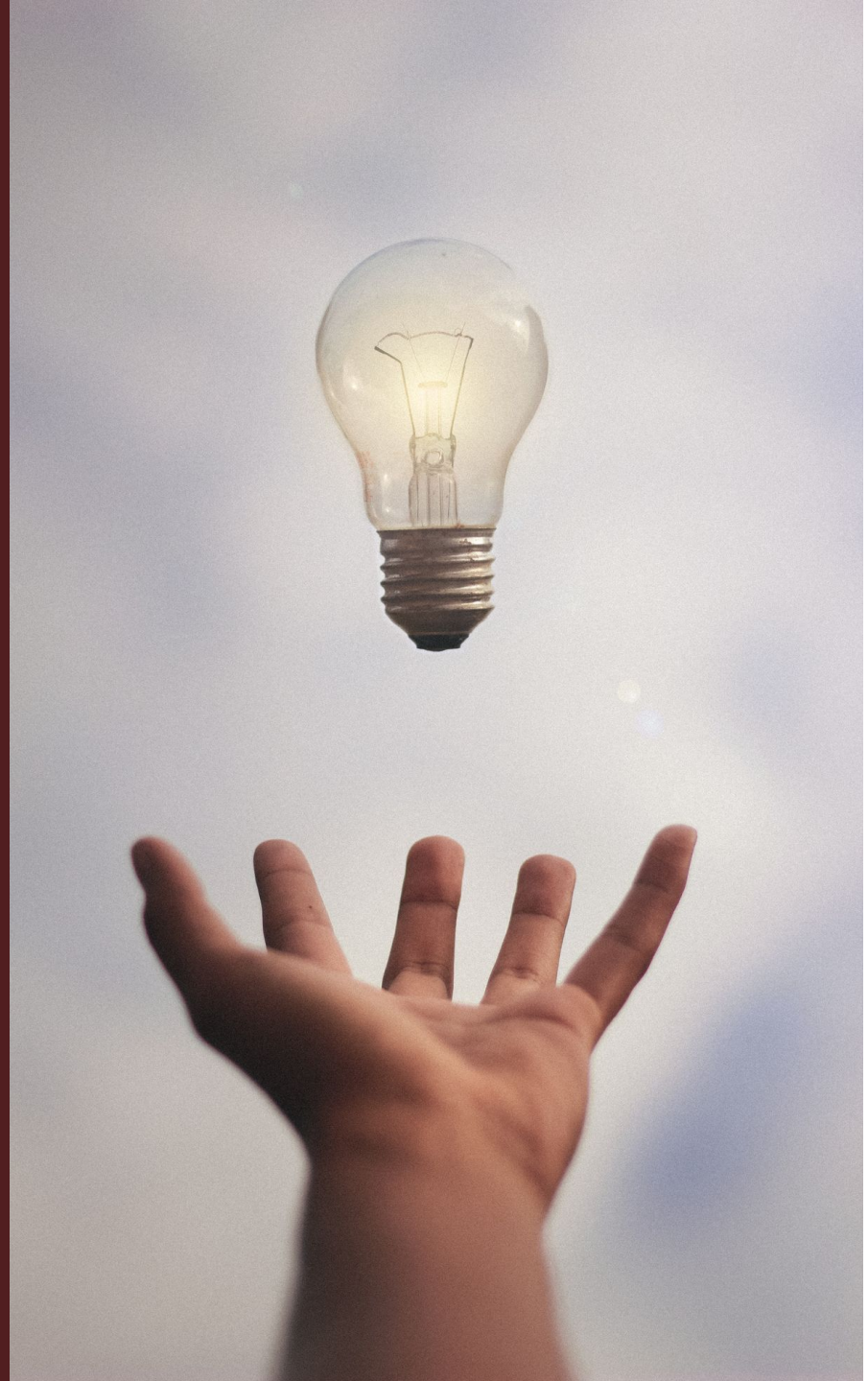
One additional tourism event in 2024 to be determined

BACC Proposed Contract Terms

$50,000 - total contract price with annual renewal and Council approval each year

- **Business Retention**
  - $20,000 annually
  - Approx. 130 hours (~$150/Hour)
  - This is a 4A expense
- **Tourism**
  - $10,000 per event ($30,000 total)
  - In lieu of BACC HOT/MOT Grant
  - This is a HOT/MOT expense
- **Terms**
  - Produce 4 quarterly reports within 30 days of the end of each quarter
  - Host annual BACC golf tournament at Hidden Creek Golf Course every other year
  - Utilize Burleson catering for State of the City and EDC Luncheons
- **Termination/Breach**
  - Should BACC not perform, they would be ineligible for any City funding for one year
  - Either party may terminate with 30 days written notice





Questions/Comments

Council Direction Requested

Services Contract with the Burleson Area Chamber of Commerce for Small Business and Tourism Services in the amount of $50,000



Proceed as presented



Proceed with modifications



Deny

Staff will follow up with formal contract at future meeting

City Council Regular Meeting

DEPARTMENT: **Economic Development**

FROM: **Alex Philips, Economic Development Director**

MEETING: **September 6, 2022**

SUBJECT:

Receive a report, hold a discussion, and give staff direction regarding the submission of RFP 2022-12, Sale or long-term ground lease of real property located at 130 East Renfro Street, Burleson, Texas. (*Staff Presenter: Alex Philips, Economic Development Director*)

SUMMARY:

On April 4, 2022, the City Council directed staff to release a request for proposals to sell or long-term ground lease real property located at 130 E. Renfro St., currently the site of Hill College. Hill College is on track to move from this location to their new location (the former Kerr Middle School) by the end of the 2022. The following vision was cast by City Council and was included in RFP 2022-12:

- Allow retail, restaurant and office uses
- On or multiple building not to exceed 32 feet in height
- Prefer no multi-family/residential uses
- All options to include consistency with Old Town architecture, market based rents and tie into Old Town district walkability

RFP 2022-12 was open for 91 days and distributed to all major developers in the DFW area. One submission was received when the RFP closed on July 29, 2022. CHC Development, located Fort Worth. CHC Development's proposal presents the following criteria:

- Mixed-use development containing two building totaling 26,000sf and 158 parking spaces
    - Building 1: two stories containing 8,000sf of retail and 12,000sf of office space
    - Building 2: one story containing 6,000sf of retail
- The buildings will share an open-air walkway and patio ideal for outdoor restaurant seating
- Estimated $9.6 million capital investment, excluding land cost
- Estimated timeline is 9-12 months of pre-construction followed by 12-14 months of construction anticipated to commence by Q2 2023
- CHC Development requests the consideration of cash and rebate incentives to close a $1.6 million shortfall to complete the project as presented

Following City Council's comments and direction, staff is prepared to negotiate with CHC Development on the terms of a potential development agreement to present to City Council for consideration within 90 days.

OPTIONS:

1) Proceed with development negotiations with CHC Development as presented
2) Proceed with modifications
3) Reject proposal

RECOMMENDATION:

Proceed with development negotiations with CHC Development as presented

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

N/A

FISCAL IMPACT:

N/A

STAFF CONTACT:

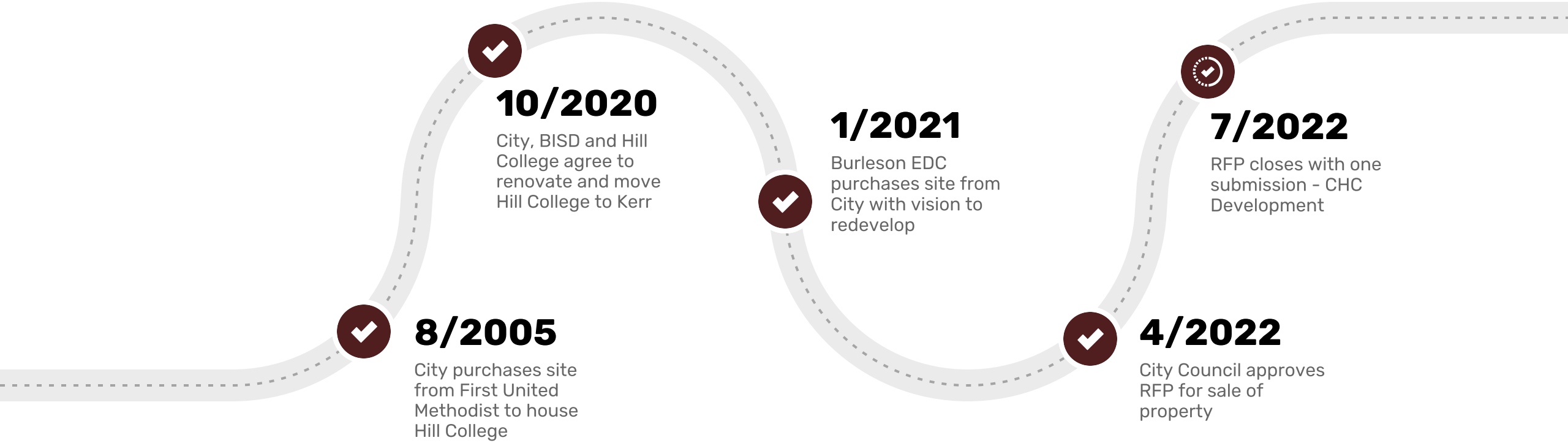
Alex Philips
Economic Development Director
aphilips@burlesontx.com
817-426-9613

THE CITY OF BURLESON TEXAS | Economic Development

130 E. Renfro St.
RFP 2022-12



130 E. Renfro St. Timeline



8/2005
City purchases site from First United Methodist to house Hill College

10/2020
City, BISD and Hill College agree to renovate and move Hill College to Kerr

1/2021
Burleson EDC purchases site from City with vision to redevelop

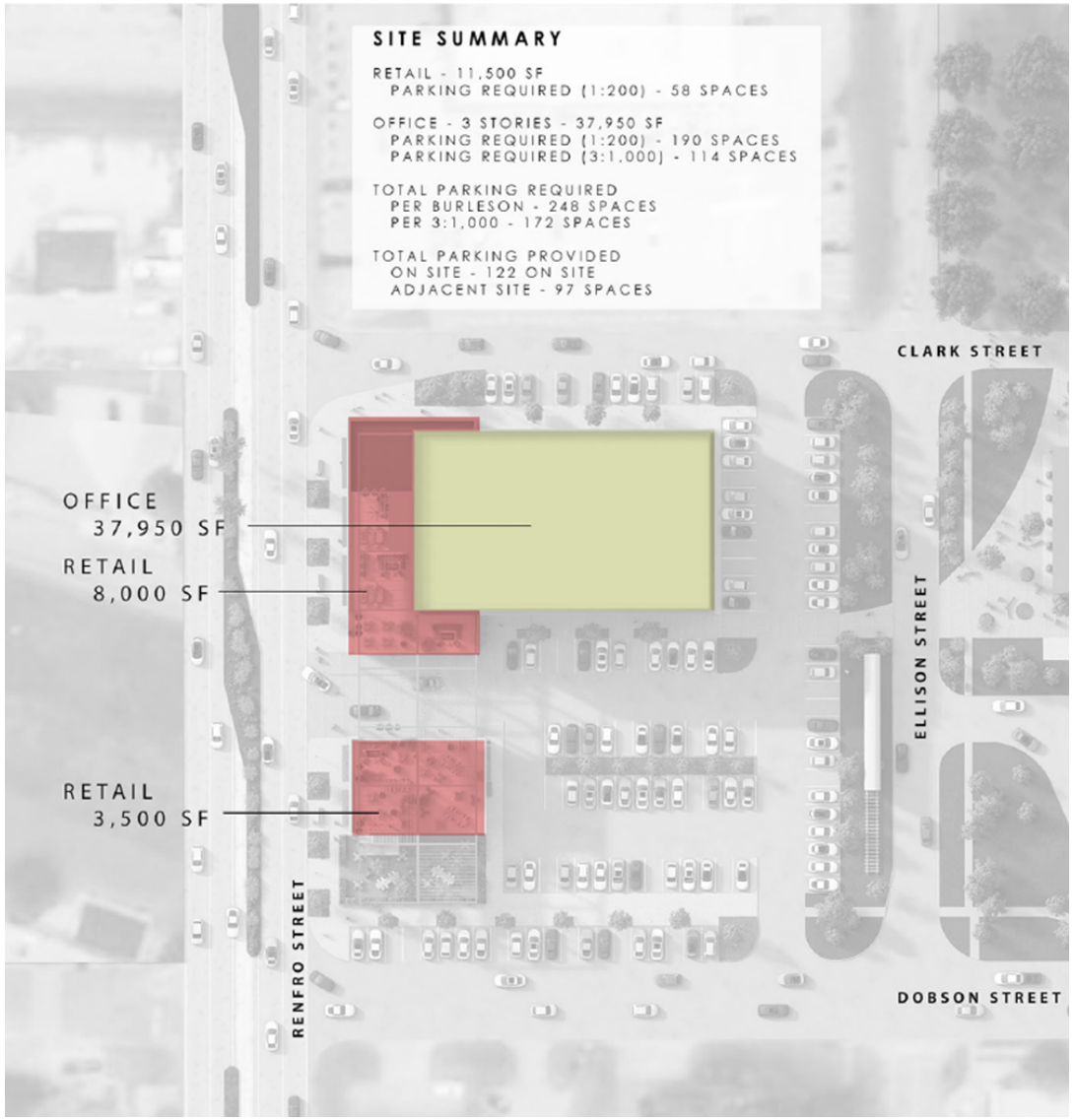
4/2022
City Council approves RFP for sale of property

7/2022
RFP closes with one submission - CHC Development

RFP Vision for 130 E. Renfro St.

As directed by Council on 4/4/22

- Allow retail, restaurant and office use no more than 32 feet in height
- Prefer no multi-family/residential component
- All options to include consistency with Old Town architecture, market base rent and tie into Old Town district walkability
- Will consider all options received
  - Above is represented as a preference, but not a requirement



Sole Submission

CHC Development

- **Developer**

  CHC Development's process for developing a vision for the City of Burleson at 130 East Renfro Street property is a system that includes the development team, City, future tenants, investors, the lender, and most importantly, the community. CHC shares Burleson's view that this development must respond to the community's and City's needs.

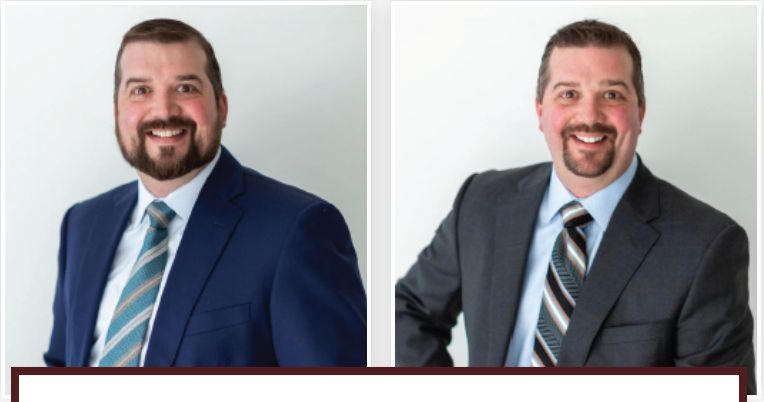
- **Development Team**

  Team to include; Lancarte Commercial broker, Tarrant Construction and Ridgemont Construction general contractors, MAA architect, Dunaway civil engineer and Baird, Hampton & Brown MEP

- **Experience**

  The developer has a combined 43 years of experience, $117M in completed transactions and 430,650sf of developments, acquisitions and dispositions

CHC Development



Rory and Rian Maguire, Principals


451 SOUTH MAIN
Fort Worth, Texas
CACHE
451 SOUTH MAIN
CHC Development


465 SOUTH MAIN
Fort Worth, Texas


314 SOUTH MAIN
Fort Worth, Texas
LANCARTE
CHC Development


HARMON RETAIL
Fort Worth, Texas
FW NORTH
CHC Development

Proposed Development





Site Summary

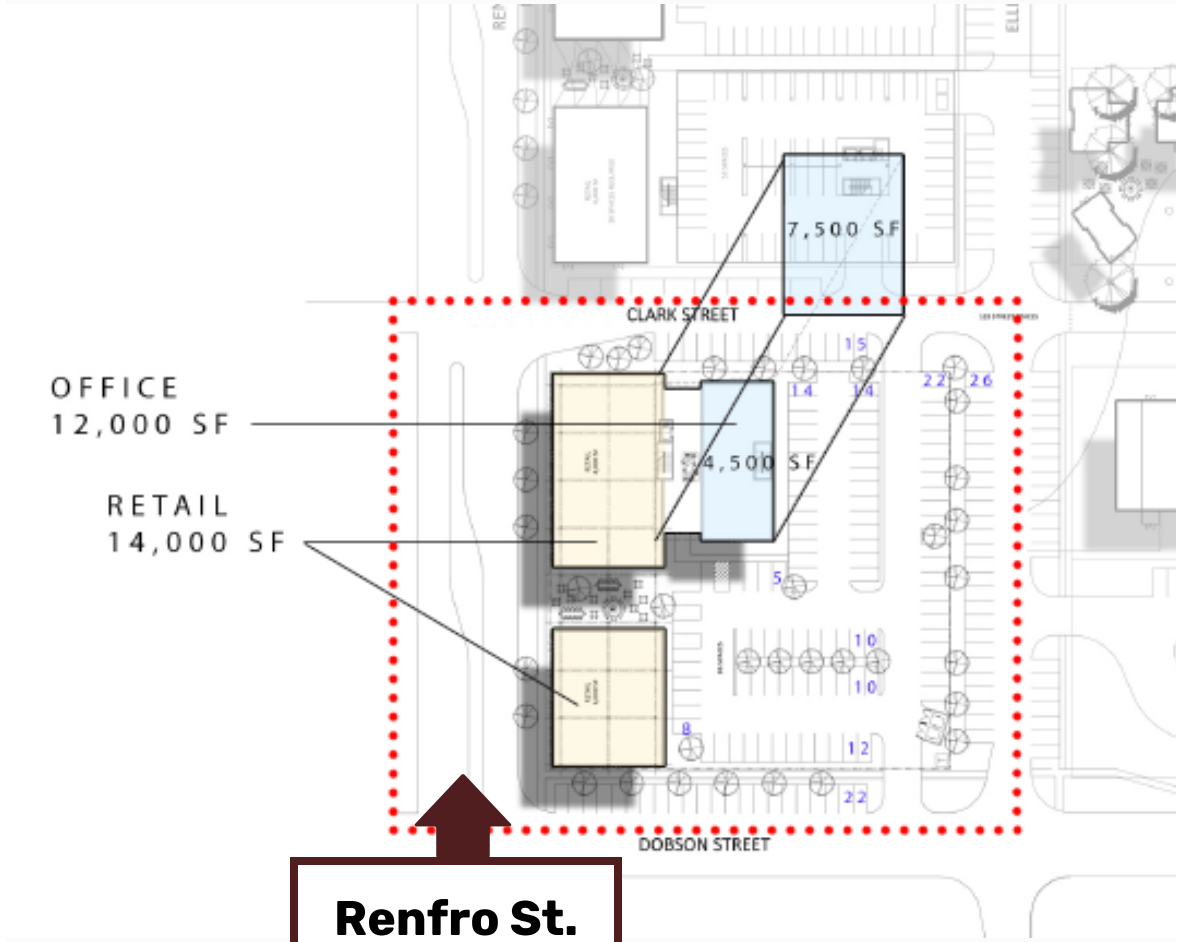
Retail/Restaurant - 14,000sf (two buildings with paseo)

Office - 12,000sf (two stories)

$9.6M capital investment (without land)

Private Parking

158 required parking spaces provided on site


OFFICE
12,000 SF
RETAIL
14,000 SF
7,500 SF
4,500 SF
CLARK STREET
DOBSON STREET
Renfro St.


Renfro St.


THE GROVE
COOPER PARK



Proposed Project Approach



- **Proposed Timeline**
  Pre-construction: 9-12 months
  -Reach developer agreement by Q4 2022
  -Finalize plans and create construction documents
  -Hill College to move out early Q1 2023
  Constriction: 12-14 months
  -Commence Q2 2023
- **New to Market Tenants**
  Work with developer to target and recruit new to market tenants that will help enhance and diversify the district
- **Walkability and Connectivity**
  Work with developer to ensure plans include pedestrian connectivity from Old Town core
- **Negotiations**
  Staff recommends selecting CHC Development as a preferred developer of the site and entering into negotiations regarding land sale, tenant requirements and possible incentives

Options



1

Proceed

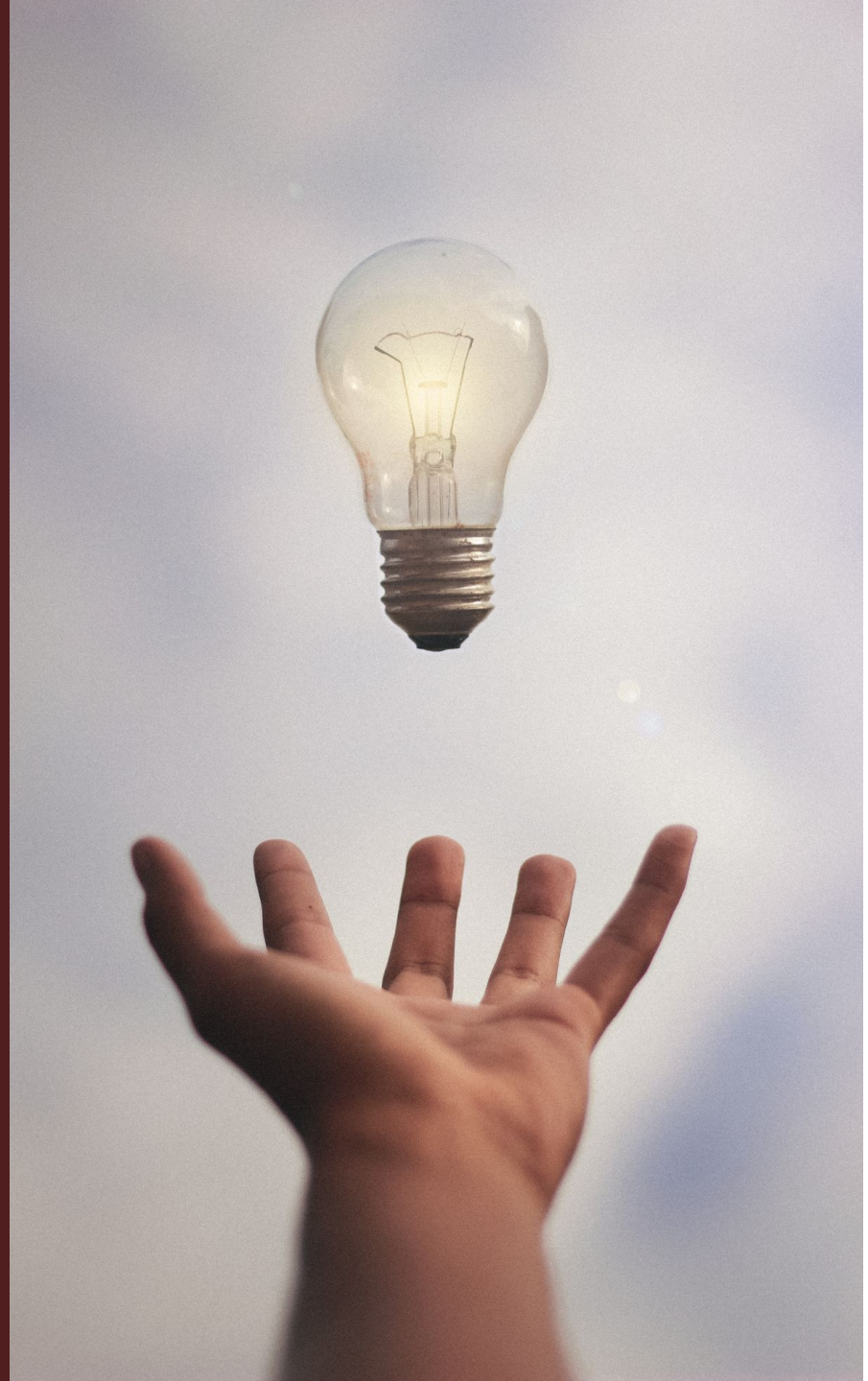
Direct staff to proceed with CHC Development in negotiations for potential development agreement

2

Reject

Reject this proposal and explore other options to sell or redevelop the site

Proceeding with negotiations does not commit Council to entering an agreement



Questions/Comments

CHC Development

BURLESON

130 E. Renfro Street // Burleson, Texas

Prepared for the City of Burleson | RFQ Number 2022-012

July 29, 2022



CHC Development

July 29, 2022

Mr. Justin Scharnhorst
Purchasing Manager
The City of Burleson
141 W Renfro Street
Burleson, TX 76028-4296

Re: RFP 2022-012 Sale or long-term ground lease of real property located at 130 East Renfro Street, Burleson, Texas

Dear Mr. Scharnhorst:

CHC is pleased to present our vision and proposed team for this mixed-use opportunity for the City of Burleson. We look forward to meeting with you to discuss this project in greater detail. CHC Development is a full-service commercial real estate company located in Fort Worth's Historic Near Southside District. Founded in 2011 by brothers Rory and Rian Maguire, CHC is committed to providing high quality commercial buildings and neighborhoods throughout North Texas. Our team possesses an extremely high commitment to quality, our peers, and the community in which we operate. CHC Development understands the requirements of this RFP and is committed to provide all services and features contained in this proposal.

This truly is an exciting development and an opportunity to create something significant and iconic for the City of Burleson. We welcome and look forward to the opportunity to discuss next steps for this development.

Kind regards,

Rory and Rian Maguire, Principals
CHC Development
451 S. Main Street, Suite 200
Fort Worth, TX 76104

EXECUTIVE SUMMARY



The mixed-use development will contain two buildings totaling 26,000 square feet and 140+ parking spaces.

The first building will be two stories, containing 8,000 square feet of retail space and 12,000 square feet of office space and the second building will be a one-story 6,000 square foot building exclusively for retail use.

The buildings will share an open-air walkway that can be utilized for outdoor seating, making the ground floor of the development ideal for restaurant users. There is also potential for additional open green space along the western side of the building.

Ultimately, CHC intends to make 130 E. Renfo Street a focal point in Burleson's Old-Town District.

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SECTION 4
Project Team Description

SECTION 5
Preliminary Project Schedule

SECTION 6
References of Project Team and Demonstration Projects of Note

SECTION 7
Preliminary Project Sketch

SECTION 1

Required Forms

Appendix A – Scope of Services

1. **Title of Project:** Sale or long-term ground lease of real property located at 130 East Renfro Street, Burleson, Texas.

2. **Scope of Services Contact:**

   Questions about the technical nature of the Scope of Services, etc. may be directed to **JUSTIN SCHARNHORST**, Phone. 817-426-9646, e-mail: jscharnhorst@burlesontx.com.

3. **Special Conditions**
   The following special conditions shall prevail over areas of conflict in previous pages:
   NONE

4. **Proposal Evaluation Factors**

A.

Emphasis	Factor
30%	**Project Vision/Development Scenario:** This category will score the project's vision and its alignment to the Old Town Plan referenced in Appendix A, Section D.2. and the preferred development scenario referenced in Appendix A, Section D.2. A project sketch with proposed uses is a required form for all proposals.
20%	**Experience:** This category will score the experience of the project team. Information should be included that identifies the project's key team members, as well as any sub-consultants.
15%	**Access to Capital:** This category will evaluate the financial arrangements and capabilities of the firm to plan, construct, and operate the project. Must include a list of developed projects of similar scale and cost.
20%	**Project Cost/Benefit:** This category will score the project's direct and indirect revenues, as well as examine the costs proposed by the project team. For this evaluation, please include the amount of space proposed by use, as well as the construction cost assumed for the project by use.
10%	**Anticipated Project Timeline:** This category will be scored based on the proposer's ability to show a plan to meet the Project Schedule. Proposed timeline should be submitted by the project team.
5%	**Interview:** This is reserved for the top three respondents. Final allocations will be posted after the interview process to close out evaluations.
100	**TOTAL POINTS**

B. Interviews

An internal team of The EDC and City staff will conduct interviews with the top 3 Proposers. If invited to interview, Proposers are required to be present.

5. Scope of Services Description

A. Introduction:

The Burleson Economic Development Corporation is pleased to issue this Request for Proposals to identify a partner and master development team ("Developer") to successfully develop owned property at 130 East Renfro Street in Old Town Burleson. The EDC requests responses detailing a developer's experience in similar projects with a preference given to developers that have demonstrated successful downtown revitalization projects. The developer will be expected to support the planning, financing, development, construction, and ownership of a high-quality, mixed-use building.

B. Background

The parcel targeted by this RFP is located on the south side of Renfro Street, a primary corridor in Old Town Burleson, and a primary connection between State Highway 174 and Interstate 35W. The location of the property is adjacent to The Academy at Nola Dunn, and in close proximity to numerous destination restaurants, including The Rim, Rio Mambo, Ol' South Pancake House, and Fish City Grill. The Old Town area has experienced significant re-development since 2005 with newly constructed mixed-use buildings totaling close to 100,000 square feet.

Much of the success of Old Town Burleson's current revival can be attributed to the vision cast in 1995 with the development of the "Old Town Development and Preservation Plan". In the years since that Plan was adopted, The EDC has carried out many action items called out in the plan and added hundreds of parking spaces in the railroad right-of-way, recruited Babe's Chicken Dinner House, and invested in infrastructure and hardscaping on multiple occasions. All told, The EDC has expended more than $12,000,000 to support the re-development of the district. This has helped leverage tens of millions of dollars of private investment in the district.

C. Goals & Objectives

The EDC's preferred development vision includes the demolition of the existing building and the subsequent construction of multi-story buildings and parking on the site. The new buildings would front Renfro Street and include walkable treatments consistent with the Old Town District and pedestrian connections to adjacent developments.

Proposals should show an emphasis and adherence to the plan. More details regarding the Plan and a link to the document are included in Appendix A, Sec. D.2.

D. Scope of Services Requested

1. Project Overview

130 East Renfro Street – New Commercial Buildings

- Allow retail, restaurant and office use no more than 40 feet in height requiring retail and restaurant on the bottom floor
- All options to include consistency with Old Town architecture, market base rent and tie into the Old Town districts walkability
- Will consider all options that may not follow the desires above
- Residential components will not be considered

2. Old Town Planning & Improvement Activities

Old Town Burleson is experiencing a pronounced rebirth due to decades of investment and strong planning work. Starting more than 20 years ago with the Old Town Development and Preservation Plan, The EDC 4A Board and City Staff have worked to install strategic improvements and make decisions that foster a vibrant and beneficial district.

In the years since that Plan was adopted, The EDC added hundreds of parking spaces in the railroad right-of-way, recruited Babe's Chicken Dinner House, and invested in infrastructure and hardscaping on multiple occasions. All told, The EDC has expended more than $12,000,000 to support the re-development of the district. This has helped leverage tens of millions of dollars of private investment in the district.

In 2015, the Congress for New Urbanism (CNU) approached The EDC about conducting a legacy charrette in Old Town Burleson due to its unique position and success in the Dallas/Fort Worth area. City leaders met with nationally recognized planners and architects in Old Town to discuss projects that could build upon our success but also lay groundwork for a truly walkable, mixed-use district. The professional presentation that includes concept drawings of the Old Town plaza and key development tracts is linked below. Please click the following link to view the report:

https://www.cnu.org/sites/default/files/CNU_BurlesonLegacyCharretteReport_Final_LowRes.pdf

After the CNU legacy charrette, The EDC worked to complete an update to the Old Town Development Plan. The Plan guides the vision of future development of Old Town by implementing many ideas from the CNU charrette. The plan places an emphasis on a public plaza, and Old Town identity, safe and walkable rail crossings, higher education and expanded living opportunities. Please click the following link to view the Plan Update:

OTP-Update---adopted (burlesontx.com)

The EDC has invested in many actions items since its adoption in 2016. To date, more public parking has been completed on Bufford and N. Main Streets, and improvements to E. Renfro St. that have calmed traffic and increased walkability, quiet zone crossings at rail have silenced train horns, and the landmark Mayor Vera Calvin Plaza has provided a public space for families to gather and the community to celebrate events.

3. Preferred Development Scenario

The preferred development scenario is a combination of commercial buildings that includes destination restaurants, small brewery/distillery or other active uses on the ground floor combined with small shop retail. The upper floors would be focused on office. Exterior appearances should capitalize on the historic architecture present in Burleson and other Texas downtowns. The buildings should contribute to the overall Old Town appearance through simple yet tasteful detail. Neither building should exceed 40ft in height, however taller buildings will be considered.

Ground floor suites should be easily finished to suit a variety of retail space requirements. Old Town is already known for its eclectic group of destination restaurants. It is anticipated that at least one retail space on the ground floor should be focused on a restaurant use with outdoor patio seating. Interior finish-out should be limited, so to not restrict the needs and options for future tenants and the application of building codes should insure any retail/commercial use. Office space and similar uses would not be allowed on the ground floors.

4. Pre-Proposal Conference

All respondents are strongly encouraged to attend the pre-proposal conference prior to submitting their proposal. The virtual pre bid conference will begin at 9:00 a.m. CST, on, June 15, 2022. A link will be provided in Bonfire.

Attendance is strongly encouraged, as potential respondents will have an opportunity to ask questions and/or seek clarification regarding any and all aspects of this solicitation. The EDC will provide written responses in the form of an Addendum for all questions received at the pre-proposal conference or submitted via Bonfire.

Verbal discussions at the vendors' conference shall not be considered part of the RFP unless confirmed in writing by The EDC and incorporated into this RFP.

Questions asked at the conference that cannot be adequately answered during the conference may be deferred. A copy of the questions and official answers will be posted as an addendum through Bonfire.

5. Rejection of Offers

The EDC reserves the right to reject any or all offers, in whole or in part, received in response to this RFP at any time prior to the execution of a written contract. Issuance of this RFP in no way constitutes a commitment by The EDC to award a contract. This RFP is designed to provide vendors with the information necessary to prepare a competitive proposal.

The EDC reserves the right to negotiate the terms of the contract with the selected Bidder prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring Bidder, The EDC may negotiate a contract with the next highest scoring Bidder.

6. Criminal History & Background Investigation

The EDC reserves the right to conduct criminal history and other background investigations of the vendor, its officers, directors, shareholders, or partners and managerial and supervisory personnel retained by the vendor for the performance of the contract.

7. Release of Claims

By submitting an offer, the respondent agrees that it will not bring any claim or cause of action against The EDC based on any misunderstanding concerning the information provided herein or concerning The EDC's failure, negligent or otherwise, to provide the vendor with pertinent information as intended by this RFP.

8. Presentations & Demonstrations

Vendor’s key personnel may be required to participate in a panel interview. Only representatives of the evaluation team and the presenting Vendor will be permitted to attend the oral interviews. All Vendors submitting proposals may not have an opportunity to interview. Any cost(s) incidental for the interviews and/or demonstrations shall be the sole responsibility of the Vendor.

Appendix B – Proposal

All proposals submitted to The EDC Burleson Economic Development Corporation shall include this page with the submitted Proposal.	
RFP Number:	**RFP 2022-012**
Project Title:	**Sale or long-term ground lease of real property located at 130 East Renfro Street**
Submittal Deadline:	**July 29, 2022 @ 3:00 P.M. (CST)**

Submit Electronically* to:
https://burlesontx.bonfirehub.com/login
* Requires email account login and password.

Proposer Information:

Proposer's Legal Name:	The Carnegie Holding Company, LLC DBA CHC Development		
Address:	451 South Main, Suite 200		
City, State & Zip	Fort Worth, Texas 76104		
Federal Employers Identification Number #	27-0951138		
Phone Number:	817-288-3033	**Fax Number:**	
E-Mail Address:	rian@chcdev.com; rory@chcdev.com; caroline@chcdev.com; abby@chcdev.com		

Proposer Authorization

I, the undersigned, have the authority to execute this Proposal in its entirety as submitted and enter into a contract on behalf of the Proposer.

Printed Name and Position of Authorized Representative: Rian Maguire

Signature of Authorized Representative: _____

Signed this 12th (day) of July (month), 2022 (year)

I learned of this Request for Proposals by the following means:

☐ Newspaper Advertisement

☐ Bonfire

☑ Other

Appendix B – Proposal (continued)

I. REQUIRED PROPOSAL INFORMATION. IN ORDER FOR A PROPOSAL TO BE CONSIDERED COMPLETE, AND TO BE EVALUATED FOR A CONTRACT AWARD BY THE EDC, PROPOSER MUST SUBMIT ALL OF THE FOLLOWING INFORMATION:

1. **Format and Content of Offer:**

These instructions prescribe the format and content of the offer. They are designed to facilitate a uniform review process. Failure to adhere to the proposal format may result in the disqualification of the proposal. It is the request of The EDC that the following section headings be used in the responses to this RFP and that they be arranged in the order as listed in the proposal. The respondent should provide a table of contents and should label divider tabs. Responses must be in sufficient detail to permit an understanding and comprehensive evaluation of the offer/qualifications.

2. **Letter of Transmittal:**

The response will clearly state the identity and address of the respondent. Additionally, the letter must contain a statement that the respondent understands the requirements of this RFP and is committed to provide all services and features contained in its proposal. If the respondent is a partnership, corporation or other entity other than an individual, the letter must be signed by an officer authorized to obligate the entity.

3. **Required Forms and Documents:**

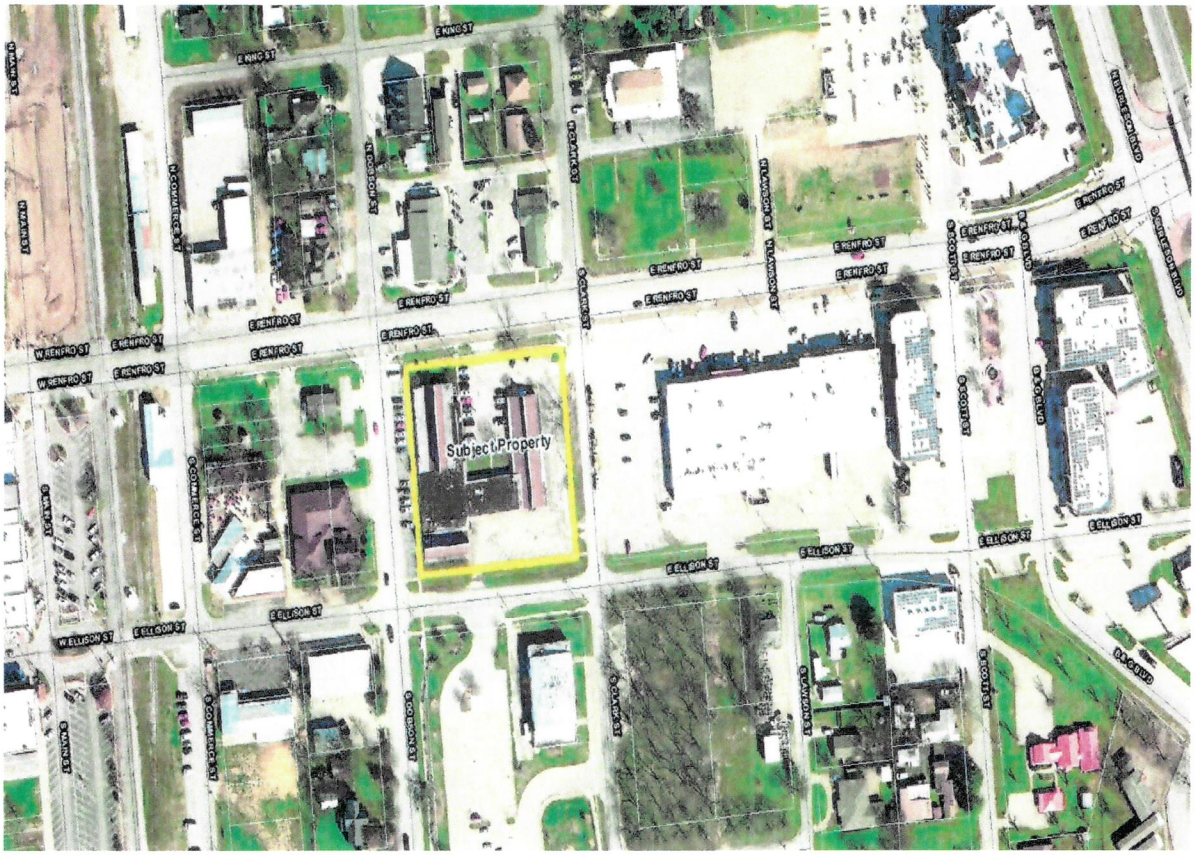
Include in this section the completed and properly executed standard forms required by this procurement. These include:

- Exhibit A – Scope of Services
- Exhibit B – Proposal Cover Outline
- Exhibit C – CIQ Form
- Exhibit D – No Intent to Submit
- Exhibit E - House Bill 89 Form
- Exhibit F – HB 1295 Form
- Project Investment and Costs
- Proposed Transaction Details
- Project Team Description (Development Team, Design Team, Finance Team, etc.)
- Preliminary Project Schedule (Contract, Design, Construction, Opening)
- References of Project Team and Demonstration Projects of Note
- Preliminary Project Sketch

Submittals reviewed and evaluated based on the provided criteria. The categories are weighted and will be scored by an internal committee of City staff. Staff members from The City Manager's Office, Economic Development, Finance Department, and other project partner organization

4. Location and Parcel Maps:

A. Site Map



B. Map of Adjacent Restaurants and Activity Generators

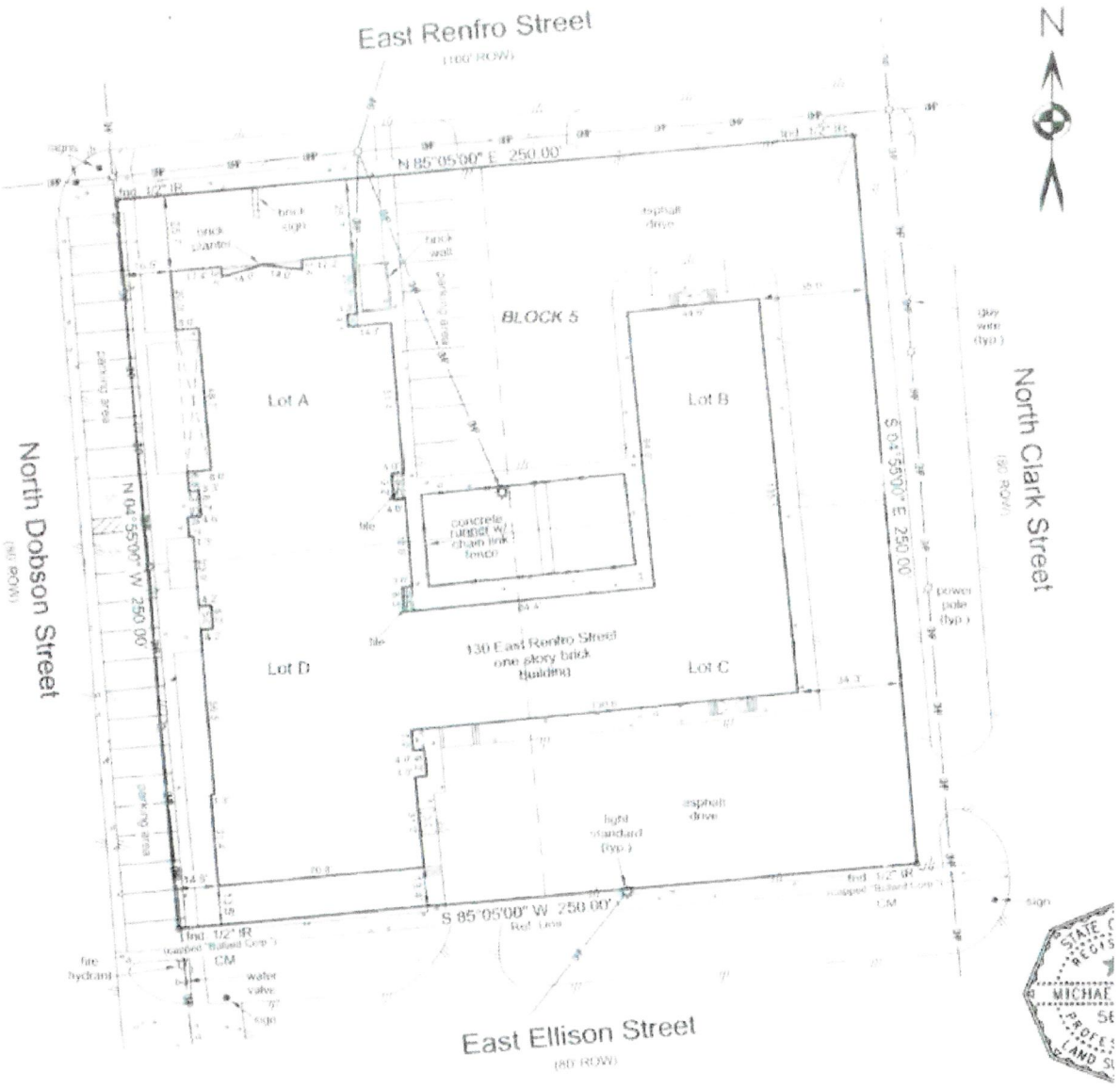


ID	Place Name
1	Grump's Hamburgers
2	Fresco's Mexican Cocina
3	Pandan Thai Kitchen
4	Babe's Chicken Dinner House
5	City Market
6	Ol' South Pancake House
7	Fish City Grill
8	Rio Mambo
9	The Rim

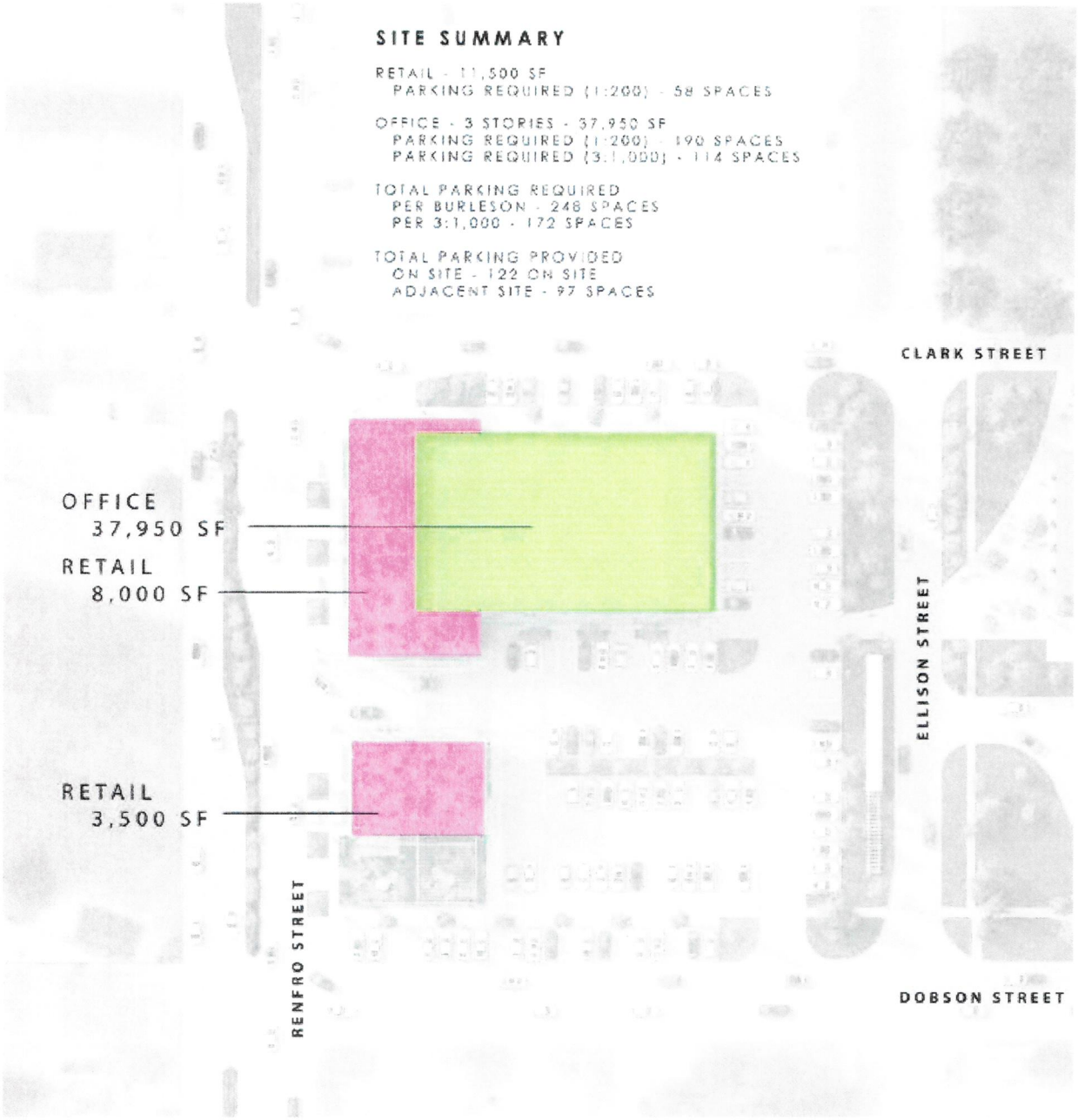
C. Vicinity Map



D. Clip from Boundary Survey of 130 E. Renfro St.



E. Preferred Development Vision



5. **References:**

A list of five (3) government customer references **(other than The Burleson Economic Development Corporation),** who can verify the quality of service your company provides must be included in order for the submittal to be responsive. Vendor references must include the following:

Name of the reference, organization, phone number, e-mail and project website (if available)

6. **Federal, State and/or Local Identification Information**

A. Centralized Master Bidders List registration number: N/A.

B. Prime contractor HUB / MWBE registration number: N/A.

C. An individual Proposer acting as a sole proprietor must also enter the Proposer's Social Security Number: #_____-_____-_____.

7. **Emergency Business Services Contact Notice**

During a natural disaster, or homeland security event, there may be a need for The Burleson Economic Development Corporation to access your business for products or services after normal business hours and/or holidays.

For this purpose, a primary and secondary emergency contact name and phone number are required. It is critical the vendor's emergency contact information remains current. City shall be contacted by E-mail with any change to a contact name or phone number of these emergency contacts.

The contractor shall provide the names, phone numbers and fee (pricing), if any, for an after-hours emergency opening of the business listed below.

Business Name: CHC Management

Contract #: _____

Description: _____

Primary Contact (Name): Rory Maguire

Primary Contact Phone Numbers: Home: _____ Cell: 917.297.4194

Secondary Contact (Name): Rian Maguire

Secondary Contact Phone Numbers: Home: _____ Cell: 817.881.0373

After Hours emergency opening fee, if applicable: $_____

II. ***CONTRACT TERMS AND CONDITIONS. EXCEPT WHERE PROPOSER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED PROPOSAL, ANY CONTRACT RESULTING FROM THIS RFP WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH PROPOSER HEREBY ACKNOWLEDGES, AND TO WHICH PROPOSER AGREES BY SUBMITTING A PROPOSAL:***

1. Miscellaneous

A. Assignments: The rights and duties awarded the successful Proposer shall not be assigned to another without the written consent of the Purchasing Manager. Such consent shall not relieve the assigner of liability in the event of default by the assignee.

B. Liens: Proposer shall indemnify and save harmless The EDC against any and all liens and encumbrances for all labor, goods, and services which may be provided to The EDC by Proposer or Proposer's vendor(s), and if The EDC requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to The EDC.

C. Gratuities / Bribes: Proposer certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Proposer, or its agent or representative, to any City officer, employee or elected representative, with respect to this RFP or any contract with The EDC, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract.

D. Financial Participation: Proposer certifies that it has not received compensation from The EDC to participate in preparing the specifications or RFP on which the Proposal is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.

E. Authority to Submit Proposal and Enter Contract: The person signing on behalf of Proposer certifies that the signer has authority to submit the Proposal on behalf of the Proposer and to bind the Proposer to any resulting contract.

F. Compliance with Applicable Law: Proposer agrees that the contract will be subject to, and Proposer will strictly comply with, all applicable federal, state, and local laws, ordinances, rules, and regulations.

H. Compliance with HB 89: Proposer agrees per HB 89 vendor shall not boycott Israel at any time while providing products or services to The EDC Burleson Economic Development Corporation.

[✓] Yes, we agree [ ] No, we do not agree [ ] N/A

I. Compliance with SB 252: Proposer agrees per SB 252 vendor shall not do business with Iran, Sudan or a foreign terrorist organization while providing products or services to The EDC Burleson Economic Development Corporation. **[✓] Yes, we agree [ ] No, we do not agree**

2. Financial Responsibility Provisions

A. Insurance: The Proposer, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified) as City may require:

1. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;

2. Commercial General Liability insurance, including Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability,

Premises Liability, Medical Payments, Interest of Employees as additional insureds, and Broad Form General Liability Endorsements, for at least One Million Dollars ($1,000,000) Combined Single Limit Bodily Injury and Property Damage on an occurrence basis;

3. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage for at least One Million Dollars ($1,000,000) Combined Single Limit Bodily Injury and Property Damage.

B. **Indemnification: Proposer agrees to defend, indemnify and hold harmless The EDC, all of its officers, Council members, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages and liabilities, including reasonable attorneys' fees, court costs and related expenses, arising out of, connected with, or resulting from any acts or omissions of Proposer or any agent, employee, subcontractor, or supplier of Proposer in the execution or performance of this contract without regard to whether such persons are under the direction of City agents or employees.**

4. Term of Contract and Option to Extend

A. Any contract resulting from this RFP shall be effective **until completion of the project subject to approval and acceptance from the Burleson Economic Development Corporation.**

Appendix C – Form CIQ

INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

WHO: The following persons must file a Conflict of Interest Questionnaire with The EDC if the person has an employment or business relationship with an officer of The EDC that results in taxable income exceeding $2,500 during the preceding twelve – month period, or an officer or a member of the officer's family has accepted gifts with an aggregate value of more than $250 during the previous twelve – month period and the person engages in any of the following actions:

1. contracts or seeks to contract for the sale or purchase of property, goods or services with The EDC, including any of the following:
   a. written and implied contracts, utility purchases, purchase orders, credit card purchases and any purchase of goods and services by The EDC;
   b. contracts for the purchase or sale of real property, personal property including an auction of property;
   c. tax abatement and economic development agreements;
2. submits a bid to sell goods or services, or responds to a request for proposal for services;
3. enters into negotiations with The EDC for a contract; or
4. applies for a tax abatement and/or economic development incentive that will result in a contract with The EDC

EXCLUSIONS: A questionnaire statement need not be filed if the money paid to a local government official was a political contribution, a gift to a member of the officer's family from a family member; a contract or purchase of less than $2,500 or a transaction at a price and subject to terms available to the public; a payment for food, lodging, transportation or entertainment; or a transaction subject to rate or fee regulation by a governmental entity or agency.

WHAT: A person or business that contracts with The EDC or who seeks to contract with The EDC must file a "Conflict of Interest Questionnaire" (FORM CIQ) which is available online at www.ethics.state.tx.us and a copy of which is attached to this guideline. The form contains mandatory disclosures regarding "employment or business relationships" with a municipal officer. Officials may be asked to clarify or interpret various portions of the questionnaire.

WHEN: The person or business must file:

1. the questionnaire – no later than seven days after the date the person or business begins contract discussions or negotiations with the municipality, or submits an application, responds to a request for proposals or bids, correspondence, or other writing related to a potential contract or agreement with The EDC; and
2. an updated questionnaire – within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate.

It does not matter if the submittal of a bid or proposal results in a contract. The statute requires a vendor to file a FORM CIQ at the time a proposal is submitted or negotiations commence.

WHERE: The vendor or potential vendor must mail or deliver a completed questionnaire to the Finance Department.

ENFORCEMENT: Failure to file a questionnaire is a Class C misdemeanor punishable by a fine not to exceed $500. It is an exception to prosecution that the person files a FORM CIQ not later than seven business days after the person received notice of a violation.

NOTE: The EDC does not have a duty to ensure that a person files a Conflict of Interest Questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

N/A

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____

Signature of person doing business with the governmental entity

7/12/2022

Date

Adopted 06/29/2007

N/A

Appendix D – No Intent to Submit Form

If your firm has chosen <u>not</u> to submit a proposal for this procurement, please complete this form and submit to:

Burleson Economic Development Corporation
141 West Renfro
Burleson, Texas 76028

Please check all items that apply:

- ☐ Do not sell the item(s) required
- ☐ Cannot be competitive
- ☐ Cannot meet specifications highlighted in the attached request
- ☐ Job too large
- ☐ Do not wish to do business with The EDC Burleson Economic Development Corporation
- ☐ Cannot submit electronically
- ☐ Cannot provide Insurance required
- ☐ Cannot provide Bonding required
- ☐ Cannot comply with Indemnification requirement
- ☐ Job too small
- ☐ Other: _____

Company Name (Please print): The Carnegie Holding Company, LLC DBA CHC Development

Authorized Officer Name (Please print): Rian Maguire

Telephone: (817) 288-3033 Fax: (_____) _____

Appendix E – House Bill 89 Form

Prohibition on Contracts with Companies Boycotting Israel
The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott Israel; and
2) will not boycott Israel during the term of the

Contract Pursuant to Section 2270.001, Texas

Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, (authorized official) , do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

1) does not boycott Israel currently; and
2) will not boycott Israel during the term of the contract; and
3) is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Company Name

The Carnegie Holding Company, LLC DBA CHC Development

Signature of Authorized Official

Title of Authorized Official Date

Rian Maguire, Principal July 12, 2022

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-909425

Date Filed:
07/12/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
The Carnegie Holding Company
Fort Worth, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
RFP 2022-012
Development of 130 E. Renfro Street, Burleson, Texas

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
The Carnegie Holding Company, LLC	Fort Worth, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Rory Maguire, and my date of birth is [redacted].

My address is 451 S. Main #200 (street), Fort Worth (city), TX (state), 76104 (zip code), USA (country).

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

Executed in Tarrant County, State of Texas, on the 19th day of July (month), 2022 (year).

Signature of authorized agent of contracting business entity
(Declarant)

SECTION 2

Project Investment and Costs

PROJECT COST/BENEFIT



CHC will continuously work with its project team to optimize the size and scope of the development. Although construction is slated for 2023, below are ground-up shell costs of the various product types in today's dollars:

Office Core/Shell: +/- $250/SF
Retail Shell: +/- $220/SF

Revenue numbers ultimately depend on the final site plan. These projections will be provided to the City once the feasibility study is completed and the project team completes its development plan.

SECTION 3

Proposed Transaction Details

PROPOSED TRANSACTION DETAILS

Hard Costs	
Shell, Sitework, TI	7,120,000
Administration and Contingency	486,065
Hard Cost Total	*7,606,065*

Soft Costs	
Consultants	530,000
Title, Lender, Legal, Accounting	160,568
Property Tax/Rollback/Insurance	133,000
Third Party Reports	99,000
Leasing Commissions	231,016
Interim Interest	425,000
Other Soft Costs	433,711
Soft Cost Total	*2,012,295*

TOTAL	**9,618,360**

SECTION 4

Project Team Description

DEVELOPMENT TEAM SUMMARY

CHC Development has selectively assembled a team of experts to turn the City's dreams into reality.

TEAM ROLE	COMPANY	APPROACH
DEVELOPER	 CHC Development	CHC Development's process for developing a vision for the City of Burleson at 130 East Renfro Street property is a system that includes the development team, City, future tenants, investors, the lender, and **most importantly, the community**. CHC shares Burleson's view that **this development must respond to the community's and City's needs**.
BROKER	LANCARTE COMMERCIAL	LanCarte Commercial has created a firm with the drive of a global player and the compassion of a local expert, all rooted in **integrity, knowledge, and dedication to clients**. LanCarte has a **strong relationship and history with CHC Development as the brokerage of choice** with unmatched expertise in the Metroplex. By utilizing our relationships with local businesses, owners, and stakeholders and leveraging our experience with leasing unique retail and office spaces in urban areas, **we are eager to assist the City of Burleson in surpassing their expectations.**
GENERAL CONTRACTOR	TARRANT CONSTRUCTION SERVICES, LTD. SINCE 1996 + RIDGEMONT commercial construction	Tarrant Construction Services and Ridgemont Commercial Construction have come together to provide the City of Burleson the **strength and capacity of a large general contractor while maintaining the flexibility and agility of a smaller, specialized firm.** Under the direction of CHC Development, Tarrant Construction and Ridgemont will work together to build the City, its citizens and visitors a development that ultimately exceeds expectations. The combined experience of both firms will allows the construction team to **rely upon each other's strengths,** while preventing blind spots by **utilizing lessons learned**.
ARCHITECT	maa architects	**MAA created the Preferred Development Vision for this site**, and **brings to the table a strong relationship with the City.** Therefore, as CHC's creative design consultant, MAA brings the added **benefit of not starting this process from scratch**. We are truly ready to jump in and hit the ground running!. This is a benefit to the City of Burleson because **the firm brings knowledge and viewpoints that will lead to the best design that Burleson could ever wish for.**
CIVIL/STRUCTURAL ENGINEER, LANDSCAPE ARCHITECT, SURVEY MEP ENGINEERING AND TECHNOLOGY	DUNAWAY + BHB	Completing the CHC Development team are **Dunaway** (Civil/Structural Engineering, Landscape Architecture and Survey) and **Baird, Hampton & Brown** (MEP Engineering and Technology). **Both firms have a long-standing history with the City of Burleson and also with the other members of the team.**

DEVELOPER

43

COLLECTIVE YEARS OF EXPERIENCE
IN REAL ESTATE AND PROJECT MANAGEMENT
BETWEEN THE FOUNDERS AND PRINCIPALS,
RORY AND RIAN MAGUIRE

$117

MILLION DOLLARS IN
COMPLETED TRANSACTIONS

430,650

SQUARE FEET OF DEVELOPMENTS,
ACQUISITIONS AND DISPOSITIONS



CHC Development

LET US HELP YOU BUILD YOUR FUTURE TODAY.

Founded by brothers Rory and Rian Maguire, CHC opened its doors in Fort Worth in 2011. With more than 43 years of real estate and project management experience between the Maguires, CHC is well positioned to take advantage of current market conditions and build success. CHC benefits from a wide array of debt and equity relationships. CHC has found success through the acquisition, development, management, and growth of a strategically selected portfolio.

At CHC, we believe in delivering corporate professionalism with the swiftness and care of a small company, and pride ourselves on our commitment to quality, integrity, and the community in which we operate. With a proven track record of successfully closed transactions and satisfied tenants around the DFW metroplex and beyond, we are always looking for new w[illegible]o build relationships and create opportunities.

BROKERAGE TEAM

We are passionate about helping property owners and investment groups transform vacancies into occupied spaces by thinking and acting like entrepreneurs. Because we grasp market complexities relating to tenants, rates, and availabilities, our outreach extends far beyond simple web-based marketing or property signage.

LANCARTE COMMERCIAL

Team Role: Brokerage

437
TOTAL TRANSACTIONS SINCE 2019

8.8
MILLION SQUARE FEET LEASED SINCE 2019

$280M
SOLD/LEASED SINCE 2019

RELENTLESSLY PURSUING WHAT MATTERS TO YOU

LanCarte Commercial was founded by Sarah LanCarte (CCIM & SIOR) after she spearheaded the creation and growth of Fort Capital's commercial division. Also a principal at Transwestern, closing more than 200 transactions totaling more than 7.5 million square feet, Sarah sought to create a firm with the drive of a global player and the compassion of a local expert, all rooted in integrity, knowledge, and dedication to clients.

In the years since, LanCarte has grown to become the team of choice for those seeking a partner who understands today's market, possesses unmatched local expertise, provides a comprehensive service offering, and makes the client experience easy. LanCarte is also known for its strong relationships with local and regional restaurateurs, which is a direct benefit to the City of Burleson and their desire to bring in unique dining experiences for their citizens.

Relationship to Burleson:
Completed the transaction for the Chicken Express Distribution Center and Cold Storage Warehouse

A&E TEAM

The design firms on the CHC Development team are acknowledged by peers as industry-leading trendsetters. The team's unique design capabilities combine form and function to craft an enhanced physical experience and foster a sense of community. Our collaborative approach is driven by the belief that exceptional design is the result of innovation, creative vision and imagination.

maa architects

Team Role: Architecture • Planning • Interior Design

35 Years in business in North Texas

Relationship to Burleson:
Created 130 East Renfro Preferred Development Vision
Created Hidden Creek Mixed-Use Development Preferred Vision
Numerous current and completed Burleson projects

DUNAWAY

Team Role: Civil/Structural Engineering • Landscape Architecture • Survey

66 Years in business in North Texas

Relationship to Burleson:
On the P3 Team for Hidden Creek Mixed-Use Development
Designed Mayor Vera Calvin Plaza
Numerous current and completed Burleson projects

BEB

Team Role: MEP Engineering • Technology

31 Years in business in North Texas

Relationship to Burleson:
On the P3 Team for Hidden Creek Mixed-Use Development
Designed Burleson Service Center and Municipal Courts
Numerous current and completed Burleson proj

GENERAL CONTRACTOR TEAM

With a **combined 70 years of constructing exceptional buildings in North Texas**, the CHC team of general contractors will confidently deliver Superior Service, Attentive Attitude, and Complete Client Confidence.

Team Role: General Contractor

26 Years in business in North Texas

Relevance to this Project:

On the P3 Team for Hidden Creek Mixed-Use Development

Recently completed Trophy Tractor in Burleson

Recently completed projects in Johnson County

RIDGEMONT
commercial construction

Team Role: General Contractor

46 Years in business in North Texas

Relevance to this Project:

On the P3 Team for Hidden Creek Mixed-Use Development

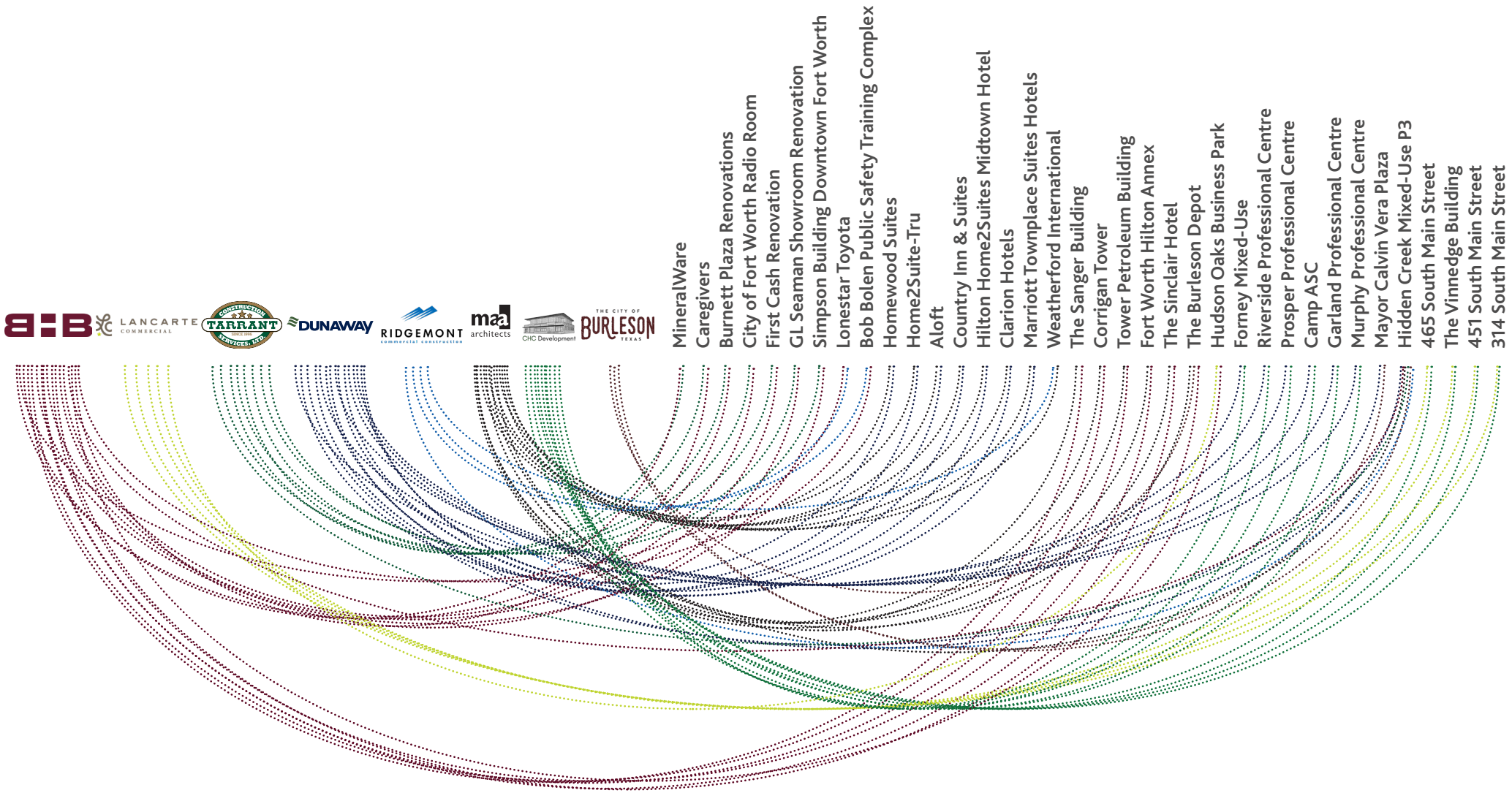
Built Family Toyota in Burleson

Completed a similar size P3 in Fort Worth

EXPERIENCE TOGETHER \\

Team Members

Projects



THE CHC DEVELOPMENT TEAM

TEAM ORGANIZATIONAL CHART

CHC Development
Master Developer

THE CITY OF BURLESON TEXAS



Rian Maguire, P.E.
Principal



Rory Maguire
Principal



Caroline Claure
V.P. of Development



Abby Boyd
Associate



Kyla Downs
V.P. of Business Development

General Contractor



Tim Scott
Principal/Operations

General Contractor



Jason Lillard
President/Principal



Dennis Mason
VP of Field Operations/
Safety Director/Principal

Brokerage



Sarah LanCarte, CCIM, SIOR
President

Architecture, Planning and Interior Design



Milton Anderson, AIA
Principal-in-Charge

Civil, Structural, Landscape and Survey



Jeff Taylor, PE
Regional Manager/Principal

MEP Engineering and Technology



Ken Randall, PE, LEED® AP
Senior Electrical Engineer



Paul Morris, PE
Electrical Engineer



David Weatherford
Preconstruction/
Project Manager



Richard Humpreys
Project Manager



Paul Camp
VP of Operations/Principal



Kevin Lassiter
General Superintendent



Ben Gehrke
Brokerage



Daniel Shelley
Brokerage



John Carruth
Principal/Director of Design



Chang Guo, AIA
Project Architect



Nick Powell, PE
Civil Engineering Lead



Jennifer Douglas, PE
Sr. Structural Engineering Lead



Richard Watters, PE
Senior Mechanical Engineer



Gibran Michel, DBIA, LEED® AP
Senior Mechanical Designer



Damon Norman
Director of Office



Slade Turner
Director



Jenny Carlstrom
Brokerage



Stephanie Park
Marketing



Erin Tallent, RID
Interior Design Director



Amanda Berkes
Associate/Project Manager



Anita Beard, PLA, ASLA
Landscape Architecture Lead



Greg Iffland, RPLS
Survey Lead



Wes Grant
Director of Preconstruction



Jasmine Dominguez
Marketing



RORY MAGUIRE

Principal

Rory Maguire is responsible for reviewing and selecting real estate investment opportunities as well as all aspects of financing. Rory performs financial analysis and help guide the company in its ability to harbor capital from debt and equity relationships, allowing CHC to act quickly and confidently when pursuing new opportunities. In addition, Rory generally handles contract negotiations with homebuilders, tenants, and property owners. CHC has built a portfolio of projects that includes office buildings, retail centers, residential developments, medical office buildings, and land investments.

FUN FACT:

"Rory is an avid sailor"

EXPERIENCE

Started in the Industry

2001

EDUCATION

University of Texas at Arlington
M.S., Real Estate

University of Texas at Arlington
BBA, Marketing

RELEVANT EXPERIENCE

Camp ASC
Fort Worth, TX | 10,000 SF, Ground-up medical office and ambulatory surgery center

The Vinnedge Building (TVB)
Fort Worth, TX | 45,581 SF, Adaptive use of a 1927 building for office use

451 South Main
Fort Worth, TX | 15,223 SF, Renovation and expansion of an existing building for office use

465 South Main
Fort Worth, TX | 13,453 SF, In progress, Ground-up mixed use with outdoor patio space

314 South Main
Fort Worth, TX | 9,050 SF, In progress, Renovation and expansion of an existing building into a mixed use development with outdoor patio space

Forney Mixed-Use
Forney, TX | 15,000 SF, In progress, Ground-up retail building

Harmon Retail
Fort Worth, TX | 26,000 SF, In progress, Ground-up 2-story construction of three (3) retail buildings, outdoor patio space, and parking for patrons

CHC Development



RIAN MAGUIRE, PE

Principal

EXPERIENCE

Started in the Industry

2001

CERTIFICATIONS

Professional Engineer, Texas No. 95782

EDUCATION

University of Texas at Arlington
Master of Business Administration

University of Texas at Arlington
B.S., Civil / Environmental Engineering

Rian Maguire is responsible for the feasibility analysis and development or redevelopment of commercial projects selected by the company. His specific activities include acquisition and entitlement, financial analysis, development planning and management, and all aspects of coordinating details with city officials, contractors and consultants from procurement to completion of each project.

FUN FACT:

"Rian and his brother Rory decided by the time they were juniors in high School that they would own a company and build buildings"

RELEVANT EXPERIENCE

Camp ASC
Fort Worth, TX | 10,000 SF, Ground-up medical office and ambulatory surgery center

The Vinnedge Building (TVB)
Fort Worth, TX | 45,581 SF, Adaptive use of a 1927 building for office use

451 South Main
Fort Worth, TX | 15,223 SF, Renovation and expansion of an existing building for office use

465 South Main
Fort Worth, TX | 13,453 SF, In progress, Ground-up mixed use with outdoor patio space

314 South Main
Fort Worth, TX | 9,050 SF, In progress, Renovation and expansion of an existing building into a mixed use development with outdoor patio space

Forney Mixed-Use
Forney, TX | 15,000 SF, In progress, Ground-up retail building

Harmon Retail
Fort Worth, TX | 26,000 SF, In progress, Ground-up 2-story construction of three (3) retail buildings, outdoor patio space, and parking for patrons

CHC Development



Caroline Claure is responsible for all of the company's project management, and accounting activities. She is an integral member of property closings, bank and legal correspondence, construction draws, and expense reconciliation for all of CHC's development projects.

FUN FACT:

"Caroline is half Bolivian"

CAROLINE CLAURE

V.P. of Development

EXPERIENCE

Started in the Industry

'11

EDUCATION

University of Texas at Arlington
M.S., Real Estate

University of Texas at Arlington
B.S., Psychology

RELEVANT EXPERIENCE

Camp ASC
Fort Worth, TX | 10,000 SF, Ground-up medical office and ambulatory surgery center

The Vinnedge Building (TVB)
Fort Worth, TX | 45,581 SF, Adaptive use of a 1927 building for office use

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Fort Worth, TX | 26,000 SF, In progress, Ground-up 2-story construction of three (3) retail buildings, outdoor patio space, and parking for patrons

CHC Development



ABBY BOYD

Associate

EXPERIENCE

Started in the Industry

'21

EDUCATION

University of Texas at Arlington
M.S., Real Estate

John Cabot University
B.A., International Business

As Associate, Abby Boyd provides support in the strategic planning, project management, and financial oversight of new build and value-add development projects. She is responsible for financial modeling and analysis, performing financial, operational, and legal due diligence, producing lender/investor reports, budgeting, cash flows, and various other development and management tasks.

FUN FACT:

"Abby lived in Italy for 5 years"

RELEVANT EXPERIENCE

Camp ASC
Fort Worth, TX | 10,000 SF, Ground-up medical office and ambulatory surgery center

The Vinnedge Building (TVB)
Fort Worth, TX | 45,581 SF, Adaptive use of a 1927 building for office use

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Harmon Retail
Fort Worth, TX | 26,000 SF, In progress, Ground-up 2-story construction of three (3) retail buildings, outdoor patio space, and parking for patrons

CHC Development



Kyla Dell Downs is responsible for generating marketing content for CHC Development's commercial portfolio. Kyla is also CHC's resident drone pilot and social media manager. Additionally, she is responsible for preparing investor reports and marketing material for all new and current developments.

FUN FACT:

"Kyla is a twin"

KYLA DOWNS

V.P. of Business Development

EXPERIENCE

Started in the Industry

'17

CERTIFICATIONS

Licensed Real Estate Agent in the State of Texas

EDUCATION

Texas Christian University
B.S., Sociology & Anthropology

RELEVANT EXPERIENCE

Camp ASC
Fort Worth, TX | 10,000 SF, Ground-up medical office and ambulatory surgery center

The Vinnedge Building (TVB)
Fort Worth, TX | 45,581 SF, Adaptive use of a 1927 building for office use

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CHC Development



As a leader in the commercial real estate industry, Sarah LanCarte founded her firm to provide clients with the highest possible returns on their commercial real estate investment. Prior to establishing LanCarte Commercial, she spearheaded the creation and growth of the commercial division at a distinguished firm and was a principal at a national company, closing more than 200 transactions totaling more than 7.5 million square feet. Sarah is responsible for networking and business development within the community. With her leadership, dedication, and relationships, she will continue to build a reputation throughout the state.

FUN FACT:

"Sarah loves to hunt and spend time on her ranch"

SARAH LANCARTE, CCIM, SIOR

President

EXPERIENCE

Started in the Industry

'10

EDUCATION

Auburn University
B.S. in Finance

RELEVANT EXPERIENCE

Chicken Express Warehouse
Burleson, TX | 89,581 SF, Distribution Center and Cold Storage Warehouse

314 South Main Street
Fort Worth, TX | 3,811 SF, Office & Retail Space with Patio For Lease - *Partnered with CHC Development*

451 South Main Street
Fort Worth, TX | 2,232 SF, 100% leased multi-tenant mixed use development - *Partnered with CHC Development*

601 South Main
Fort Worth, TX | 3,146 SF Fully-leased retail space in a newly-built mixed-use building

The Vinnedge Building
Fort Worth, TX | 41,911 SF, Historically-preserved office space for lease, located in the Stockyards *- Building renovated by CHC Development*

465 South Main Street
Fort Worth, TX | 7,713 total SF, Class-A office and retail space for lease, brand new multi-tenant building - *Partnered with CHC Development*

LANCARTE COMMERCIAL



TIM SCOTT

Principal / Operations

EXPERIENCE

Started in the Industry

'86

EDUCATION

Texas A&M University
B.S. Industry and Technology,
Construction Management Emphasis

Tim founded Tarrant Construction Services in 1996 and serves as principal, as well as overseeing all corporate operations. He is an accomplished 34-year industry veteran with a successful track record of meeting and exceeding client expectations, providing exemplary leadership, and promoting company values.

Tim is responsible for day-to-day leadership and management that supports the company's strategic plans, financial goals, client relationships, and the successful delivery of all projects.

FUN FACT:

"Works out in the mornings so he can eat Blue Bell in the evenings"

RELEVANT EXPERIENCE

Hidden Creek Mixed-Use
Burleson, TX | In-progress, P3 mixed-use development in conjunction with the City of Burleson

Trophy Tractor
Burleson, TX | 22,400 SF, Ground-up industrial facility

Fort Worth Museum of Science and History
Fort Worth, TX | Numerous projects of varying size and complexity

Dallas Museum of Art
Dallas, TX | Exhibit and interior finish-out work (numerous projects)

Perot Museum
Dallas, TX | Exhibit and interior finish-out work (numerous projects)

Tri-County Electric
Aledo, TX | 43,966 SF, Interior finish-out of an existing shell space to house the Corporate HQ for an electrical cooperative

The Fort Worth Club
Fort Worth, TX | Numerous high-end finish-out projects including men's and women's fitness centers, Presidential Office and the Davey O'Brien Lounge

Burnett Oil
Fort Worth, TX | 21,500 SF, Renovation of an existing headquarters utilizing high-end interior finishes

Chesapeake Energy
Fort Worth, TX | Interior renovation of former PierOne Corporate Headquarters into high-end Class A office space

Cowboys Golf Club
Grapevine, TX | 13,500 SF, Renovation of existing high-end golf club

CONSTRUCTION TARRANT SERVICES, LTD. SINCE 1996



David has more than 30 years of construction industry experience. As estimator and project manager for Tarrant Construction, David is responsible for ensuring the accuracy and completeness of project estimates and budgets. He coordinates with internal personnel, subcontractors, and vendors, to provide quality preconstruction and estimating services.

During the construction phase, David manages the project team in all areas of construction, and is responsible for the overall direction, completion, and financial outcome of the project.

FUN FACT:

"Hiked to the bottom of the Grand Canyon and back out at age 52"

DAVID WEATHERFORD

Estimator / Project Manager

EXPERIENCE

Started in the Industry

'87

CERTIFICATIONS

HUB/DBE Coordinator

EDUCATION

Texas A&M University
B.S. Construction Science

RELEVANT EXPERIENCE

Hidden Creek Mixed-Use
Burleson, TX | In-progress, P3 mixed-use development in conjunction with the City of Burleson

Trophy Tractor
Burleson, TX | 22,400 SF, Ground-up industrial facility

Tri-County Electric
Aledo, TX | 43,966 SF, Interior finish-out of an existing shell space to house the Corporate HQ for an electrical cooperative

AG Texas
Stephenville, TX | 7,650 SF, Ground-up financial center

Burnett Oil
Fort Worth, TX | 21,500 SF, Renovation of an existing headquarters utilizing high-end interior finishes

AG Texas
Hillsboro, TX | 4,298 SF, Ground-up financial center

Cook Children's Medical Center
Multiple Locations in TX | Numerous projects including new construction and interior finish-outs

EDS Corporate Hangars
Multiple Locations in Texas | 30,000-66,000 SF, Ground-up corporate hangars and offices

Dallas Police Headquarters
Dallas, TX | Complete interior finish-out, site work, and landscaping for the new City of Dallas Jack Evans Police Headquarters

Chesapeake Energy
Carrizo Springs, TX | 24,858 SF, Ground-up office complex

Frito Lay Corporate Hangar
Addison, TX | 25,000 SF, Ground-up corporate hangar and offices

Luminate Worldwide
Dallas, TX | 40,000 SF, Ground-up office

CONSTRUCTION TARRANT SERVICES, LTD. SINCE 1990



Richard Humphreys is an experienced superintendent with an outstanding safety record. He has a strong background in interior finish-out and renovation projects with extensive carpentry knowledge.

Richard's experience includes both small and large project supervision, client relations, attention to detailed workmanship, scheduling/subcontractor coordination, and meeting deadline obligations.

FUN FACT:

"Hung out backstage with Garth Brooks and his first wife while he was on tour with Trisha Yearwood"

RICHARD HUMPHREYS

Project Superintendent

EXPERIENCE

Started in the Industry

'82

CERTIFICATIONS

- OSHA 10-Hour
- SWPPP Certified

RELEVANT EXPERIENCE

Healthcare Realty Trust
Fort Worth, TX | Multiple renovations and interior finish-outs for medical spec suites

Texas Health Resources
Fort Worth, TX | Renovation of clinic space for HEB Nethery Eye, HEB Endocrine, and Texas Neurosurgical Spine

Regional Dialysis Clinics
Multiple Locations, TX | Mesquite Clinic, Carrollton Clinic, and Bedford Clinic

Cooks Children Clinics
Multiple Locations, TX | Boat Club Rd. Clinic, John Ryan Plaza, and Southlake Clinic Renovations

Perot Museum
Dallas, TX | Multiple museum exhibits including Eye of Collector Exhibit Walls, Being Human Exhibit, and Earth Hall Refresh

Dallas Museum of Arts
Dallas, TX | Multiple museum exhibits including Power of Gold Exhibit, Laura Owens Exhibit, McDermott Exhibit, and Ida O'Keefe Exhibit

Fort Worth ISD
Fort Worth, TX | Renovations for Diamond Hill, Jarvis High School, Wilkerson-Greines Athletic Complex and Clark Stadium, and Meacham Middle School

Irving ISD
Irving, TX | Good Elementary renovations, Bowie Middle School renovations and new cafeteria/kitchen, MacArthur High School renovations and new gymnasium, and Lamar Middle School

Corsicana ISD
Corsicana, TX | Renovation and new gymnasium for high school

Richardson ISD
Richardson, TX | Demolition and renovation of senior football stadium press box and grandstands

Ennis ISD
Ennis, TX | New middle school

CONSTRUCTION TARRANT SINCE 1996 SERVICES, LTD.



As President of Ridgemont, Jason is responsible for creating a vision and establishing the direction of the firm. Jason owns the strategic planning process which is primarily focused on diversification and differentiation. Jason fosters an environment that supports the Ridgemont culture and sets expectations for performance.

Considered to be Ridgemont's Head Coach and Head Cheerleader, Jason keeps the team going on a daily basis!

Fun Fact:

"Self-proclaimed Bob Vila with projects constantly under construction at his house"

JASON LILLARD

President/Principal

EXPERIENCE

Started in the Industry

'93

CERTIFICATIONS

- TEXO (AGC)
- LMI Personal Leadership Course
- Green Advantage Certified
- North Texas Chapter of USGBC

EDUCATION

University of North Texas
B.S. in Construction Technology and Business Management

RELEVANT EXPERIENCE

Jason has a passion for continuous improvement and innovation, partnering with the Executive Management Team to optimize the overall potential of the company. He is a very client-focused President and spends a considerable amount of time with our valued clients and other industry partners.

Since joining Ridgemont in 1999 as a Vice President, he has been an integral part of the company's evolution. His extensive knowledge of clients, markets, industry standards and best construction practices benefit our clientele and attribute to Ridgemont's success.

Jason firmly believes in anticipating the client's needs and exceeding their expectations. In addition, he focuses on working closely with architects and engineers to develop tailored scope of services per project to generate client cost savings, as well as assisting our pre-construction and estimating teams in developing value added options.

His extensive knowledge of current market conditions and best construction practices are an asset for all Ridgemont projects.

Jason brings considerable value to the 130 East Renfro Street project from his experience facilitating the process for the large Public-Private-Partnership that Ridgemont completed for the City of Fort Worth Bob Bolen Public Safety Training Complex.



DENNIS MASON

VP of Field Operations/Safety Director/Principal

EXPERIENCE

Started in the Industry

'82

CERTIFICATIONS

- TEXO (AGC)
- OSHA 10-Hour
- First Aid, CPR & AED
- SWPPP Certified

EDUCATION

University of North Texas
B.S. Construction Science

Dennis is a nearly 40-year veteran of the construction industry and has directed field operations including quality control and safety processes on a multitude of commercial and public projects. Dennis has been with Ridgemont for the majority of his career and oversees all of our projects in the field.

As Safety Director, Dennis has ensured that Ridgemont has had zero safety citations issued in the last five years, and that the firm's EMR averages 0 .76.

Fun Fact:

"Hot-Rods, hunting and cooking make life better!"

RELEVANT EXPERIENCE

Dennis has been the General Superintendent of all projects listed in this RFQ.

As Safety Director, Dennis's duties include participation in preconstruction phase safety coordination and corporate-wide field safety operations for the firm. His expertise is his ability to anticipate safety issues, enforce safety regulations and his knowledge of complex building systems have contributed to the success of multiple projects for Ridgemont.

Dennis is directly responsible for regulating the safety procedures and ensuring proper safety training for all superintendents/ crew leaders and is indirectly responsible for approximately 500 construction workers at any given time. He provides oversight not only for safety, but also for quality, productivity, and construction techniques.

Dennis is a strict enforcer of the policies and regulations that have contributed to Ridgemont's impeccable EMR and zero lost time in the past 5 years. He contributes to the success of each of Ridgemont's projects by ensuring that each team member and specialty contractor is properly safety trained and highly aware of the procedures that keep our jobs safe and incident free.

After joining Ridgemont Commercial Construction in 1986 as a Project Superintendent, Dennis worked up through the ranks and was promoted to the Vice President of Field Operations & Safety Director position and also became a Principal of the firm.



As VP of Operations, Paul is responsible for h providing direction for all aspects of production within the company. Paul is constantly thinking about operational structure and how to develop our people to be the best in the industry regarding their own skill sets, abilities to work with each other and most importantly service our clients.

Paul is the go-to for staffing each project with the exact team who can pull it off.

Fun Fact:

"Paul and his wife met at the National Finals Rodeo and breed champion reining horses"

PAUL CAMP

Vice President of Operations/Principal

EXPERIENCE

Started in the Industry

'93

CERTIFICATIONS

- TEXO (AGC)
- LMI Personal Leadership Course
- Green Advantage Certified
- North Texas Chapter of USGBC

EDUCATION

University of North Texas
B.S. in Construction Technology and Business Management

RELEVANT EXPERIENCE

Paul is an integral part of recruiting, hiring, on-boarding, training and developing Ridgemont personnel. He has been instrumental in directly impacting our competitive advantage, team proficiency and providing successful value based solutions throughout the construction process.

Paul oversees and provides executive level leadership to each of Ridgemont's projects with a focus on results and speed of implementation. He continually measures progress and adjusts processes accordingly to ensure operational excellence and the overall success of the company.

Staffing a project with the right team is paramount to a project's success and Paul excels at considering all areas of the project and putting the perfect team together to execute it flawlessly.

Paul also works closely with Micah Cunningham, Ridgemont's Director of Training and Innovation, to develop the skills of each member of the production department, resulting in a staff that truly is the best in the industry.

Paul previously worked at Dal-Mac Construction, where he was a Project Manager.

After joining Ridgemont in 2003, Paul worked his way up in the company to the VP of Operations position, as well as becoming a Principal.



WES GRANT

Director of Preconstruction

EXPERIENCE

Started in the Industry

'11

EDUCATION

Texas A&M University
B.S., Biomedical Science

In every development, the bottom line is incredibly important and can make or break a project. Wes directs Ridgemont's Preconstruction Department with strong collaborative and communication skills and goal-oriented professionalism. He demonstrates daily the ability to provide leadership for cost-effective and accurate construction budgets for multi-million dollar projects. Wes works closely the Project Team to drive efficiency and precision throughout the preconstruction and estimating process.

Fun Fact:

"Has a very authentic (fake) Australian accent"

RELEVANT EXPERIENCE

Hidden Creek Mixed-Use
Burleson, TX | In-progress, P3 mixed-use development in conjunction with the City of Burleson

Village 121
Plano, TX | 126,400 SF | $11M
Ground-up 2-story tilt-wall office building, 12 Month Duration

Granite Place at Southlake Town Square
Southlake, TX | 165,000 SF, Class A, 6-story office building with cast-in-place parking garage

The Station at Sachse
Sachse, TX | 15,500 SF,
Ground-up retail development

Champion Circle Retail
Fort Worth, TX | 300,000 SF, ground up retail strip center in Alliance

Summit Climbing, Yoga & Fitness
Grapevine, TX | 35,000 SF, Ground-up climbing gym including yoga, fitness and flexible event space

Three Corners Plaza
Frisco, TX | 70,623 SF, Ground-up high-end retail and lifestyle development

District 114 Kimball Office Phase 2
Southlake, TX | 207,000 SF, Ground-up 4-story Class A tilt-wall office with ground-floor retail and 4-story pre-cast parking garage

Crestview Office
Southlake, TX | 58,338 SF, ground up office building with attached, structured parking garage

Connection Park 1 & 2
Irving, TX | 300,000 SF (2), 4-story, Class A office buildings

Platinum Park
Plano, TX | 180,000 SF, 4-story, Class A, ground up office building

Farmer Brothers
Northlake, TX | 194,438 SF coffee production facility, & 84,823 SF of office space for its nearly 400 corporate employees



As Director of Office and Industrial Services, Damon brings more than 35 years of experience in the construction industry, leading teams of construction professionals from project conception to completion on multi-million dollar projects. Damon will be heavily involved in your project from the beginning concepts to preconstruction, throughout all of construction and the warranty period. This is a benefit to the Owner as Damon provides a continuity of knowledge about your specific project as it gets handed off from precon to production and finally, to the Warranty Manager.

FUN FACT:

"Only man in a house full of women... including the dogs"

DAMON NORMAN

Director of Office Services

EXPERIENCE

Started in the Industry

'85

CERTIFICATIONS

- OSHA 30-Hour
- LEED AP®

EDUCATION

Oklahoma State University
B.S., Construction Management & Technology

RELEVANT EXPERIENCE

Hidden Creek Mixed-Use
Burleson, TX | In-progress, P3 mixed-use development in conjunction with the City of Burleson

Village 121
Plano, TX | 126,400 SF | $11M
Ground-up 2-story tilt-wall office building, 12 Month Duration

District 114 Kimball Office Phase 2
Southlake, TX | 207,000 SF | $19M
Ground-up 4-story Class A tilt-wall office with ground-floor retail and 4-story pre-cast parking garage, Under Construction

Norman International
Lewisville, TX | 132,475 SF | $6M
Expansion of existing warehouse and headquarters facility, 7 Month Duration

Granite Place at Southlake Town Square Phase 1
Southlake, TX | 165,000 SF | $27M
Class A, 6-story office building with cast-in-place parking garage, 13 Month Duration

Parkwood First United Bank
Plano, TX | 120,000 SF | $19M
New construction of a 4-story build-to-suit tilt-wall office building, Under Construction

Nissan Motor Acceptance Corporation
Coppell, TX | 240,000 SF | $18M
Ground-up office and data call center

Chapel Crossing
Southlake, TX | 51,000 SF | $8M
Ground-up Class A tilt-wall medical office building, 11 Month Duration

Bank One Operations Center
Fort Worth, TX | 400,000 SF | $23M
Ground-up check processing data center

Parc GSW
Irving, TX | 682,492 total SF, Two (2) ground-up tilt-wall industrial distribution warehouses



SLADE TURNER

Director

EXPERIENCE

Started in the Industry

'99

CERTIFICATIONS

- OSHA 30-Hour
- SWPPP Certified
- Journeyman License in HVAC

EDUCATION

Louisiana State University-Shreveport
B.S., Computer Science

As your Project Director, Slade Turner brings more than 20 years of experience in the construction industry, leading teams of construction professionals from project conception to completion on multi-million dollar projects.

Slade will be involved in your project from the beginning concepts to preconstruction and as a resource throughout all of construction. Slade's extensive expertise in a variety of construction types is a huge benefit to the Owner, who can rely on Slade to do a phenomenal job every time.

FUN FACT:

"Loves watching cooking shows with his 6-year old daughter"

RELEVANT EXPERIENCE (Projects Ranging from $3M - $45M)

Village 121
Plano, TX | 126,400 SF, Ground-up 2-story tilt-wall office building

Village at Fairview
Fairview, TX | 98,772 SF, Ground-up 2-story tilt-wall office building

Bison Grove
Lewisville, TX | 878,800 SF, Four (4) ground-up, tilt-wall industrial warehouse buildings

Urban District 183
Euless, TX | 362,660 SF, Three (3) ground-up, tilt-wall industrial warehouse buildings

Oakdale Industrial
Irving, TX | 625,000 SF, Ground-up tilt-wall industrial warehouse building

TST Impresso
Grapevine, TX | 103,000 SF, Ground-up tilt-wall industrial center with office space

Home Depot Distribution Center
Dallas, TX | 1.0M SF, Ground-up tilt-wall industrial warehouse with >1M SF of paving and a train rail system through the building

American Tire / Railhead III
Fort Worth, TX | 229,840 SF, Ground-up multi-tenant industrial tilt-wall distribution center

Federal Express Freight
Mercedes, TX | 1.6M SF, Ground-up tilt-wall distribution warehouse for FedEx

United Refrigeration
Fort Worth, TX | 110,000 SF, Tilt-wall, industrial distribution center for refrigeration, air conditioning and heating parts

United Refrigeration
Fort Worth, TX | 16,100 SF, Renovation of existing office and warehouse space and addition of restrooms, offices, storage and mezzanine

Heritage Trace
Fort Worth, TX | 477,463 Total SF, Two (2) ground-up tilt-wall spec industrial buildings

Prestonwood Mall
Dallas, TX | 1.3M SF, Renovation of an existing retail shopping center



KEVIN LASSITER

General Superintendent

EXPERIENCE

Started in the Industry

'93

CERTIFICATIONS

- TEXO (AGC)
- OSHA 10-Hour
- First Aid, CPR & AED
- SWPPP Certified

EDUCATION

Tarrant County College

Tarrant County Junior College
A.S., Construction Science

Kevin is a 30 year veteran of the construction industry and has directed field operations including quality control and safety processes on a multitude of commercial projects in the industrial, automotive, retail, office, and institutional industry market segments.

As General Superintendent, Kevin is responsible for making sure that all of the Ridgemont Field Personnel have everything they need to get the job done right. His extensive construction knowledge is a tremendous resource to the Field.

Fun Fact:

"His 3-year-old granddaughter has become his best friend"

RELEVANT EXPERIENCE

As General Superintendent his duties include participation in the pre-construction planning phase, project scheduling, coordinating corporate-wide field operations and staffing for the firm.

Other duties Kevin oversees are promote and enforcing compliance with project safety program requirements. He takes pride in mentoring and coaching Ridgemont's Superintendents as it relates to company policies and procedures and work requirements.

Kevin continues to supervise Superintendents assigned to projects and acts as a liaison between field engineering, estimating, and subcontractors to ensure compliance of construction with drawings and specifications.

His expertise is his ability to navigate or solve challenging construction issues and his knowledge of complex building systems have contributed to the success of multiple projects for Ridgemont.

Bob Bolen Public Safety Training Complex
Fort Worth, TX | 560,000 SF,
Served as the on-site Senior Superintendent for the renovation and ground-up police and fire training complex

CityLine Market
Richardson, TX | 77,000 SF,
Tilt-wall retail center anchored by Whole Foods, which is part of a larger-scale mixed-use development

The Boardwalk at Granite Park
Plano, TX | 29,000 SF, Ground-up,
mixed use retail area with recreation and dining areas

Parkwood First United Bank
Plano, TX | 120,000 SF | $19M
New construction of a 4-story build-to-suit tilt-wall office building, Under Construction



Milton has been designing, directing and master planning since 1986 and previously served as MAA's Director of Design since 1997. His extensive experience covers a multitude of building types and sizes, each carefully tailored to a unique client, budget, site and city.

Milton will be available to the design team throughout this multi-phased project, ready to lend expertise where needed.

FUN FACT:

"Former percussionist who sees a rhythmic connection between music and architecture"

MILTON ANDERSON, AIA, NCARB

President

EXPERIENCE

Started in the Industry

'86

CERTIFICATIONS

Registered Architect
Texas No. 13598

EDUCATION

TEXAS
The University of Texas at Austin

University of Texas
Bachelor of Architecture

RELEVANT EXPERIENCE

Hidden Creek Master Plan
Burleson, Texas | 35+ Acres,
Mixed-use development in Burleson

Burleson Depot
Burleson, Texas | 4-Story building with 275 Units multi-family project

Corporate clients include USAA, Dr. Pepper/7-Up, Weatherford International, and Bell Helicopter Textron Corporation. Office development clients include Trammell Crow, Stream Realty, Lincoln Property Company, Brandywine, Endeavor, and Bandera Ventures. Projects include The Park at Barton Creek and Barton Skyway I, II,III, and IV in Austin, Texas.

Historic restoration, preservation, and adaptive reuse of existing urban architecture has become a specialty and passion. Projects in downtown Dallas include the Interurban Building, Atmos Lofts, Gulf States Building, 1414 Elm, 211 Ervay, Mosaic, Statler Hilton, 1505 Elm, 500 South Ervay, Corrigan Tower and Tower Petroleum.

Internationally, Milton has worked in Abu Dhabi, U.A.E.; Aberdeen, Scotland; Tripoli, Libya and China for corporate and private clients. Recent work includes master plans for mixed-use and government facilities in Niamey, Niger and Abuja City, Nigeria. Specialty projects include several private residences, churches, restaurants, and retail. Clients include Saltgrass Steakhouse, Babin's Seafood and Sweet Tomatoes, etc.



JOHN CARRUTH
Principal/Director of Design

John has been an integral part of the Merriman Anderson Architects team since graduating in 2004. His roles as designer, director, and leader have been critical to the development and advancement of MAA's architecture, interior architecture, marketing, and graphic finesse since he started. John stays active in the local architecture community and was nominated for and completed the Emerging Leaders program at the Dallas chapter of the AIA. John not only does the work, but provides a positive learning experience for other team members and clients through each process every day. As MAA's director of design, John and is responsible for keeping the firm at the cutting edge of 3-D technology and for teaching and sharing the skills with co-workers and clients.

FUN FACT:

"Avid world traveler"

EXPERIENCE

Started in the Industry

'04

AWARDS

Milton P. Anderson Design Excellence Award 2014
KRob Delineation Finalist 2014
Micro Housing Competition People's Choice 2013
Future 43/44 Arquitecturas (International Edition) 2014
Columns Magazine, Creative on the Side 2012
Milton Anderson Award for Design Excellence 2017

EDUCATION

University of Oklahoma
Bachelor of Architecture

RELEVANT EXPERIENCE

Hidden Creek Master Plan
Burleson, Texas | 35+ Acres,
Mixed-use development in Burleson

Burleson Depot
Burleson, Texas | 4-Story building with 275 Units multi-family project

John has designed and contributed to projects all over the world as well as the United States. He recently spent time in China collaborating with other designers in architecture, 3-D imagery, and master planning. His experience includes, corporate architecture and interiors, multi-family and single-family residential, retail, mixed use and hospitality. Recent master plan and architectural designs include projects in Niamey, Niger, and Abuja in Nigeria and Dallas.

John's experience, client interaction, design skills, and general understanding put him at the forefront of MAA's design progression, determination, collaboration, and vision for the future. John continues to think at all scales and in all areas in and out of the box. His goal is to provide all of MAA's clients the experience to see the vision before it becomes a reality.



CHANG GUO, AIA, LEED® AP

Project Architect

EXPERIENCE

Started in the Industry

'91

CERTIFICATIONS

Registered Architect
Texas No. 18085

LEED® AP

EDUCATION

Texas A&M University
Master of Architecture

Tongji University
Bachelor of Architecture

Chang Guo has more than 25 years of experience in architecture, working on a wide array of project types including mixed-use, corporate, hospitality, financial, educational, international, LEED, office, sports and recreational, and industrial projects for private owners, corporate clients, and development companies.

FUN FACT:

"Despite the fact there are plenty of new apps out there to speed up architectural drawing, Chang still prefers old-fashioned sketching with a pencil on paper"

RELEVANT EXPERIENCE

Since joining MAA in 2021, Chang has worked on numerous projects such as:

- 1333 Oaklawn in Dallas, Texas;
- Boca Mixed-Use in Boca Raton, Florida;
- Hall Park in Frisco, Texas;
- Cedar Park in Austin, Texas;
- Gateway Lynn Creek in Grand Prairie, Texas; and
- Liv Dev in Las Vegas, Nevada

Chang has also assisted on monumental developments such as:

- Equinox Hotel in Austin, Texas; Shanghai Oriental Pearl Tower in Shanghai, China;
- Jakarta Tower in Jakarta, Indonesia; Center for American and International Law in Dallas, Texas; Viva Bahriya Mixed-Use in Doha, Qatar; and
- AVIC Nanjing Science and Technology in Nanjing, China.

Current projects Chang is developing are the Burleson West TOD master plan in Burleson, Texas and Roes Lakeway in Austin, Texas.

**Some of the projects listed above were completed while previously employed*



ERIN TALLENT, RID

Interior Design Director

EXPERIENCE

Started in the Industry

'01

CERTIFICATIONS

Registered Interior Designer, Texas No. 34616

EDUCATION

University of North Texas
Bachelor of Interior Design

Erin brings a background primarily focused on all levels of interior design with a broad portfolio of new construction and renovations in various markets. Erin's role as Director of Interior Design consists of unique interior concepts for every project while sustaining close relationships with the MAA team and encouraging knowledge growth. This focus on team builds confidence in working together to ensure projects run proficiently and offer the best return on investment for the client.

FUN FACT:

"Has designed for a variety of clients in Paris, France"

RELEVANT EXPERIENCE

Erin coordinates with all professionals on her projects - from owners, investors, asset managers, brands, contractors, consultants, project management, etc. in leading all divisions of their interior design projects. Erin's years of experience encompass more than 40 hotel projects completed including:

- The Marriott - The Ritz Carlton
- JW Marriott
- Westin
- Marriott
- Sheraton
- Courtyard
- Town Place Suites
- Hyatt - Hyatt Regency
- Hyatt
- IHG Hotels & Resorts - Intercontinental
- Holiday Inn
- Hilton - Doubletree
- Hilton
- Embassy Suites
- Hampton Inn Hotel, and
- Wyndham

**Some of the projects listed above were completed while previously employed*



AMANDA BERKES

Interior Design Project Manager

EXPERIENCE

Started in the Industry

'14

EDUCATION

Iowa State University
Bachelor of Interior Design

RELEVANT EXPERIENCE

Amanda has worked on the East Quarter mixed-use, office and new build multi-family project in Dallas, Texas; Grandscape, Live Residential Complex located in The Colony, Texas; the Hyatt Regency Hill Country hotel renovation located in San Antonio, Texas, and a public space multi-family renovation project located in downtown Dallas.

Amanda's experience includes everything from early concept work and schematics to construction administration. Responsibilities include client presentations, client coordination, FF&E design and installation, presentation board creation, submittal review and purchasing agent coordination. Amanda's project type experience includes multi-family, hospitality, office design and higher education.

FUN FACT:

"One of her passions is painting in her free time - she has recently commissioned original works!"



JEFF TAYLOR, PE

Regional Manager | Principal

EXPERIENCE

Started in the Industry

'01

CERTIFICATIONS

Professional Engineer, Texas No. 107786

EDUCATION

Texas A&M University
B.S., Civil Engineering

Jeff Taylor's knowledge in a variety of projects includes commercial land development, single family subdivisions, infrastructure design, professional office buildings, and industrial yard development/programming. He is skilled in site/civil design, client management, code compliance, proposals for scope of services, and coordinating with multiple disciplines for final plan acceptance. He has contributed to numerous projects that require an understanding of the client's daily operations and the ability to design a development to successfully meet the client's needs.

FUN FACT:

"Burleson's Jack Taylor Elementary is named after his great grandfather"

RELEVANT EXPERIENCE

Mayor Vera Calvin Plaza
Burleson, TX | Provided civil and structural engineering services for the revitalized plaza that includes a courtyard, public seating, concrete stage, restroom building, shade pavilions, and children's play area

Hidden Creek Mixed-Use
Burleson, TX | In-progress, P3 mixed-use development in conjunction with the City of Burleson

Sundance Square
Fort Worth, TX | 55,000 SF, Provided civil engineering for this the multi-purpose plaza project that transformed the heart of downtown, creating a retail, commercial, and urban living destination

Dickies Arena
Fort Worth, TX | 98,040 SF arena with 4.8-acre plaza; multi-purpose, state-of-the art venue adjacent to Will Rogers Memorial Center campus

Will Rogers Memorial Center - multiple projects
Fort Worth, TX | 120 acres, Project Manager on various campus projects including Gendy Street upgrades and beautification, Trail Drive enhancements, cattle barn renovation, parking structures and lots, an equine facility, and more

American Airlines Trinity Complex Headquarters
Fort Worth, TX | 1,300,000 SF, The Class A headquarters for American Airlines sits on approx. 300-acre wooded landscape and includes four high-rise buildings and a 6,000 vehicle garage

Frost Tower
Fort Worth, TX | 237,000 SF, Provided civil engineering services for the 25-story high-rise building featuring ground floor retail, 14 levels of parking (four levels underground and 10 levels above-ground) with a sky lobby on level 12, amenities deck on level 13, offices above.

DUNAWAY



Nick Powell has nearly two decades of experience in civil engineering design and project management in a variety of markets including single- and multi-family residential, industrial, military, and commercial site development. His experience includes design of paving, utility, grading and drainage infrastructure. He has managed and coordinated single and multi-phase civil projects with construction costs into the multi-million dollar range. Nick is always deeply involved in every aspect of his projects; from entitlement work to plan approval and then through construction to acceptance.

FUN FACT:

"Has been to 48 states - The last two aren't the ones you'd expect!"

NICK POWELL, PE

Civil Engineering Lead

EXPERIENCE

Started in the Industry

'03

CERTIFICATIONS

Professional Engineer, Texas No. 100184

EDUCATION

Texas A&M University
B.S., Civil Engineering

RELEVANT EXPERIENCE

Highpoint Business Park
Burleson, TX | 230-acre industrial facility serving manufacturing, distribution, and logistics clients

Crescent Mixed-Use Development
Fort Worth, TX | Major mixed-use development in Fort Worth's Cultural District that will include 167 luxury residential units, a premier 200-room hotel with restaurant, a rooftop lounge, and an 8,000 SF ballroom. The 168,000 SF of Class A office space will offer businesses the opportunity to office in the heart of the Cultural District.

The Children's Health Courtyard and Parking
Dallas, TX | 17,000 SF, Project consisted of rehabilitation of hospital's former main entrance. Amenities include 3,000 SF of shade canopies, built-in child-friendly musical instruments, and an upgraded area for therapy dogs and their handlers. Project also including parking lot improvement and additions.

Summit Center Mixed-Use Development
Midland, TX | Summit Center spans 20 acres and will consist of a four-acre park surrounded by office space, retail shops, and restaurants. The goal is to have a family-friendly area for West Texans to enjoy. Anticipated completion is Spring 2024.

DUNAWAY



JENNIFER DOUGLAS, PE

Senior Structural Engineering Lead

EXPERIENCE

Started in the Industry

'05

CERTIFICATIONS

Professional Engineer, Texas No. 118378

EDUCATION

Texas A&M University
B.S., Civil Engineering with Structural Emphasis

Jennifer Douglas serves as a Senior Discipline Lead at Dunaway. She is an accomplished structural engineer with 16 years of experience designing and managing a variety of industrial/manufacturing buildings, educational facilities, and a variety of other commercial structures. Her strong leadership skills and effective management style is key to a successful team and delivering exceptional results. Jennifer is a skilled problem solver capable of identifying issues and proactively delivering practical solutions. She is also an active member of The Real Estate Council (Dallas) and CREW Dallas.

FUN FACT:

"Took specialty cake decorating classes in her 20s, which now saves her a ton of money baking cakes for her children!"

RELEVANT EXPERIENCE

Bowie House Boutique Hotel, Townhomes, and Parking Garage
Fort Worth, TX | Ground-up 4-story, 120-key boutique hotel with 11 uniquely designed 3-story townhomes in the heart of the Cultural district

Villages at Parkwood*
Plano, TX | 80,000 total SF, Ground-up 40,000 SF office building and two single-story, 20,000 SF shell retail spaces, concrete tilt-wall with steel joists and beams

Keystone 5 Retail
Pflugerville, TX | 6,000 SF, Ground-up structural steel framed single-story retail shell

Living Spaces
Grand Prairie, TX | 245,000 total SF, Project consisted of 180,000 SF retail showroom space, plus a 65,000 SF warehouse. Includes a large clearance area, dispatch and customer pick-up area. Mezzanine remained along with interior grand stair, breakroom, office spaces, and call center restrooms. Added a second stair for egress. Designed a demising wall to separate rest of current distribution warehouse for future leasing space.

**Performed work at previous firm*



ANITA BEARD, PLA, ASLA

Landscape Architecture Lead | Associate

EXPERIENCE

Started in the Industry

'11

CERTIFICATIONS

Registered Landscape Architect, Texas No. 2953

EDUCATION

Texas A&M University
B. Landscape Architecture

Anita Beard is a Discipline Lead in Dunaway's Planning + Landscape Architecture group. Her expertise includes public and private sector design from trail and park system planning, athletic complexes, regional destination parks, community and neighborhood parks to urban streetscape projects, hospitality and healthcare design. Her diverse range of skills contribute to all phases of a project from client engagement and programming, concept development, presentations, construction documents and construction administration. Anita is also an active member of CREW Fort Worth.

FUN FACT:

"She is half Dutch and grew up on an old dairy farm in North Texas"

RELEVANT EXPERIENCE

Ellison Street and Parking Lot Improvements
Burleson, TX | Conceptual design and construction documents for the redevelopment of pedestrian access, street parking, planting and parking lot adjacent to downtown

Hidden Creek Mixed-Use
Burleson, TX | In-progress, P3 mixed-use development in conjunction with the City of Burleson

Bowie House Boutique Hotel, Townhomes, and Parking Garage
Fort Worth, TX | Ground-up 4-story, 120-key boutique hotel with 11 uniquely designed 3-story townhomes in the heart of the Cultural district

West Bend Mixed-Use Entrance
Fort Worth, TX | Conceptual design and construction documents for entrance to West Bend mixed-use development with multi-family, retail, & restaurants

Far Southwest Library (under design)
Fort Worth, TX | Providing civil and landscape architecture design services for Far Southwest Library which includes design for a neighborhood trail connection

Trinity Trail Improvements
Fort Worth, TX | Designed 1-mile of improvements to the Trinity Trails with funding provided from City of Fort Worth and The Trinity River Vision Authority

Como Community Center
Fort Worth, TX | 21,000 SF, New state-of-the-art facility featuring community garden and playgrounds. Provided concept development, construction drawings, and construction administration on the entire site's landscape amenities.

Watters Creek at Montgomery Farm Trail Extension
Allen, TX | Trail extension connecting new mixed-use development to an existing trail

Fort Worth Zoo Expansion
Fort Worth, TX | Anita has been involved in several projects including Elephant Springs, African Savanna, and more

DUNAWAY



Greg Iffland has more than 40 years of experience in boundary and topographic surveys, design surveys, route surveys and aerial control surveys for multiple highway and light rail projects. He has performed work for single-family developments, commercial sites and retail and manufacturing sites. Greg also has experience with construction layout surveying for residential streets and utilities and multi-story office buildings.

FUN FACT:

"He once drove a stock car at 130 MPH around a race track"

GREG IFFLAND, RPLS

Survey Lead

EXPERIENCE

Started in the Industry

'74

CERTIFICATIONS

Registered Professional Land Surveyor, Texas No. 4351

RELEVANT EXPERIENCE

Burleson Recreation Center
Burleson, TX | Greg was responsible for land surveying services, including boundary and topographic surveys for the development of the Burleson Recreation Center, a 50,000-square-foot building, parking, and outdoor water park on eight acres. Dunaway was also responsible for drainage studies, detailed ADA grading, paving design, and underground utilities.

American Airlines Trinity Complex Headquarters
Fort Worth, TX | 1,300,000 SF, The Class A headquarters for American Airlines sits on approx. 300-acre wooded landscape and includes four high-rise buildings and a 6,000 vehicle garage

Rayzor Ranch Mixed-Use Development
Denton, TX | 100-acre retail center with an ultimate build-out of 800,000 square feet of large/specialty retail, junior anchors, restaurants, etc., anchored by Wal-Mart, Sam's Club and Kohl's. Dunaway also designed the integrated storm water management system (iSWM) for the Marketplace development, one of the first to be established in the City. The Rayzor Ranch development is an $850 million dollar mixed-use development on 400 acres in North Texas at the northeast and southeast corners of Interstate 35 and U.S. Highway 380. Multiple private and public partners and stakeholders.

Survey Services For Fort Worth City Center
Fort Worth, TX | Greg was responsible for land surveying services including an ALTA/ACSM Land Title Survey and boundary survey for multiple city blocks located in downtown Fort Worth. The survey was conducted as part of the sale of the lots for the development of parking, retail and high rise developments.

DUNAWAY



Ken Randall's reputation as a solutions-oriented electrical engineer has enabled him to evaluate and design some of the most sophisticated commercial and industrial electrical systems in North Texas. His projects range from small remodels to new one million square-foot buildings. As Chief Operations Officer, Ken oversees the daily operations of BHB's three office locations, as well as serving as the electrical team leader. His approach to projects and client service continually strives to meet owner vision, and to design with new concepts and technologies for better buildings in mind. He is heavily involved in TSPE, promoting the continuing education of engineers in Fort Worth.

FUN FACT:

"Enjoys ballroom dancing with his wife Tammy"

KEN RANDALL, PE, LEED® AP

Sr. Electrical Engineer

EXPERIENCE

Started in the Industry

'81

CERTIFICATIONS & REGISTRATIONS

Professional Engineer, Texas No. 84937

LEED ® AP

EDUCATION

University of Texas at Arlington
B.S., Electrical Engineering

RELEVANT EXPERIENCE

Burleson Municipal Service Center
Burleson, TX | 10,000 SF, PM responsible for the design of the ground-up, single-story maintenance facility that is utilized to maintain City fleet vehicles

Burleson Municipal Courts
Burleson, TX | 10,500 SF, The City of Burleson relocated the Municipal Courts into an existing bank, which included the renovation of a 7,500 SF bank into a 68-seat courtroom as well as a 3,000 SF admin. area

Bob Bolen Public Safety Center
Fort Worth, TX | 560,000 SF, MEP Design-Build that included the renovation of two buildings for Police and Fire Training, a new burn village, and a new administration building. This project included design of classrooms, fitness training, EMS training, offices, a fire training mock village, indoor firing ranges, and more
This project was completed with Ridgemont Commercial Construction

Corporate Headquarters Office Building
Fort Worth, TX | 16,250 SF, PM for a ground-up 2-story office building that consisted of providing the HVAC, plumbing, fire protection, lighting, and power design

Gordon Swift Building
Fort Worth, TX | 61,500 SF, Architectural, structural, mechanical, and electrical design services for mechanical equipment upgrades in an existing office building. Cost estimating services were provided throughout the design process and the scope was adjusted during the design as construction budgets were allocated

Azle Municipal Complex
Azle, TX | 4,600 SF, Project Manager for a new single story addition to the existing municipal building. The electrical design included a new 300 amp, 120/208 volt panel board feed from the existing building service, the lighting system and raceway systems to support data, and telephone wiring



PAUL MORRIS, PE

Electrical Engineer

EXPERIENCE

Started in the Industry

'13

REGISTRATION

Professional Engineer,
Texas No. 127521

EDUCATION

Union University
B.S., Electrical Engineering

Paul Morris began his career at BHB as a Graduate Electrical Engineer. He has eight years of electrical experience in design and construction administration, and currently works on many of the firm's municipal, commercial, and hospitality projects. In addition, he is responsible for the design of fire alarm systems and major electrical equipment installation and replacement in renovation projects as part of the firm's IDIQ contract with Tarrant County. He is also part of the core team here at BHB working to implement data-driven power systems such as Power over Ethernet in facilities looking to simplify their low-voltage power systems.

FUN FACT:

"When Paul was little, he had trouble distinguishing between his name and "pole," so he came to the conclusion that he was Polish and was adopted from a Polish family"

RELEVANT EXPERIENCE

Squaw Creek Golf Club
Willow Park, TX | 4,500 SF, Provided electrical and engineering services for the new 4,500 SF First Tee Learning Center building at Squaw Creek Golf Club. Services included medium voltage overhead design with a new software.

Howard Payne University Visitor Center
Brownwood, TX | 7,775 SF, Providing MEP engineering services for Howard Payne University's new visitors center. The 1-story building is comprised of four (4) semi-autonomous quadrants with a common central reception area and a tower.

Early Community Center
Early, TX | Provided electrical and mechanical engineering services for a new community center, in addition to the remodel of the existing building and added elements for the City of Early

Fort Worth Star Telegram Annex Offices
Fort Worth, TX | Provided MEP design services for the offices located on the first floor annex, which was a conversion of the building's original dock areas

Tarrant County Administration Building
Fort Worth, TX | Electrical engineer for the design, construction administration, assessment of budget, and scope requirements for the installation of new addressable fire alarm systems with voice notification at the existing Tarrant County Administration Building

Residence Inn by Marriott
New Orleans, LA | 190,000 SF, Provided MEP engineering and design services for the ground-up, 19-story, 238-key Residence Inn by Marriott located on St. Charles in New Orleans, on the site of a former vacant parking lot



Richard Watters came to BHB after working with a design/build contractor in the area for over two years. As an active member of BHB's leadership team, Richard manages some of the firm's multiple long-term engineering projects including healthcare, commercial, oil and gas, retail, and municipal. He is experienced in energy metering, energy studies, design/build, HVAC, plumbing, and medical gas design along with construction administration.

FUN FACT:

"Has an identical twin who often took the fall for things that Richard did in school, because the teachers thought Richard couldn't possibly do wrong"

RICHARD WATTERS, PE

Sr. Mechanical Engineer

EXPERIENCE

Started in the Industry

'97

REGISTRATION

Professional Engineer, Texas No. 96589

EDUCATION

Texas A&M University
M.S., Mechanical Engineering

RELEVANT EXPERIENCE

Burleson Municipal Courts
Burleson, TX | 10,500 SF, The City of Burleson relocated their Courts building into an existing bank building, which included the renovation of a 7,500 SF bank into a 68-seat courtroom as well as a 3,000 SF administration area

Rockwood Golf Course Clubhouse
Fort Worth, TX | 15,000 SF, Provided full Design-Build MEP, civil, and land surveying services for the ground-up clubhouse of the newly renovated Rockwood Golf Course. The original building was replaced with a modern design that complements the attached "Ben Hogan Learning Center"

Early Community Center
Early, TX | Provided electrical and mechanical engineering services for a new community center, in addition to the remodel of the existing building and added elements for the City of Early

The Sinclair Hotel
Fort Worth, TX | 105,000 SF, Project Manager for the complete renovation and change of use from office occupancy to hotel occupancy at the historic 16-story Sinclair building in downtown Fort Worth, which is known for its advanced technology and MEP systems

South Arlington Public Safety Center
Arlington, TX | 25,000 SF, Provided MEP services for a ground-up facility that includes a community room, neighborhood services center, exercise center with lockers, holding rooms, booking desk, and office areas for the City of Arlington

JPS Professional Office Complex
Fort Worth, TX | 73,000 SF, Phased renovation of two existing medical office towers. The MEP design included the replacement of the ductwork distribution and variable volume terminal units.



GIBRAN MICHEL, DBIA, LEED AP
Sr. Mechanical Designer

EXPERIENCE

Started in the Industry

'95

CERTIFICATIONS

LEED® AP

Design-Build Institute of America

Gibran Michel started his career at BHB 25 years ago as an AutoCad drafter after working as an HVAC installer. Now, he brings extensive knowledge as a senior mechanical designer, and has worked for almost every one of our recurring clients and new clients. Mr. Michel is DBIA certified and has experience with projects ranging from small commercial strip centers to 500,000 SF complexes. With a passion to keep up with the newest technologies and systems to best benefit clients and the environment, he has expertise in designing Variable Refrigerant Flow (VRF) systems for a variety of projects.

FUN FACT:

"He once broke the same arm twice in one day"

RELEVANT EXPERIENCE

Bob Bolen Public Safety Center
Fort Worth, TX | 560,000 SF, MEP Design-Build that included the renovation of two buildings for Police and Fire Training, a new burn village, and a new administration building. This project included design of classrooms, fitness training, EMS training, offices, a fire training mock village, indoor firing ranges, and more
This project was completed with Ridgemont Commercial Construction

The Sinclair Hotel
Fort Worth, TX | 105,000 SF, Project Manager for the complete renovation and change of use from office occupancy to hotel occupancy at the historic 16-story Sinclair building in downtown Fort Worth, which is known for its advanced technology and MEP systems

Hard 8 BBQ
Burleson, TX | 8,400 SF, Provided the MEP engineering design for a ground-up 8,400 SF restaurant

Rockwood Golf Course Clubhouse
Fort Worth, TX | 15,000 SF, Provided full Design-Build MEP services for the ground-up clubhouse of the newly renovated Rockwood Golf Course. The original building was replaced with a modern design that complements the attached "Ben Hogan Learning Center"

Mistletoe Medical Office Building
Fort Worth, TX | 26,000 SF, Provided CMEP engineering services for a new 4-story building consisting of two parking levels with two office floors above the garage. The project consisted of providing the design for HVAC, plumbing, fire protection, lighting, fire alarm, and power

Heim BBQ
Fort Worth, TX | 11,000 SF, Provided the MEP design services for a second Heim BBQ located on White Settlement Road in the new River District. The ground-up restaurant includes an attached covered patio and a large outdoor space

SECTION 5

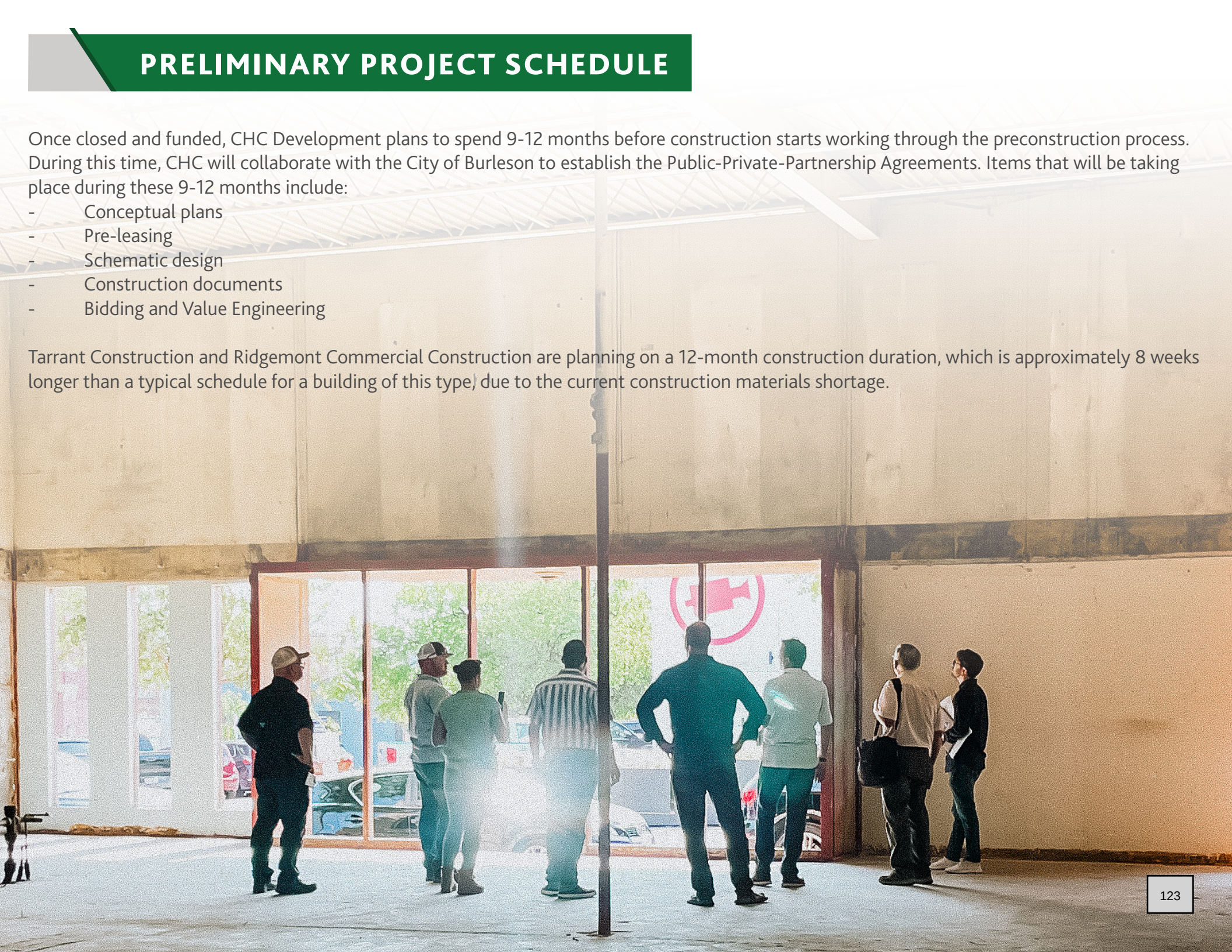
Preliminary Project Schedule

PRELIMINARY PROJECT SCHEDULE

Once closed and funded, CHC Development plans to spend 9-12 months before construction starts working through the preconstruction process. During this time, CHC will collaborate with the City of Burleson to establish the Public-Private-Partnership Agreements. Items that will be taking place during these 9-12 months include:

- Conceptual plans
- Pre-leasing
- Schematic design
- Construction documents
- Bidding and Value Engineering

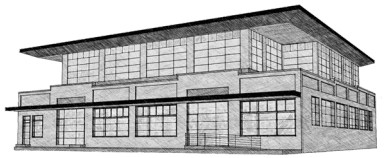
Tarrant Construction and Ridgemont Commercial Construction are planning on a 12-month construction duration, which is approximately 8 weeks longer than a typical schedule for a building of this type, due to the current construction materials shortage.



SECTION 6

References of CHC Development and Demonstration Projects of Note

REFERENCES



CHC Development

Mr. Ty Thompson, P.E.

Assistant Director, Development Services Department
City of Fort Worth
Phone: (817) 392-2120
Email: tyson.thompson@fortworthtexas.gov
Projects Completed Together: Many projects for several years

Ms. Kacey Bess

Senior Administrative Services Manager
City of Fort Worth
Phone: (817) 392-6193
Email: kacey.bess@fortworthtexas.gov
Projects Completed Together: Many projects for several years

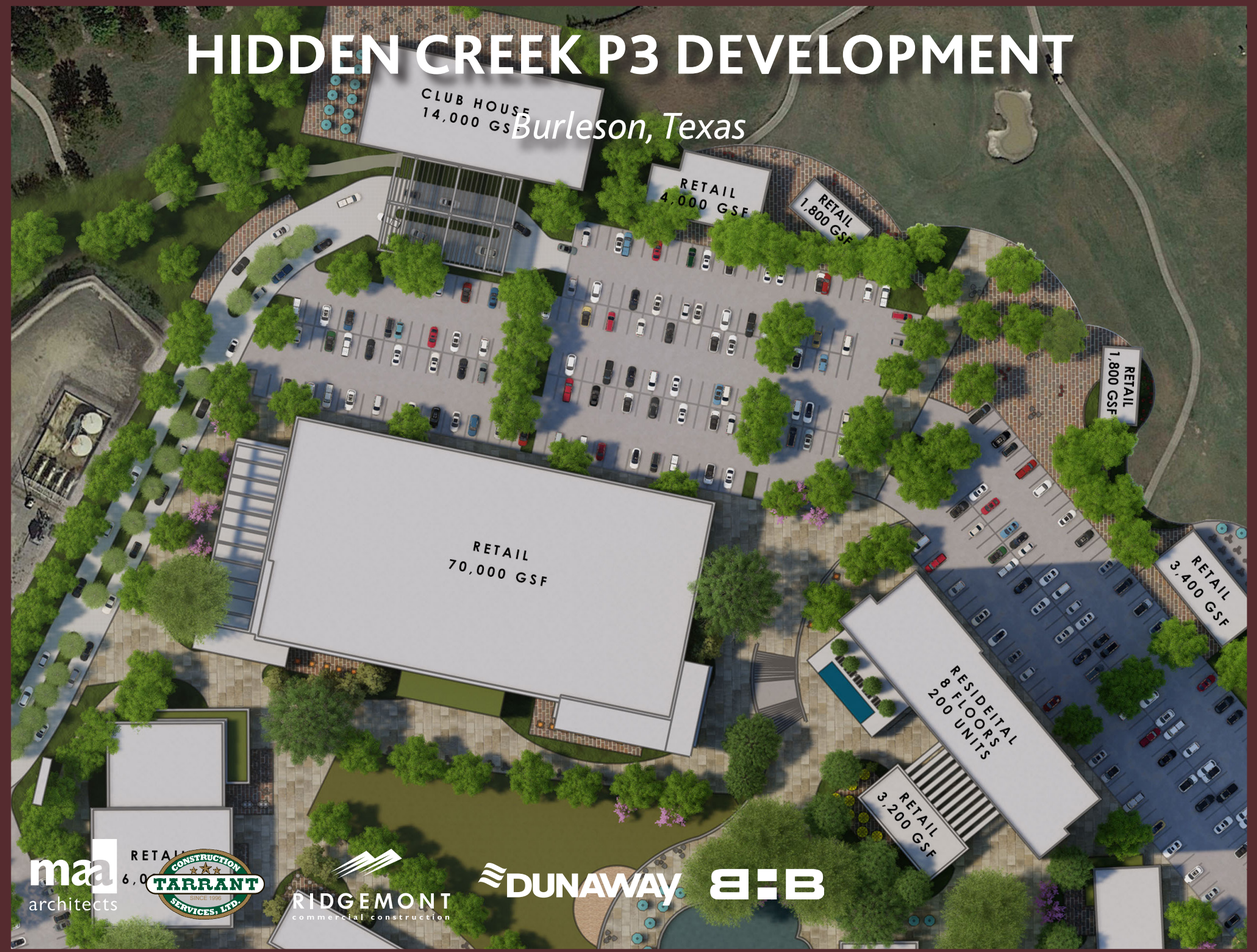
Mr. Jack Thompson

Assistant City Manager, Economic Development Director
City of Crowley
Phone: (817) 297-2201 ext. 4300
Email: jthompson@ci.crowley.tx.us
Projects Completed Together: Many projects for several years

BURLESON EXPERIENCE

HIDDEN CREEK P3 DEVELOPMENT

Burleson, Texas







Land Usage

MIXED-USE DEVELOPMENT

35+ Acres



Merriman Anderson Architects completed the master plan efforts and design for City-owned land, totaling approximately 35+ acres in Burleson.

The site is master-planned to solicit private developer proposals and inspire potential development opportunities of all kinds for the city. Multiple options were provided and worked through to provide a final development package for City approval and RFP.

The Master Plan conceptual options were presented after extensive work sessions with stakeholders to determine the City and citizen's needs and wants, as well as what the market would support.

Burleson Hill College team members Tarrant Construction, Ridgemont Commercial Construction, Dunaway and BHB are all currently working together on the execution of this master plan.

SAME CLIENT • AHEAD OF THE CURVE • PUBLIC INPUT

MAYOR VERA CALVIN PLAZA

Burleson, Texas

DUNAWAY





Construction Amount

$6.6M

43,500
Square Feet



Dunaway partnered with the City of Burleson to provide civil and structural engineering services for the revitalized plaza. Features include a courtyard, public seating, concrete stage, restroom building, shade pavilions, and children's play area.

The two shade pavilions frame the west side of the plaza. The passenger streetcar shade structure features a platform/stage covered area. The freight streetcar shade structure is approx. 1,000 SF. Both shade structures are located at the east side of the plaza with a small courtyard between them and elevated platforms for access to the interiors. The final structure is a fully enclosed restroom and audio/visual building.

Dunaway's structural engineers worked with the architect to design the concrete stage, shade structures, a restroom building, and the canopies that overhang each train car. These canopies provide shade for visitors and protect the refurbished historical trolleys, while also providing support for the train cars.

Additionally, Dunaway's civil engineering team assisted with the demo of an existing parking lot, drainage and grading improvements on Ellison Street, widening of sidewalks, addition of new ramps with crosswalks, and the design of additional on-street parking to support the redevelopment of Old Town as a local destination.

SAME CLIENT • • WINNING TEAM • • PUBLIC SPACE

DEPOT ON MAIN

Burleson, Texas





Units
275

4 Stories



Merriman Anderson Architects completed master planning and is in design for this for-rent multi-family project that will consist of four (4) four-story buildings with a total of 275 units, averaging 820 SF per unit. Amenities include a pool, outdoor clubhouse, gym, resident lounge, work space, and a party deck.

SAME CLIENT • • WINNING TEAM • • HIGH-E LIVIN

Product Type

OFFICE

CAMP AMBULATORY SURGERY CENTER

Fort Worth, Texas



CHC Development





Construction Amount

$4.6M

10,000
Square Feet



Camp ASC is a two-story, 10,000 SF medical office and ambulatory surgery center located in Fort Worth, Texas, right off Interstate 30 and the Chisholm Trail Parkway.

This project commenced construction in 2021 and is home to Dr. Steven Camp, Plastic Surgery and Dr. James Goggin, Plastic Surgery.

The ASC consists of two operating rooms, two pre-ops, three post-ops, and all other required spaces making it a fully functioning, licensed surgery center.

This project is expected to be completed in Q3 2022.

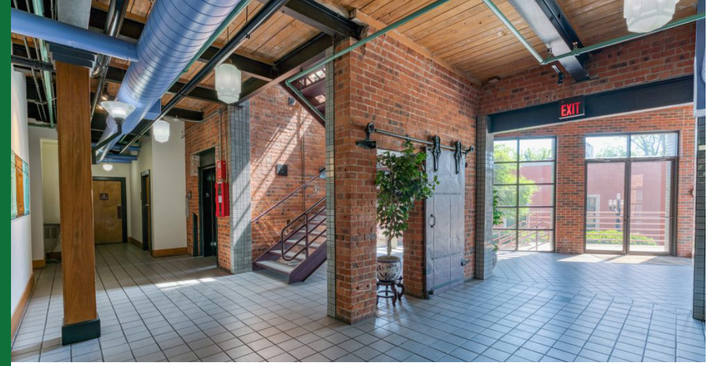
CHC Development

GROUND-UP • • WINNING TEAM • • OFFICE SPACE

THE VINNEDGE BUILDING (TVB)

Fort Worth, Texas







Construction Amount

$8.7M

45,581
Square Feet



The Vinnedge Building was built in 1927 and is located in Fort Worth's Northside district. The historic office building totals 45,581 SF and sits on an approximate 59,900 SF parcel of land.

The completed development will consist of a fully renovated office building, including updated corridors, a new common area breakroom, building-wide window improvements and new restrooms.

Adjacent to Joe T. Garcia's, a tenant here is poised to be seen.

CHC Development is the developer of the property, and LanCarte Commercial is handling the leasing.

CHC Development
LANCARTE COMMERCIAL

OFFICE SPACE • • WINNING TEAM • • HISTORIC AREA

Product Type

MIXED-USE • RETAIL ENTERTAINMENT PUBLIC-PRIVATE-PARTNERSHIP

133

451 SOUTH MAIN

Fort Worth, Texas





Construction Amount

$5.5M

15,223

Square Feet

451 South Main is a 15,223 SF mixed-use building located in Fort Worth, Texas, in the heart of Near Southside's South Main Village District.

Formerly known as the Chambers Brick building, CHC acquired the property in 2018 and began a full renovation of the structure, including the addition of a second floor.

451 South Main is home to CHC Development & CHC Management, Cachet Salons and Spa, HKS Engineering, Urban Bobcat Architects, and Airthings.

CHC Development developed the property, and LanCarte Commercial handled the leasing.



OFFICE SPACE • • WINNING TEAM • • GROUND UP

465 SOUTH MAIN

Fort Worth, Texas





Construction Amount

$3.8M

13,453
Square Feet



465 South Main is a three-story, 13,453 SF multi-tenant development located along South Main Street in the Near Southside District.

The completed development will have 1,775 SF of patio space between the second and third floors allowing for great views of downtown Fort Worth with walkable access to numerous restaurants, coffee shops and other amenities.

Construction is scheduled to commence in Q3 2022.

CHC Development is the developer of the property, and LanCarte Commercial is handling the leasing.

CHC Development

LANCARTE COMMERCIAL

GROUND-UP • • WINNING TEAM • • OFFICE SPACE

314 SOUTH MAIN

Fort Worth, Texas





Construction Amount

$3.2M

9,050
Square Feet



314 South Main is a 9,050 SF retail building located in Fort Worth, Texas, just south of Fort Worth's Central Business District.

The property was acquired by CHC in 2020, commenced construction in Q2 2022, and is expected to be renovated by Fall 2022.

The completed project will consist of a three tenant, improved commercial building with a new 2,398 SF shared patio and a mural covering the entire North wall.

With high accessibility and visibility, 314 S. Main is the ideal location for restaurant users.

CHC Development is the developer of the property, and LanCarte Commercial is handling the leasing.

CHC Development

LANCARTE COMMERCIAL

RETAIL CONCEPT • • WINNING TEAM • • RESTAURA

FORNEY MIXED-USE

Forney, Texas





Construction Amount

$5.1M

15,000
Square Feet



Forney Mixed-Use is an approximate 15,000 SF retail building, located at 490 South FM 548 in Forney, Texas. T

The completed development will consist of a fully-improved commercial retail building.

CHC Development

RETAIL SPACE • • CHC TEAM • • COMMER



Construction Amount

$15M

26,000
Square Feet

Harmon Road is an approximate 2.86-acre parcel of land that will be developed into a two-story 26,000 SF mixed-use development in North Fort Worth at the intersection of Harmon Road and Heritage Trace Parkway.

The completed development will consist of three retail buildings, outdoor patio space, and parking for patrons. The expected tenant mix will include a salon, boutique fitness studio, as well as retail and restaurant options.

Construction is expected to commence early Q1 of 2023.

RETAIL SPACE • • CHC TEAM • • COMMER

BOB BOLEN PUBLIC SAFETY TRAINING COMPLEX

Fort Worth, Texas

RIDGEMONT commercial construction

BHB





Construction Amount

$84M

560,000 Square Feet



Ridgemont provided Construction Services and BHB provided MEP design for the Bob Bolen Public Safety Complex. This unprecedented public-private-partnership included the rehabilitation and adaptive use of two historic buildings for police and fire training, a new burn village, and a new administration building. Ridgemont and BHB worked closely for more than 12 months with the City to develop the design for this complex project.

The fire training and education facility includes classrooms, fitness training, EMS training, command staff offices, and a 22,000 SF fire training mock village.

The police training and education facility includes classrooms, command staff offices, a canine training unit, driving simulators, a shooting simulator, the largest indoor shooting range in the U.S., and a 28,000 SF police training mock village.

Also on the site is an Emergency Vehicle Operations Course (EVOC), which allowed the City to move all of its public safety driving training from Texas Motor Speedway.

The City also leases the Complex to other cities for training, which creates income to assist in paying for the operations of the Complex.

P3 DELIVERY • • MULTIPLE PHASES • • SAME TEAM





Construction Amount
$540M

(*building*)
716,000
Square Feet
209,000
(*plaza*)



The Will Rogers Memorial Center (WRMC) is a 120-acre multipurpose entertainment complex in the heart of the Fort Worth Cultural District. The newest addition to the complex, Dickies Arena, is a, entertainment facility that seats up to 14,000, and hosts a wide range of events including rodeo and equestrian events, collegiate and high school sports, concerts, regional graduations, and more.

To support Dickies Arena visitors, a 2,200-car parking garage was constructed to complement the existing Will Rogers Center parking infrastructure, along with an 85,000 SF underground multipurpose event and equine warm up support building, and a three-acre outdoor greenspace plaza. Dunaway was responsible for city entitlements, site civil engineering design of public sewer, drainage, and paving infrastructure improvements, and initial site programming for the project.

This project consisted of a large and diverse project team with many specialized consultants. With good communication and coordination, the arena opened in time for the 2019 Fort Worth Stock Show & Rodeo.

P3 DELIVERY • ON BUDGET • AWARD WINNIN

SECTION 7

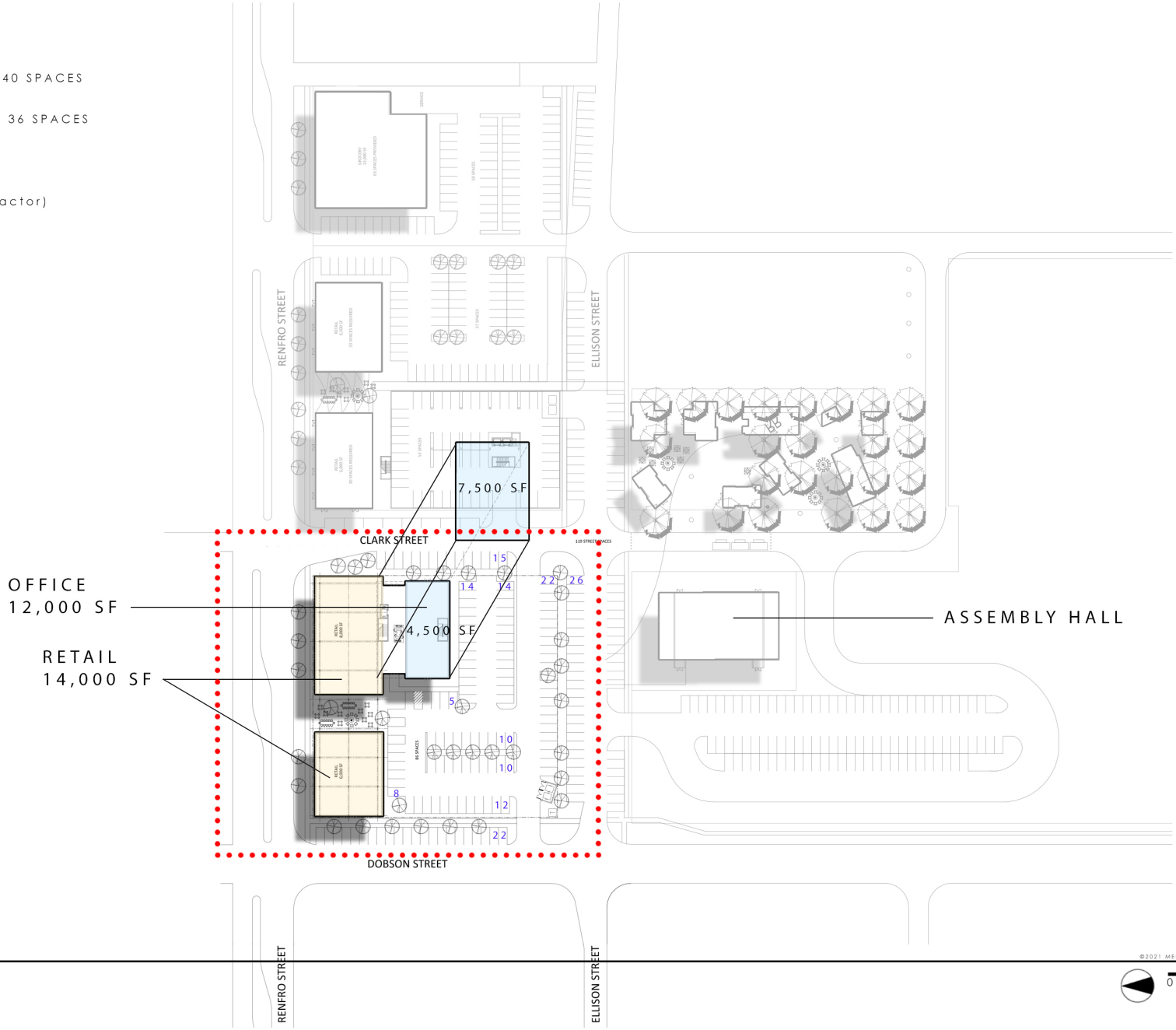
Preliminary Project Sketch

SITE SUMMARY

RETAIL - **14,000 SF**
PARKING REQUIRED (1:100) - 140 SPACES

OFFICE - 2 STORIES - **12,000 SF**
PARKING REQUIRED (3:1,000) - 36 SPACES

TOTAL PARKING PROVIDED
158 ON SITE
158 REQUIRED (10% efficiency factor)



SITE PLAN - OPTION 1

* ALL NUMBERS ARE APPROXIMATE

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0 60



CONCEPT RENDERING

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CONCEPT RENDERING

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CONCEPT RENDERING

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City Council Regular Meeting

DEPARTMENT: **City Manager's Office**

FROM: **Martin Avila, Finance Director**

MEETING: **September 6, 2022**

SUBJECT:

Receive a report, hold a discussion, and give staff direction regarding an update of American Rescue Plan Act (ARPA) 2021 stimulus funds. *(Staff Presenter: Martin Avila, Finance Director)*

SUMMARY:

On March 11, 2021, The American Rescue Plan Act of 2021 was passed by the US Congress, and signed into law by President Joe Biden. City was awarded $11,950,000. The amount was based on the City's population of 48,225. Cities with a population under 50,000, received their funding through the state. States are responsible for requesting the stimulus funding from the Treasury Department and distribute the funding to those cities. The City received its first installment of $5,950,000 in August 2021 and is expected to receive the second installment of $5,590,000 in August/September 2022.

The following cost categories are eligible for ARPA funding:

- Support Public Health Response
- Address Negative Economic Impacts
- Replace Public Sector Revenue Loss
- Premium pay for Essential Workers
- Water & Sewer Infrastructure
- Broadband Infrastructure

Staff presented a report to Council in June 21, 2021 regarding ARPA and provided a preliminary use of funds. Finance worked closely with City Manager's Office, City Attorney's Office and Departments to develop a plan to best utilized the ARPA funds.

On January 18, 2022, staff presented a report to Council on the use of ARPA funds, and on September 6, 2022, staff is presenting an update.

	Proposed Aug 2022	Proposed Jan 2021	Diff
Public Safety 7 FTE (Squad & Lieutenant)	$2,387,500	$2,387,500	$0
Public Safety 9 FTE (Medical Response)	$2,117,500	$0	$2,117,500
Medical Transport- Capital Cost	$1,175,000	$1,175,000	$0
Computer Aided Dispatch (CAD)	$2,000,000	$2,000,000	$0
Public Safety	$3,370,000	$243,000	$3,127,000
Public Health Response	$900,000	$1,644,500	($744,500)
W&WW Capital Projects	$0	$4,500,000	($4,500,000)
Total	**$11,950,000**	**$11,950,000**	**$0**

OPTIONS:

NA

RECOMMENDATION:

NA

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

June 21, 2021 – Staff presented an ARPA fund update to Council.

January 18, 2022 – Staff presented an ARPA fund update to Council.

FISCAL IMPACT:

NA

STAFF CONTACT:

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

THE CITY OF BURLESON TEXAS

American Rescue Plan Act (ARPA) 2021 Stimulus Funds

Presented to Council on September 6, 2022

ARPA Funds (Recap)

- Department of Treasury issued it's initial guidance for state and local governments in May 17, 2021
- State of Texas will request the funding for non-entitlement Cities (less than 50,000 population) and distribute accordingly
- Eligible cost are those incurred on and after March 3, 2021
- Funding will be received in two installments
  - First installment received by Burleson August 2021 (1/2 of the approved funding)
  - Second installment scheduled to be received no earlier than 12 months after state receives the first. Burleson has not received the second installment as of September 6, 2022
- Staff presented reports on the use of ARPA stimulus funds in June 21, 2021 and January 18, 2022

ARPA Funding Objectives

- Support public health response
- Replace lost public sector revenues
- Support immediate economic stabilization
- Address systematic public health and economic challenges

ARPA Funds

- Population 48,225
- ARPA funding awarded - $11.95 million
- First Installment - $5.975 million (received August 2021)
- Second installment - $5.975 million (no earlier than August 2022)
- Expenditures Incurred between March 2021 – December 2024
  - Must be completed by December 2026

Allowable Uses of Funds

- Support Public Health Response
- Address Negative Economic Impacts
- Standard allowance of $10 million to spend on government services
- Water & Sewer Infrastructure
- Broadband Infrastructure

Uses of Funds – January 2022 recap

	Proposed	Preliminary	Diff
Public Safety 7 FTE (Squad & Lieutenant)	$2,387,500	$1,620,200	$767,300
Medical Transport- Capital Cost	$1,175,000	$-	$1,175,000
Computer Aided Dispatch (CAD)	$2,000,000	$-	$2,000,000
Public Safety Equipment	$243,000	$518,800	($275,800)
Public Health Response	$1,644,500	$2,311,000	($666,500)
W&WW Capital Projects*	$4,500,000	$7,500,000	($3,000,000)
Total	**$11,950,000**	**$11,950,000**	**$0**

* W&WW 5 Year CIP Plan proposed $4,500,000 in ARPA funds available for W&WW Capital Projects

Uses of Funds – August 2022

	Proposed Aug 2022	Proposed Jan 2021	Diff
Public Safety 7 FTE (Squad & Lieutenant)	$2,387,500	$2,387,500	$0
Public Safety 9 FTE (Medical Response)	$2,117,500	$0	$2,117,500
Medical Transport- Capital Cost	$1,175,000	$1,175,000	$0
Computer Aided Dispatch (CAD)	$2,000,000	$2,000,000	$0
Public Safety	$3,370,000	$243,000	$3,127,000
Public Health Response	$900,000	$1,644,500	($744,500)
W&WW Capital Projects	$0	$4,500,000	($4,500,000)
Total	**$11,950,000**	**$11,950,000**	**$0**

ARPA funds invested in Public Safety

QUESTIONS/COMMENTS

Choose an item.

DEPARTMENT:

FROM: **Jen Basham, Director of Parks and Recreation**

MEETING: **September 6, 2022**

SUBJECT:

Receive a report, hold a discussion, and provide staff direction regarding gateway monument signs. *(Staff Presenter: Jen Basham, Director of Parks and Recreation).*

SUMMARY:

During the 2022 City Council retreat, gateway monuments identifying entrances into the City of Burleson, were identified as a priority. Staff has identified three potential locations and opinions of probable cost to design and install signs at these locations. If council elects to move forward with the project staff will begin design of the project. This project can be completed all at once or in phases over multiple years

OPTIONS:

1) Recommend moving forward with the design and construction of gateway monument signs
2) Recommend moving forward with changes
3) Recommend not designing and constructing gateway monuments signs

RECOMMENDATION:

Staff recommends moving forward with the gateway monument project

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

N/A

FISCAL IMPACT:

$200,000 has been allocated annually for FY 23-25 in the Parks and Recreation Capital Improvement Plan.

STAFF CONTACT:

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



Gateway Monuments

Staff Presenter: Jen Basham, Director of Parks and Recreation
City Council: September 6, 2022

Gateways to our community

A gateway monument is a freestanding structure or sign, non integral or non required highway feature, constructed, which communicates the name of the city.

- The Proposal

  Entry points into three major areas of the community with the highest traffic counts

- The Cost

  The opinion of probable construction cost is based off of standard materials and the scale of the sign required to be visible along the selected roadway at the speed limit of that road.

- The Timeline

  If Council elects to proceed with this project it is anticipated to take a year for design and installation of one sign a year over a three year period

- The Funding

  Currently Gateway monuments are part of the Parks and Recreation Capital Improvement Program and funded at one sign/$200,000 annually.



BTX MADE


NEW BRAUNFELS
SINCE
1845
TEXAS
THE CITY OF A PRINCE
New Braunfels


CITY OF
DUARTE


GREELEY


HISTORIC
OLDE TOWN ARVADA
1870


CITY OF
Goodyear

Goodyear


NOW OPEN !
RIVERWALK

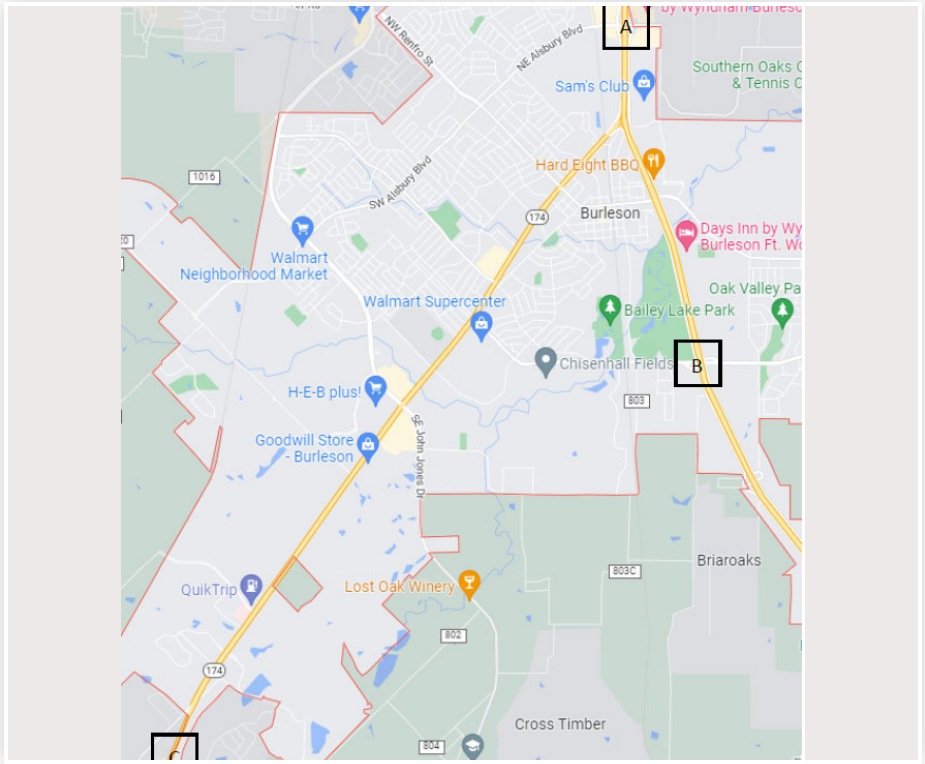

BENNINGTON
COLLEGE


O'Reilly
AUTO
PARTS
Stigler

Locations

During the 2022 City Council retreat, Council identified city beautification and gateway signage as a priority in their strategic plan. Staff worked with a consultant to determine appropriate locations, scale, and cost based off of traffic counts, and planned growth of the city.

- I-35 and Alsbury
  Replacing existing location
- I-35 and New Road
  I-35 headed North towards Hidden Creek Parkway
- SH 174 at Main St
  Heading into Burleson from Joshua



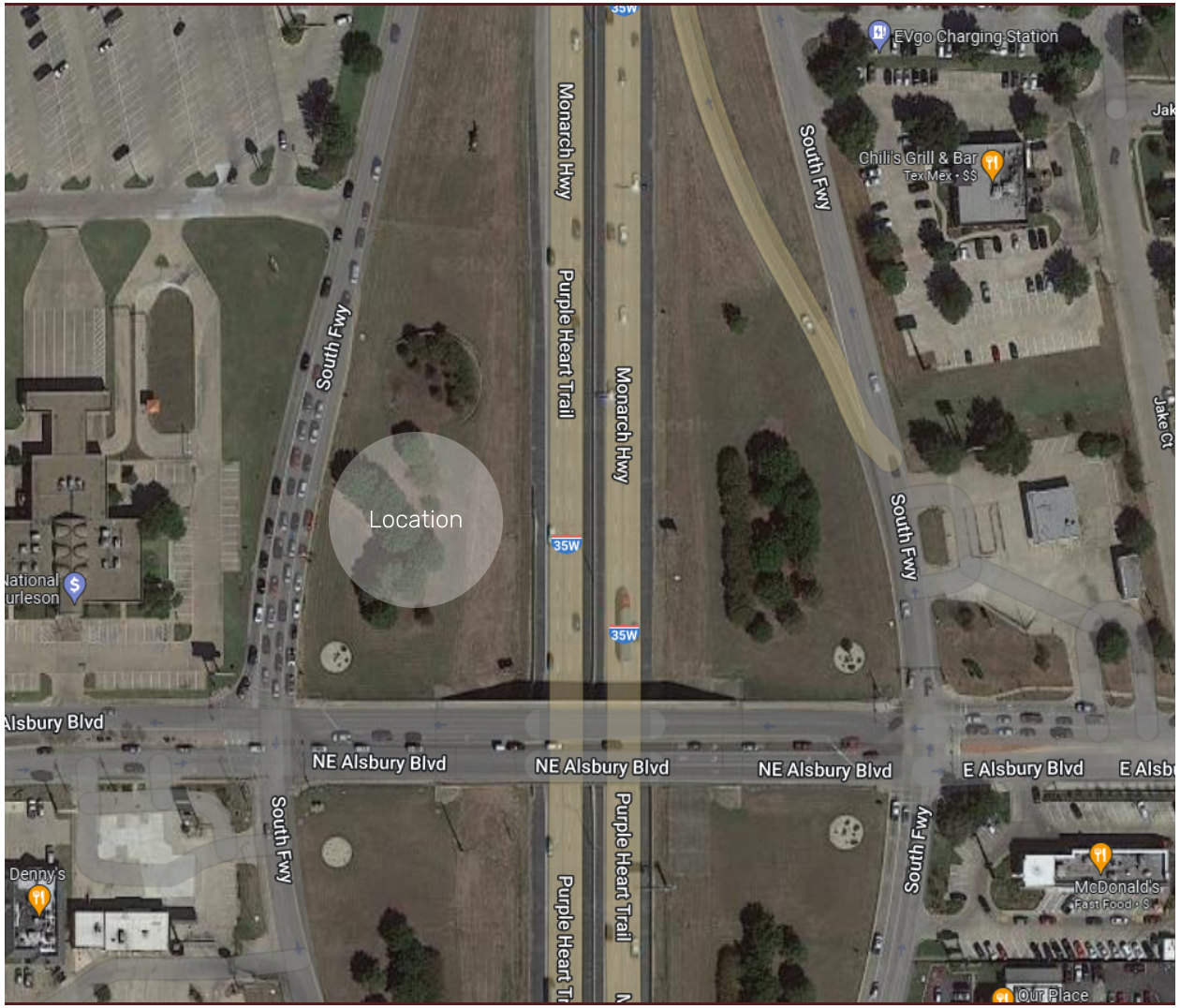
Potential Sign Element-Digital Marquee

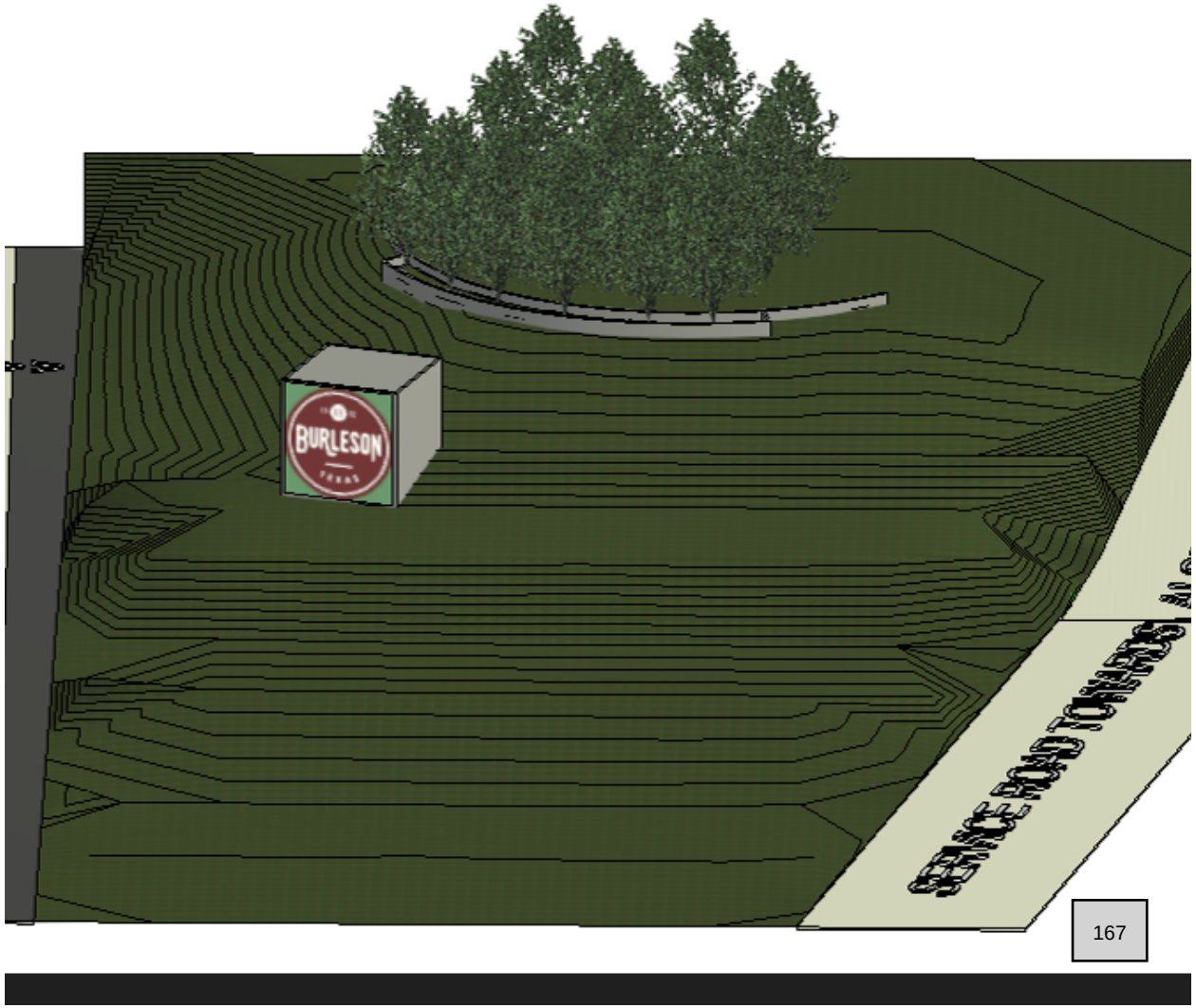
TxDot does not currently have any requirements regarding digital marquees, they do regulate the distance between signs. If supported, staff recommends adding digital marquees to smaller scale signs at entry points with slower traffic and/or a traffic light. (This would not be considered an off premise digital billboard and would be allowed by right)





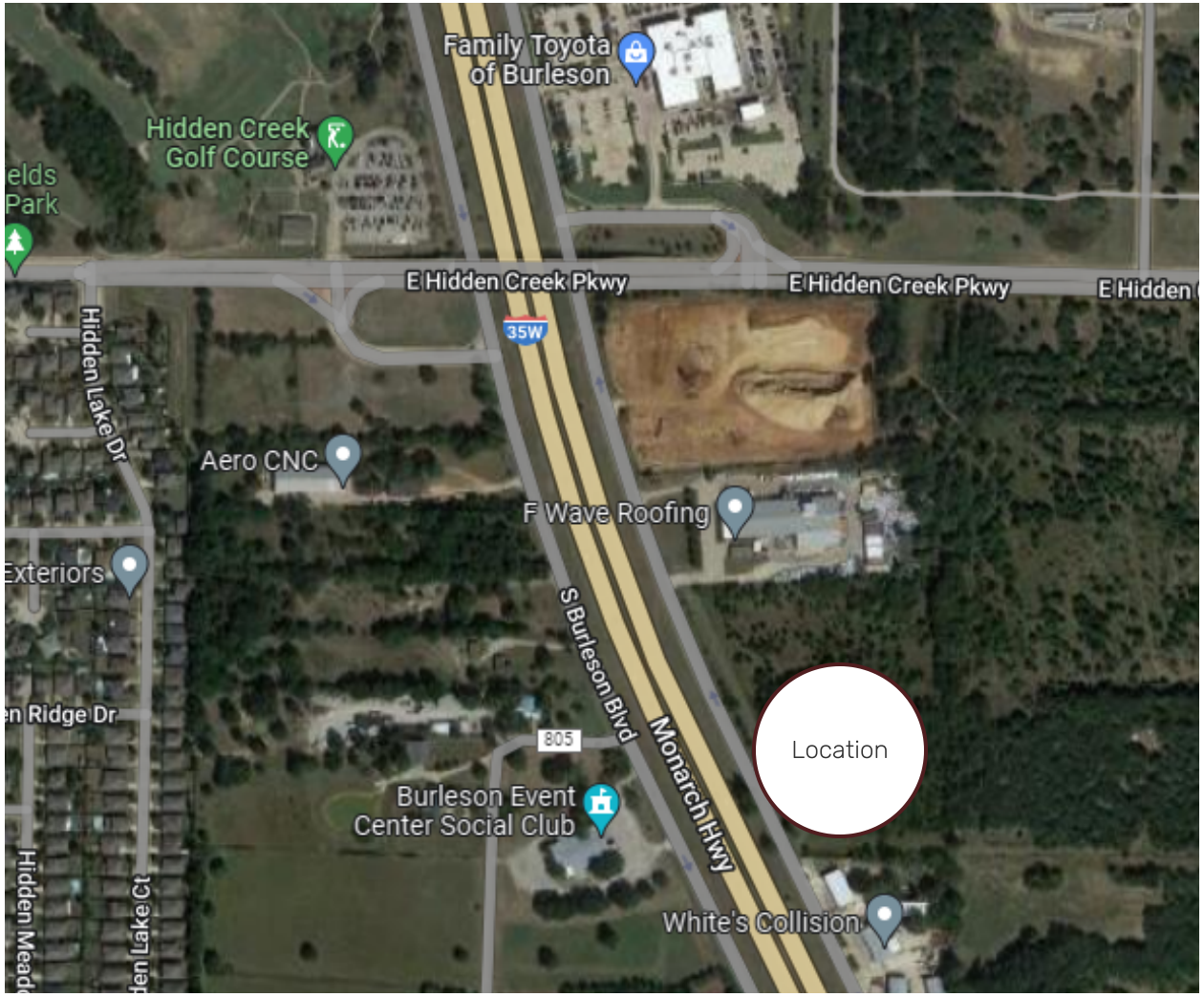
I-35 and Alsbury

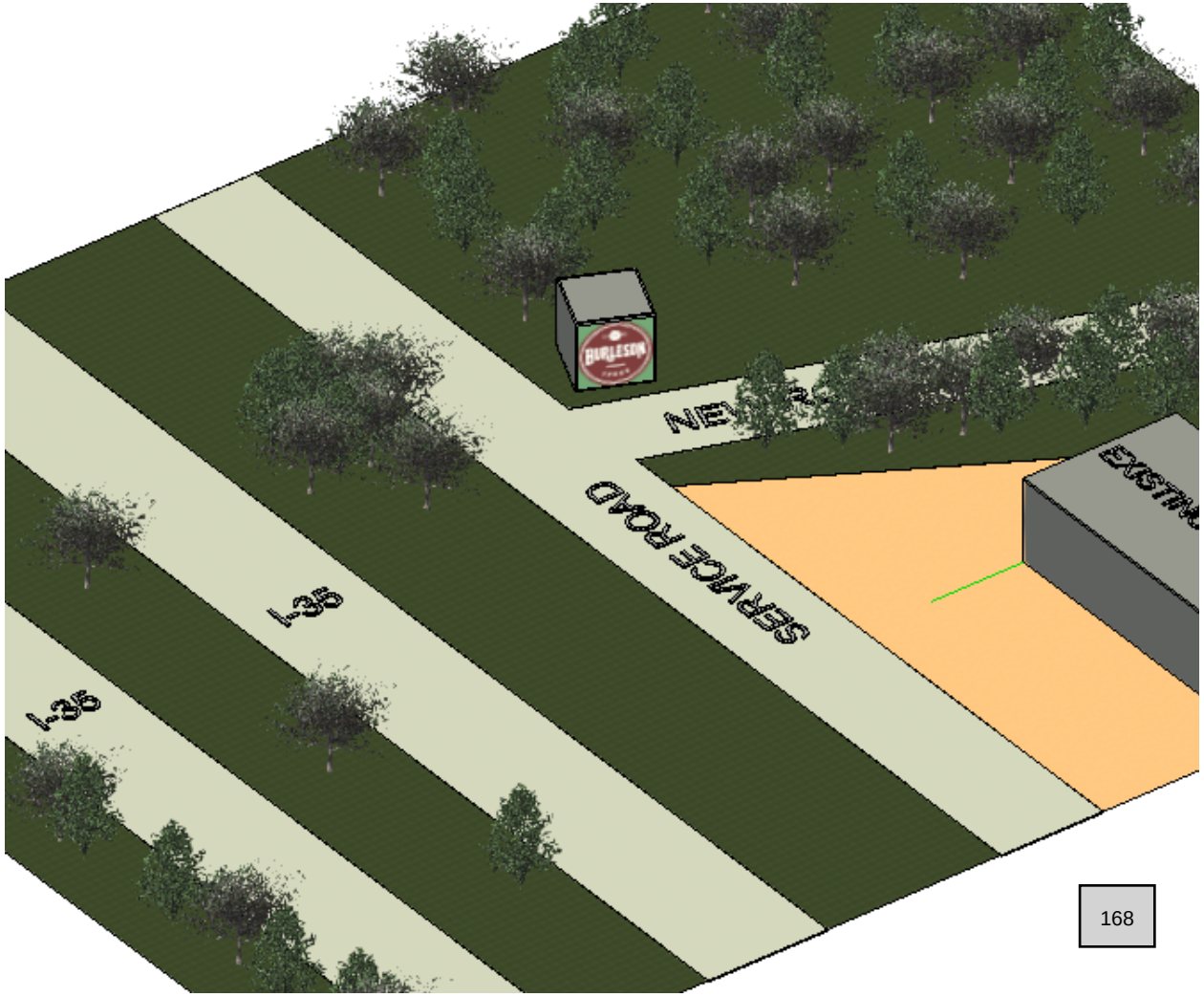




I-35 and New Road

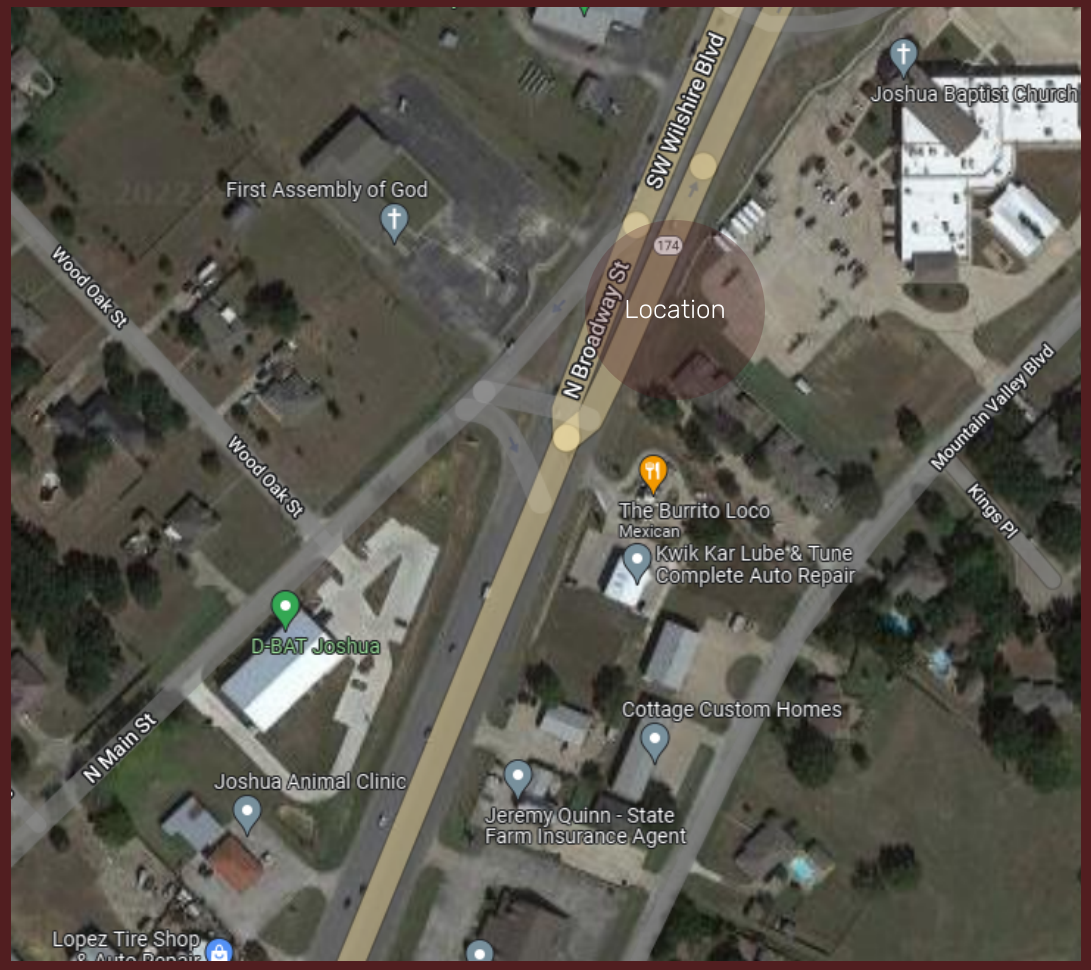
Adjacent to current City of Burleson business park project





SH 174 and Main St

As you enter Burleson from Joshua







Details

- The scale of the signs are based off of what would be necessary to be visible at the location and speed at which traffic would pass by.
- Materials included in the cost were based off of masonry, ironwork, installation, and landscape improvements
- Additional elements, such as a digital marquee would be at an additional cost
- $600,000 is currently budgeted for this project in the Parks CIP

  Staff will provide a low, medium and high cost option for consideration during design

  Depending on the style and materials, design could quickly outpace the allotted budget

Staff Direction



- ✔ Proceed with design and construction of Gateway Monuments
- ✔ Proceed with design and phased construction of Gateway Monuments
- ✔ Proceed with design in different locations
- ✖ Don’t proceed with Gateway Monuments

City Council Regular Meeting

DEPARTMENT: **Fire**

FROM: **K.T. Freeman, Fire Chief**

MEETING: **September 6, 2022**

SUBJECT:

Receive a report, hold a discussion, and give staff direction regarding the discontinuation of services provided by the Burleson Public Health Authority. *(Staff Presenter: K.T. Freeman, Fire Chief)*

SUMMARY:

The Burleson Public Health Authority was created in April 2020 to help fill a gap due to a lack of availability to provide critical services needed to help combat the public health crisis caused by COVID 19. Over the last two years, Burleson Public Health (BPH) has served the needs of the community at large and citizens of Burleson, by providing medical & social services in a compassionate, effective, and efficient manner that has helped to save lives and improve the quality of life within our community. Based on current and consistent trends, demand for the services provided by Burleson Public Heath continues to decline. The decline in services needed to be provided by BPH is due to the current ability of the Private and Public Health provider's ability to meet the demands for COVID like services needed for testing, vaccines, and medical treatment. With this in mind, and since BPH is no longer in a position to provide the most cost effective options, staff is recommending that services provided by Burleson Public Health be discontinued effective October 28, 2022.

OPTIONS:

1) Approve as presented
2) Approve with changes
3) Deny

RECOMMENDATION:

Staff recommends for Council to discontinue services of the Burleson Public Health Authority.

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

N/A

FISCAL IMPACT:

N/A

STAFF CONTACT:

K.T. Freeman
Fire Chief
ktfreeman@burlesontx.com
817-426-9171

Public Health Update

CITY COUNCIL PRESENTATION

SEPTEMBER 6,2022


This Photo CC BY-SA.

A glance in the rear-view mirror

175



Burleson Public Health Accomplishments: 2020-2022

Public Health Instituted April 2020	Dr. Steve Martin MD	Medical/Social Services •Groceries/tolietries •Medical Consultations •Prescribed Monoclonal treatments •Graduation Cap & Gown
Testing: Approxmatly 25K Rapid & PCR	**Vaccinations**: 57K Covid immunizations	Provide guidance: local businesses, daycares, assisted living, nursing homes, BISD & JISD School Dirstricts
Mobil Vaccinations in Burleson & Johnson County	City of Burleson employee informational & vaccine clinics •Spanish speaking •Limited computer access	Saved lives & Served Our Community with Compassion & Excellence!!

Consistent Trends

- Demand for Burleson Public Health Services Continue to decline
  - Last three months: May – Aug (2022)
  - Total Vaccinations: 277 (Last 4 weeks 25 total or 8 average per week)
  - Total Tests: 1154 (Last 4 weeks 317 total or 79 average per week)
- Providers & Supplies for Covid testing, vaccines, treatment, general information are readily available
- Economy of scale to provide Burleson Public Health Services no longer efficient use of funding

Transition of Services Recommendation

- Staff recommends discontinuing public health services on October 28th, 2022. Public health staff has been notified of the recommendation.
- Current services include vaccines, testing, and employee guidance on positive tests and exposures to COVID-19.
- Council appointed Dr. Martin to a two-year term as the City's public health authority. Dr. Martin's contract will continue for the duration of his term to ensure availability for consultation as needed.







Questions Comments

Choose an item.

DEPARTMENT: **City Secretary's Office**

FROM: **Amanda Campos, City Secretary**

MEETING: **September 6, 2022**

SUBJECT:

Consider approval of the minutes from the August 15, 2022 regular council meeting. *(Staff Contact: Amanda Campos, City Secretary).*

SUMMARY:

The City Council duly and legally met on August 15, 2022 for a regular council meeting.

OPTIONS:

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

RECOMMENDATION:

Approval.

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

N/A

FISCAL IMPACT:

N/A

STAFF CONTACT:

Name Amanda Campos, TRMC
Department: City Secretary's Office
Email: acampos@burlesontx.com
Phone: 817-429-9665

BURLESON CITY COUNCIL REGULAR MEETING
August 15, 2022
DRAFT MINUTES

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

COUNCIL ABSENT:

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

1. CALL TO ORDER – 5:31 PM

Invocation - - Rusty Gilliam, Pastor at Cross Timbers Baptist Church

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

- Presentation of Leading the Way City Award 2022 for outstanding achievement and performance to the City of Burleson *(Staff Presenter: Jesse Elizondo, Director of Customer Service)*

C. Community Interest Items

- Back to School Bash was a success and reminder school starts on Wednesday.
- Thank you staff for updating the council chamber's clock.
- BISD Election for Trustee, Early voting going on, Election Day is August 20th
- Thank you to Parks for the Shannon Creek presentation.
- The citizen's input survey for Shannon Creek Park closes August 16th
- BISD election - voting is being held at the school administration building on Wilshire.
- Congratulations to the Library on their grant, giving citizens more books to check out with partnering libraries.
- Be Healthy Run is September 17, register before August 21 for a discounted rate.

- The Brick is hosting a Hollywood Date Night dance Saturday, for ages 14 years and up with special needs and disabilities, free event but requires registration.
- August is clear the shelters, adoption fees waived August 23-27.

3. CHANGES TO POSTED AGENDA

A. Items to be continued or withdrawn

- 6B withdrawn, noticed for September 6, 2022.

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

- None.

4. CITIZEN APPEARANCES

- Alicia Montes came forward with concerns of police personnel.

5. CONSENT AGENDA

A. Minutes from the August 1, 2022 special and regular council meetings and August 4, 2022 special council meeting. ***(Staff Contact: Amanda Campos, City Secretary)***

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

Motion passed 7-0.

B. CSO#3037-08-2022, resolution authorizing the City Manager to execute all necessary documents and make necessary expenditures to enter into and close on a real estate contract with Dusty and Amy Rumfield, as seller, to purchase fee simple title to approximately 13,844 square feet of land out of the H.G. Catlett Survey Abstract No. 185 in Johnson County, Texas. ***(Staff Contact: Michelle McCullough, Assistant Director of Public Works)***

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

Motion passed 7-0.

C. Ordinance adopting the 2022-23 annual service and assessment plan update for the Parks at Panchasarp Farms Public Improvement District No. JC-1 and directing the City Secretary to file this ordinance with the County Clerk. (First Reading) ***(Staff Contact: Matt Ribitzki, Deputy City Attorney/Compliance Manager)***

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

Motion passed 7-0.

D. CSO#3038-08-2022, minute order ratifying the Burleson 4A Economic Development Corporation resolution adopting the corporation's FY2022-2023 annual budget. ***(Staff Contact: Martin Avila, Finance Director)***

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

Motion passed 7-0.

E. CSO#3039-08-2022, minute order ratifying the Burleson Community Services Development Corporation resolution adopting the corporation's FY2022-2023 annual budget. *(Staff Contact: Martin Avila, Finance Director)*

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

Motion passed 7-0.

F. CSO#3040-08-2022, minute order ratifying the Tax Increment Finance Reinvestment Zone #2 (TIF #2) Board resolution adopting the board's FY2022-2023 annual budget. *(Staff Contact: Martin Avila, Finance Director)*

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

Motion passed 7-0.

G. CSO#3041-08-2022, amendment number 2 to CSO#1625-12-2020, a Professional Services Agreement with Dunaway Associates, Inc. for the design of a new parking lot and connectivity plan on Ellison Street in the amount not to exceed $114,240 *(Staff Contact: Tiana Jackson, Civil Engineer)*

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

Motion passed 7-0.

H. CSO#3042-08-2022, construction contract with GROD Construction for the construction of The Turkey Peak Entry Road and Drainage Flume, project WA2201, in an amount not to exceed $349,548. *(Staff Contact: Tiana Jackson, Engineering Manager - Capital)*

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

Motion passed 7-0.

I. CSO#3043-08-2022, conflict of interest waiver agreement with Taylor Olson Adkins Sralla Elam (TOASE) law firm associated with an extraterritorial jurisdiction (ETJ) boundary adjustment between the cities of Burleson, Crowley, and Fort Worth. *(Staff Contact: Tommy Ludwig, Deputy City Manager)*

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

Motion passed 7-0.

J. CSO#3044-08-2022, resolution authorizing a settlement and stipulation of the City of Burleson, Texas's proof of claim in the Chesapeake Energy Corporation, et al., bankruptcy matter (United States Bankruptcy Court for the Southern District of Texas, Houston Division, Case No. 20-33233); providing a repealing

clause and an effective date. ***(Staff Contact: Matt Ribitzki, Deputy City Attorney/Compliance Manager)***

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

Motion passed 7-0.

6. DEVELOPMENT APPLICATIONS

A. Waiver to Section 5.5.E "Parking Lot/Site Layout Design Criteria" of the Design Standards Manual as amended by Resolution R-1175-10 for the parking lot design within 3808 S. Burleson Blvd. (Case 22-104). ***(Staff Presenter: Michelle McCullough, Assistant Public Works Director) (Planning and Zoning Commission recommended approval by unanimous vote).***

Michelle McCullough, Public Works Assistant Director, presented Case 22-096 to the city council.

Mayor Fletcher opened the public hearing. **Time: 5:51 p.m.**

No speakers.

Mayor Fletcher closed the public hearing. **Time: 5:52 p.m.**

Motion made by Dan McClendon and seconded by Rick Green to approve Case 22-096 with the staff recommendations: 1) a geotechnical engineering report be submitted to the city detailing the pavement section existing for parking lot and specifying that the section exceeds the structural capabilities of 7": of flexbase on 95% compacted subgrade prior to any Certificate of Occupancy and; 2) the parking lot shall only be utilized for employee parking and vehicle/truck storage and not accessible to the general public.

Motion passed 7-0.

B. ~~**Waiver to Section 5.1.a "Street and right-of-way basic policies" of the Design Standards Manual for the design criteria for streets within the Good Farms Subdivision located at 2301 CR 805E. (Case 22-096).** ***(Staff Presenter: Michelle McCullough, Public Works Assistant Director) (Planning and Zoning Commission recommended denial by a vote of 3-1.)***~~ **- WITHDRAWN**

Item was withdrawn under Section 3A above.

7. GENERAL

A. CSO#3035-08-2022, ordinance for the sale and issuance of the City of Burleson, Texas Combination Tax and Revenue Certificates of Obligation Bonds, Series 2022 not to exceed $13,500,000, and issuance cost. (First and Final Reading) ***(Staff Presenter: Martin Avila, Finance Director)***

Martin Avila, Finance Director, presented an ordinance to the city council.

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

Motion passed 7-0.

B. CSO#3036-08-2022, ordinance for the sale and issuance of the City of Burleson, Texas General Obligation Bonds, Series 2022 not to exceed $1,450,000, and issuance cost. (First and Final Reading) *(Staff Presenter: Martin Avila, Finance Director)*

Martin Avila, Finance Director, presented an ordinance to the city council.

Motion made by Victoria Johnson and seconded by Rick Green to approve.

Motion passed 7-0.

8. REPORTS AND PRESENTATIONS

A. Receive a report, hold a discussion and give staff direction regarding digital billboard signs. (*Staff Presenter: Tony D. McIlwain, Development Services Director)*

Tony McIlwain, Development Services Director, gave an update on digital billboard signs to the city council.

B. Receive a report, hold a discussion and give staff direction regarding renovation options for City Hall. (*Staff Presenter: Tommy Ludwig, Deputy City Manager)*

Tommy Ludwig, Deputy City Manager, gave a presentation on renovation options for City Hall to the city council.

C. Receive a report, hold a discussion and give staff direction regarding the proposed budget and receive any additional direction from City Council regarding the fiscal year 2022-2023 annual budget. (*Staff Presenter: Martin Avila, Finance Director)*

Bryan Langley, City Manager, presented the proposed budget for FY 2022-2023 to the city council.

RECESS AND BACK TO ORDER

Mayor Fletcher recessed for a short break at 6:44 p.m. and called the meeting back to order at 6:57 p.m. with all members present as recorded.

9. CITY COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS OR REPORTS

- Boards and Commissions – how often they meet (once a year, quarterly, etc.), type of requirements for a meeting, utilize members, make sure members are being heard.
- Shannon Creek Park - the residential houses on Stillwater back up to the space have wrought iron fencing, is that a planned development requirement.

10. RECESS INTO EXECUTIVE SESSION

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

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

-Extraterritorial Jurisdiction between the cities of Burleson, Crowley, and Fort Worth

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

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

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

-Discuss and receive direction on certain parcels of real property for the expansion of County Road 1020 where deliberation in open session would have a detrimental effect on the position of negotiations with third parties.

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

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

D. Personnel Matters Pursuant to Section 551.074

E. Deliberation regarding (1) the deployment, or specific occasions for implementation of security personnel or devices; or (2) a security audit Pursuant to Sec. 551.076

F. Deliberation Regarding Commercial or Financial Information Received from or the Offer of a Financial or Other Incentive made to a Business Prospect Seeking to Locate, Stay or Expand in or Near the Territory of the City and with which the City is conducting Economic Development Negotiations Pursuant to Section 551.087

-Hyder Ranch

G. Pursuant to Sec 418.183(f), deliberation of information related to managing emergencies and disasters including those caused by terroristic acts (must be tape recorded)

Motion was made by Dan McClendon and seconded by Jimmy Stanford to convene into executive session. **Time: 7:48 p.m.**

Motion passed 7-0.

Council member Tamara Payne left the meeting at 7:48 p.m.

Motion was made by Jimmy Stanford and seconded by Dan McClendon to reconvene into open session. **Time: 8:31 p.m**.

Motion passed 6-0. Tamara Payne absent.

ADJOURNMENT

Motion made by Victoria Johnson and Rick Green to adjourn.

Mayor Fletcher adjourned the meeting. **Time: 8:32 p.m.**

_____
Monica Solko
Deputy City Secretary

City Council Regular Meeting

DEPARTMENT: **Customer Service**

FROM: **Jesse Elizondo, Director of Customer Service**

MEETING: **September 6, 2022**

SUBJECT:

Consider approval of a contract with Incapsulate Salesforce Solutions for a customer relationship management software supporting the city's 311 system in the amount of $766,491.60 over five years. *(Staff Contact: Jesse Elizondo, Director of Customer Service)*

SUMMARY:

The City of Burleson is committed to being innovative and intentional in making customer service a priority for citizens, stakeholders and city administration. With calls for service and requests for dynamic information increasing daily, coordination across multiple departments throughout the city is essential to deliver exceptional services to citizens and keep all staff informed. The proposed customer relationship management (CRM) software will serve as a comprehensive system supporting the city's new 311 call center. This system will enable citizens, stakeholders and staff to submit and track service requests, respond to issues, answer cross-departmental inquiries and measure/track related performance metrics across the organization. This software is crucial to 311's mission to provide the highest and most efficient customer experience to our citizens and to provide the most effective internal processes through data driven analysis.

On April 22, 2022, the city issued a Request for Proposal (RFP) for a customer relationship management solution and received twelve submissions. An evaluation team scored those submissions based on vendor qualifications, applications, functionality, price, implementation methodology, support and training. In June 2022, the top three proposals presented their full demonstrations. Ultimately, the evaluation team selected Incapsulate Salesforce Solutions as the top proposal. After completing contract negotiations and fully reviewing scope of work, the final contract in the amount of $766,491.60 over five years is before council on September 6, 2022 with the yearly breakdown as follows:

Year 1: $362,061 (all software, licenses, implementation, training and support)
Year 2: $ 98,605 (ongoing maintenance, licenses, training and support)
Year 3: $100,235 (ongoing maintenance, licenses, training and support)
Year 4: $101,922 (ongoing maintenance, licenses, training and support)
Year 5: $103,669 (ongoing maintenance, licenses, training and support)
* 3.5% escalation build in year over year

The CRM software will integrate (to the fullest extent possible) with existing work order systems within the city as well as the city's GIS mapping system. These integrations will allow staff the

ability to model, measure, and map dynamic requests and information across all departments to provide a next level customer experience for citizens and data driven decisions for the city. The CRM software will also allow customers to engage with 311 in multiple ways including voice call, email, text, web portal, mobile app and more. Not only will this enhance citizen engagement through responsiveness and ease of use, but also allows citizens to search, track, share and receive real-time updates on all service requests and dynamic information. Administratively, the CRM software captures extensive data and mapping, providing tremendous opportunity for internal reporting, efficiency metrics, resource management, service tracking, cost savings and data driven decision-making. The CRM system as the backbone of Burleson's 311 division will streamline information and service request intake, enhance citizen engagement, increase efficiency in service, improve resource allocation and provide the citizens of Burleson a next level customer experience when interacting with their municipal government.

PRIOR ACTION/DISCUSSION

- *January 18, 2022* presentation to city council regarding the newly created customer service department including the future vision and goal of the city's 311 division and use of customer relationship management (CRM) software.
- *April 18, 2022* presentation to city council on the results of the 2022 citywide citizen satisfaction survey with the city's 311 division/CRM system referenced as a way to elevate customer service throughout the organization.
- *June 20, 2022* customer relationship management software discussed during an operational overview of the proposed FY22-23 information technology department budget.
- *July 5, 2022* detailed discussion of the city's 311 division/CRM system structure and functionality during an operational overview of the proposed FY22-23 customer service department budget.
- *August 4, 2022* overview and discussion of the city's 311 division/CRM system during the city manager's FY22-23 budget presentation.

OPTIONS:

1) Approve the contract with Incapsulate Salesforce Solutions
2) Deny the contract

RECOMMENDATION:

Staff recommendations approval of the contract with Incapsulate Salesforce Solutions.

FISCAL IMPACT:

This item has been budgeted and will utilize both the General Fund (61%) and Support Services Fund (39%).

The total project cost will be $766,491.60 over five years.

STAFF CONTACT:

Jesse Elizondo
Director of Customer Service
jelizondo@burlesontx.com
817-426-9662

THE CITY OF BURLESON TEXAS

Customer Relationship Management Software Contract

PRESENTED TO THE CITY COUNCIL ON

SEPTEMBER 6, 2022

Customer Relationship Management (CRM) Software

The Goal of Burleson 311

- To be innovative and intentional in making customer service a priority for citizens and stakeholders of Burleson
- To make contacting and engaging with the City of Burleson simple, easy and effective
- To streamline service request intake and give citizens a single point of entry to access city services and information
- To streamline service delivery while improving resource allocation, performance, accountability and cost savings

* Unofficial 311 BTX Logo
For Visual Purposes Only



Customer Relationship Management (CRM) Software

Timeline

- Request for Proposal - April 22, 2022
- Submissions (12)
- Evaluation Team Scores
  - Vendor Qualifications
  - Appropriate Application
  - Software Functionality
  - Price
  - Implementation Methodology
  - Support and Training
- Top Three Proposals Demonstrations
- Final Scoring and Selection



incapsulate

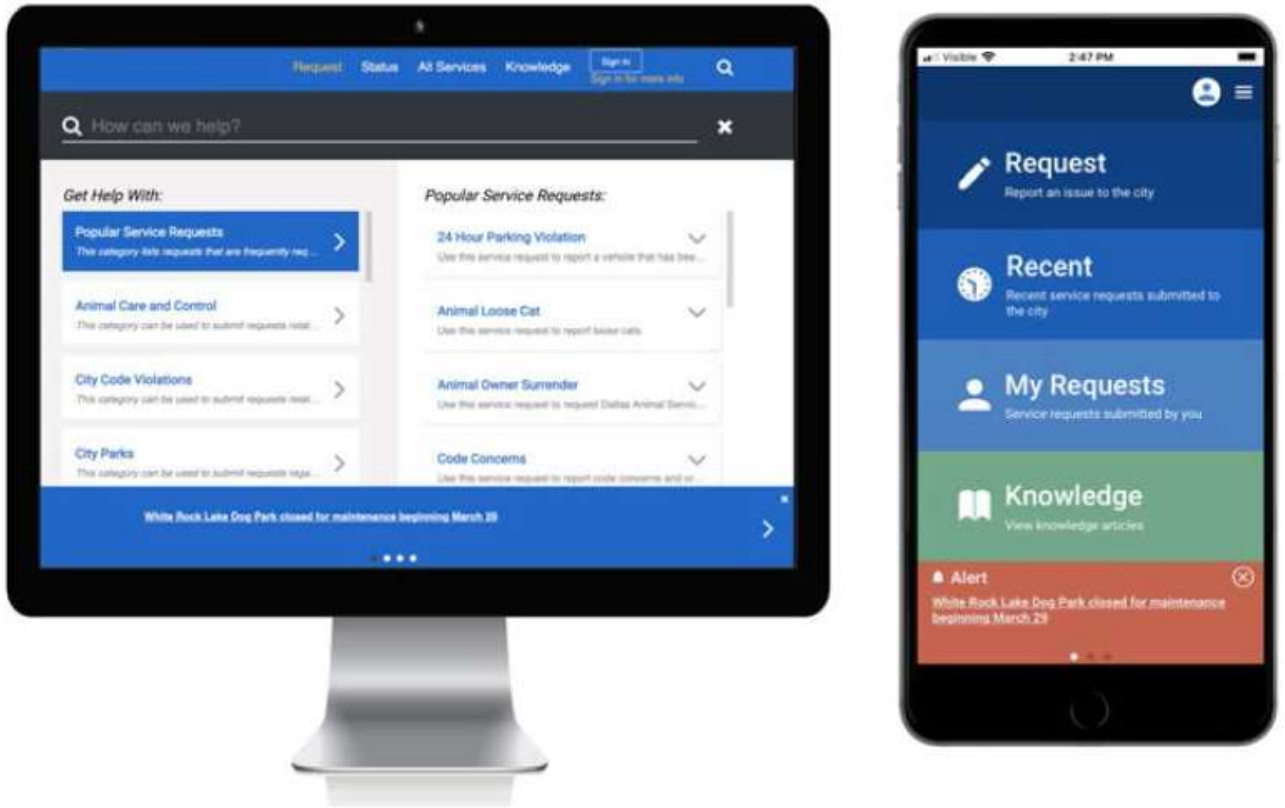
salesforce

Customer Relationship Management (CRM) Software

Features/Benefits

- Value to Citizens
  - Simple Number to Call for Everything
  - Comprehensive Online Portal
  - Organized Personal Profile
  - Easy Mobile Access
  - Real Time Request Tracking
  - Searchable Knowledge Base
  - Extensive Intuitive Database
  - Dynamic Alerts and Updates
  - Phone, Email, Text and App to Case
  - Information in Emergency Situations
  - Future Growth and Tech Capable

Easy, Effective, Innovative, Engaging, Fun and Very Customer Friendly!

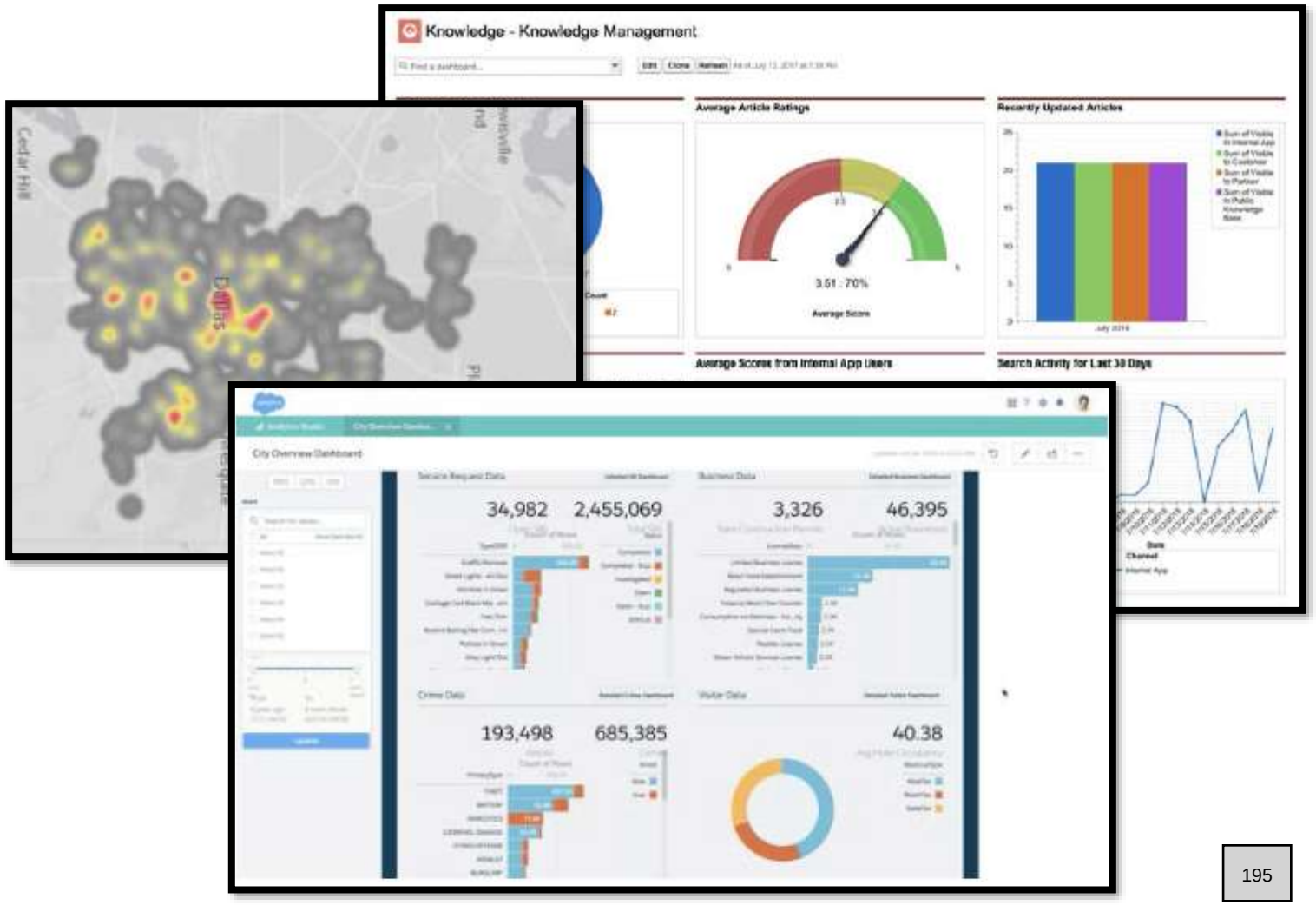


Customer Relationship Management (CRM) Software

Features/Benefits

- Value to Organization and Staff
  - Extensive Data Collection
  - Service Request Integration
  - Streamlining Information
  - Knowledge Base Organization
  - Search and Request Tracking
  - Full GIS Location Mapping
  - Resource Management/Allocation
  - Service Level Agreement Reporting
  - Emergency Management Support
  - Marketing and Promotion Support
  - Data Driving Decision Making
  - More Efficient and Faster Service
  - Cost Savings

Data Drives Excellence in Service!



Customer Relationship Management (CRM) Software

Next Steps

- Purchase and Installation
- Discovery and Alignments
- Populate and Configure
- Integrations
- Structure and Design
- Trial and Testing
- Training
- Staging and Production
- Go Live



Cost Breakdown

Year 1: $362,061 (all software, licenses, implementation, training and support)
Year 2: $ 98,605 (ongoing maintenance, licenses, training and support)
Year 3: $100,235 (ongoing maintenance, licenses, training and support)
Year 4: $101,922 (ongoing maintenance, licenses, training and support)
Year 5: $103,669 (ongoing maintenance, licenses, training and support)

* 3.5% escalation build in year over year

Customer Relationship Management (CRM) Software

Council Action Requested:

1. Approve the contract with Incapsulate Salesforce Solutions.
2. Deny the Contract.

Questions or Comments?

INCAPSULATE MASTER SERVICES AGREEMENT

This Master Services Agreement (hereinafter "Agreement" is entered into this ___6th___day of September 2022 ("Effective Date") by and between Incapsulate, LLC (hereinafter "Incapsulate"), a Delaware Limited Liability Company with its place of business at 1620 L Street NW, Suite 300D; Washington, DC 20036 and the City of Burleson, (hereinafter "Client") with its principal place of business located at 141 W. Renfro St.

WHEREAS, City of Burleson issued RFP 2022-011 and as a result wishes to engage Incapsulate to provide various business and information technology consulting services set forth in this Agreement and in the attached Scope or Work, in accordance with the terms and conditions set forth in this Agreement;

WHEREAS, Incapsulate agrees to provide such services for the compensation and under the terms and conditions set forth in this Agreement and in the attached Scope or Work;

WHEREAS, in return for Incapsulate's providing the services described in this Agreement and in the attached Scope of Work, Client agrees to pay to Incapsulate the fees specified therein;

NOW THEREFORE, in consideration of the promises and the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Incapsulate and Client hereby covenant and agree as follows:

1. SERVICES & SCOPE OF WORK

1.1 Services. Incapsulate agrees to perform for Client the tasks, responsibilities and services ("Services") described on the task-specific schedules ("Statement(s) of Work" or "SOW") to which the Parties may agree from time to time, with each such SOW to be attached hereto, and incorporated herein by reference. Services shall be provided in accordance with the terms of this Agreement, and the applicable SOW, and shall be on either a Fixed Price or Time and Materials (each defined further below), as specified in the SOW.

1.2 Statement of Work. Each SOW comprises a separate agreement for the provision of the Services described. Each SOW will be validated by the issuance of a Client purchase order ("Purchase Order"), and Incapsulate acknowledges and agrees that it shall not begin work under such SOW until such Purchase Order and the associated number has been provided to Incapsulate.

1.3 Statement of Work Amendment. If the work to be performed under a SOW needs to be changed, Client shall propose such changes via written request to Incapsulate, including any change to: (i) the description of Services to be performed; (ii) place of performance; (iii) labor categories; (iv) Resource plan; or, (v) rates as defined in the SOW. Incapsulate shall have seven (7) days to respond to such requests.

1.4 Changes to Statement of Work. In the event of a mutually agreed change to an existing SOW, the Parties shall execute a written amendment to this Agreement and the SOW reflecting the changes, including any increase in costs as a result.

2. TYPE OF STATEMENT OF WORK

Incapsulate shall deliver the Services described in the SOW in the timeframe and at the prices stated therein. The types of engagements, as defined below, for all Services shall be set forth in each SOW.

2.1 Fixed Price. Fixed Price shall mean that Incapsulate quotes a price for Services and such price is specified without qualification in the applicable SOW and such Fixed Price shall apply for the Services or deliverables to be provided regardless of the number of hours it takes Incapsulate to perform the Services and/or

provide the deliverables.

2.2 Time and Materials. Time and Materials means that Client shall pay Incapsulate for Services as determined according to the hourly rates based upon Incapsulate's project work and the skill level of the personnel resource engaged by Incapsulate to complete the work ("Statement of Rates").

3. TERM

3.1 Term. This Agreement (excluding SOWs hereunder) will commence as of the Effective Date and continue until terminated in accordance with the terms and conditions of this Agreement. Each SOW hereunder will commence on the effective date identified therein and continue for the period identified therein unless terminated earlier as set forth herein. The termination of any SOW shall not modify the term of this Agreement or any other SOW. The termination of this Agreement shall immediately terminate any and all SOWs executed hereunder.

4. INVOICES; FEES; PAYMENT

4.1 Invoice Submission. Incapsulate shall submit invoices to Client monthly, for work performed during the previous period. If appropriate, all invoices issued hereunder shall reference the Purchase Order number assigned to the applicable SOW. Incapsulate shall submit original invoices to:

City of Burleson, Texas
141 W. Renfro Street, Burleson, Texas 76028
Attn: Accounts Payable
Email invoices to: Finance@burlesontx.com

4.2 Fixed Price Invoices. For Fixed Price invoices, Incapsulate shall submit invoices to Client for payment for Services and Client shall pay any such invoices pursuant to the provisions of Sections 4.5 and 4.as set forth be.

4.3 Time and Materials Invoices. For Time and Material and Time and Material Subject to Fixed Ceiling invoices, Incapsulate shall provide Client with invoices detailing all fees included thereon, including: (a) the number of hours spent by Incapsulate providing the Services contemplated hereunder; (b) a description of the Services performed by Incapsulate. Client shall pay any such invoices pursuant to the provisions of Sections 4.5 of this Agreement as set forth below. Incapsulate shall invoice for Services monthly.

4.4 Services Covered. Both Parties acknowledge and agree that the charges specified in the applicable SOW are intended to compensate Incapsulate fully for all Services to be performed and/or provided by Incapsulate pursuant to the applicable SOW.

4.5 Payments - Net 30 Days After Receipt of Invoice. Client shall pay all sums owed to Incapsulate within thirty (30) days after receipt of Incapsulate's invoices for such Services.

5. TERMINATION

5.1 Default With Opportunity To Cure. Either Party may terminate this Agreement and/or any applicable SOW for any material breach that is not cured within thirty (30) days after written notice of such breach.

5.2 Default With No Opportunity To Cure. In the event either party: i) becomes insolvent; ii) makes an assignment for the benefit of its creditors; iii) has a receiver appointed to conduct its affairs; iv) admits in

writing its inability to pay its debts generally as they become due; v) institutes proceedings to be adjudicated a voluntary bankrupt, or consent to the filing of a petition of bankruptcy against it; vi) is adjudicated by a court of competent jurisdiction as being bankrupt or insolvent; or, vii) ceases to conduct the active conduct of the business for a period of seven consecutive days, then such party shall be in breach of this Agreement, and the non-breaching party may terminate this Agreement and/or any SOW immediately upon providing written notice to the breaching party.

5.3. Termination for Convenience. Either Party may terminate this Agreement and/or any applicable SOW at any time upon 45 days written notice to the other Party. Upon receipt of a written notice of Termination for Convenience notice, both parties shall promptly meet and jointly develop a transition plan for the active Statements of Work. Such a plan shall be jointly approved by the executives of Client and Consultant.

5.4 Effect of Termination. In the event of termination of this Agreement or any SOW, Incapsulate shall discontinue its performance of the Services and terminate all commitments relating to it in an orderly and economic manner. Upon termination, Client shall be liable for payment to Incapsulate for all Services rendered by Incapsulate through the effective date of termination of this Agreement or the applicable SOW, in accordance with the payment provisions of this Agreement and the applicable SOW.

6. Independent Contractor

6.1 Independent Contractor. The parties to this Agreement agree that the relationship created by this Agreement is that of independent contractors. The parties agree that neither party is an employee, agent, representative, fiduciary, joint venturer, or partner of the other party. Neither party shall have any right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party. Incapsulate shall be solely responsible for complying with all applicable local, state and federal laws governing the Services rendered hereunder, including but not limited to obligations such as payment of federal, state and local taxes, social security, disability, workers compensation to Incapsulate Personnel, if so required by statute or law. Neither Incapsulate nor Client shall be or become liable or bound by any representation, act or omission whatsoever of the other. It is understood and agreed that Client shall make no deductions from fees paid to Incapsulate for any federal or state taxes or FICA, and Client has no obligation to provide worker's compensation coverage for Incapsulate Personnel or to make any "overtime" payments at any rate other than the normal rate agreed to in the Purchase Order. Incapsulate shall have sole and exclusive control over its employees, agents and subcontractors that provide the Services to Client, including the sole and exclusive right to hire, transfer, suspend, layoff, recall, assign, discipline, adjust grievances of, and discharge Incapsulate employees, agents and subcontractors.

Further, Incapsulate shall have the right to appoint and replace those of its employees, agents, and subcontractors providing the Services. Incapsulate will be responsible for the performance of its agents and subcontractors to the same extent as if such performance was exclusively by employees of Incapsulate.

6.2 Incapsulate Personnel. Incapsulate, acting as an independent contractor, shall engage personnel resources whether they be Incapsulate's employees, consultants, or subcontractors to provide the Services as more specifically outlined in the SOW.

7. CONFIDENTIALITY AND NONDISCLOSURE

7.1 Confidential Information. The Parties acknowledge that by reason of their relationship under this Agreement, they may have access to and acquire knowledge from material, data, systems and other information concerning the operation, business, projections, market goals, financial affairs, products, customers (including customer identification and health information), and intellectual property of the other Party that may not be accessible or known to the general public ("Confidential Information").

7.2 Non-Disclosure of Confidential Information. Each Party receiving Confidential Information (the "Receiving Party") agrees to maintain all such Confidential Information received from the other Party (the "Disclosing Party"), both orally and in writing, in confidence and agrees not to disclose or otherwise make available such Confidential Information to any third party without the prior written consent of the Disclosing Party; provided, however, that the Receiving Party may disclose the financial terms of this Agreement to its legal and business advisors and to potential investors if such third parties agree to maintain the confidentiality of such Confidential Information. The Receiving Party further agrees to use the Confidential Information only for the purpose of performing this Agreement. In addition, the Receiving Party shall not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody Confidential Information and which are provided to the Receiving Party hereunder. Whenever requested by the Disclosing Party, the Receiving Party shall immediately return to the Disclosing Party all manifestations of the Confidential Information or, at the Disclosing Party's option, shall destroy all such Confidential Information as the Disclosing Party may designate, provided that the Receiving Party shall be entitled to retain Confidential Information required to be retained pursuant to any law, rule, regulation, court order, or internal record retention policy to which Receiving Party is subject, and to retain any Confidential Information generated as a result of routine electronic backup. The Parties agree to maintain and handle all Confidential Information in accordance with all applicable laws and regulations.

7.3 Exclusions. The Receiving Party's obligations under Sections 7.1 and 7.2 above shall not apply to Confidential Information which: (a) is or becomes a matter of public knowledge through no fault of or action by the Receiving Party; (b) was rightfully in the Receiving Party's possession prior to disclosure by the Disclosing Party; (c) subsequent to disclosure, is rightfully obtained by the Receiving Party from a third party who is lawfully in possession of such Confidential Information without restriction; (d) is independently developed by the Receiving Party without resort to the Disclosing Party's Confidential Information; or (e) is required by law or judicial order, provided that prior written notice of such required disclosure is furnished to the Disclosing Party as soon as practicable, and prior to disclosure occurring, in order to afford the Disclosing Party an opportunity to seek a protective order or other legal remedy to prevent such disclosure, and that if such order or remedy cannot be obtained, disclosure may be made without liability.

7.4 Duration of Confidentiality. The obligations of this Confidentiality and Non-Disclosure (Section 7) of this Agreement shall remain binding on the parties until such time as the Confidential Information no longer qualifies as confidential, proprietary, or a trade secret of the Disclosing Party, or until the Disclosing Party notifies the Receiving Party that the Receiving Party may disclose such Confidential Information, whichever occurs first.

7.5 Non-Solicitation of Employees. During the term of this Agreement and for one (1) year after termination or expiration of this Agreement for any reason, neither party will employ, solicit or induce for hire as an employee, consultant or otherwise any of the other party's employees or contractor resources, without the other party's written consent.

7.6 Remedies; Injunctive Relief. The Parties acknowledge that the violation of any of the provisions of Section 7 herein by a party will cause irreparable loss and significant harm to the other party, which cannot be reasonably or adequately compensated by damages in an action at law, and accordingly, in the event of a breach of any provision of this Section, the non-breaching party shall be entitled, without posting bond or other security, to seek injunctive and other equitable relief, and shall not be deemed to have waived its rights to an action for loss or damages in any court of competent jurisdiction

8. RESERVED

9. <u>NOTICE</u>

9.1 Notice. Any notice required or authorized to be given by either party to the other in accordance with

the provisions of this Agreement, unless otherwise specifically stipulated, shall be in writing and delivered personally, or sent via regular or express mails, via facsimile, or email transmission. Notices shall be deemed given upon the earlier of actual receipt or one (1) day after deposit with the courier service, receipt by sender of confirmation of electronic transmission or five (5) days after deposit with the U.S. Postal Service. This notice shall be addressed to the Parties as follows:

To Incapsulate:	Incapsulate, LLC 1620 L Street NW, Suite 300D Washington, DC 20036 Attn: Controller operations@incapsulate.com
To Client:	City of Burleson, Texas 141 W. Renfro St. Burleson, Texas 76028 Attn: Jesse Elizondo jelizondo@burlesontx.com Director of Customer Service

10. PERFORMANCE OF NECESSARY ACTS

10.1 Necessary Acts. The Parties agree to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

12. RESERVED

13. ENTIRE AGREEMENT

This Agreement, together with each Work Order, SOW, and/or Attachment, set forth the entire understanding of the Parties with respect to the subject matter hereof and thereof. This Agreement supersedes all prior or simultaneous representations, discussions, negotiations, letters, proposals, agreements and understandings between the Parties hereto with respect to the subject matter hereof, whether written or oral. This Agreement and each SOW may be amended, modified or supplemented only by a written instrument duly executed by an authorized representative of each of the Parties. It is expressly agreed that all terms and conditions on order forms or invoices or similar documents issued by Incapsulate pursuant to this Agreement shall be null and void. In the event of any conflict between this Agreement and the terms of any SOW, the terms of this Agreement shall control.

14. WAIVER

14.1 Modifications. All amendments or modifications of this Agreement or to any SOW shall be binding upon the Parties despite any lack of consideration so long as the same shall be in writing and executed by each of the Parties hereto. It is expressly understood and agreed that no usage of trade or other regular practice or method of dealing between the Parties hereto shall be used to modify, interpret, supplement or alter in any manner the express terms of this Agreement or any part hereof.

14.2 No Waiver. No delay or failure by either Party to exercise or enforce at any time any right or provision of the Agreement shall be considered a waiver thereof or of such Party's right thereafter to exercise or enforce each and every right and provision of the Agreement. A waiver to be valid shall be in writing, but need not be supported by consideration. No single waiver shall constitute a continuing or subsequent waiver.

15. SEVERABILITY

In the event that any provision of this Agreement shall be held illegal, invalid or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid and enforceable, and the legality, validity and enforceability of the remaining provisions shall not be affected or impaired thereby. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. No provisions of this Agreement are intended nor shall be interpreted to provide or create any third party beneficiary rights or any other rights of any kind in any other party.

16. REPRESENTATIONS AND WARRANTIES

The Parties represent and warrant that each has the full right, power, and authority to enter into this Agreement and each agreement, document, and instrument to be executed and delivered by the Parties pursuant to this Agreement and to carry out the transactions contemplated hereby and thereby. No waiver or consent of any person is required in connection with the execution, delivery, and performance by the Parties of this Agreement and each agreement, document, and instrument to be executed and delivered by the Parties pursuant to this Agreement.

17. PROPRIETARY RIGHTS

17.1 Incapsulate Materials. Incapsulate shall retain ownership of its entire pre-existing works. To the extent that any pre-existing works are contained in the Services and inseparable therefrom, Incapsulate grants to Client an irrevocable, non-exclusive, worldwide, royalty-free license solely for the purpose of Customer's use of the Services and Deliverables. Incapsulate owns and will retain ownership (including all intellectual property rights) in the Incapsulate Materials, which shall be Confidential Information of Incapsulate, as set forth in Section 7.

18.0 LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES

18.1 Limitation of Liability. During the term of this Agreement each Party will bear the respective costs, risks, and liabilities incurred by it as a result of its activities and obligations. Neither Party shall have any right to any reimbursement, payment, nor compensation of any kind from the other Party during the term of this Agreement for efforts related to the Project. In the event of any breach by either Party of its obligations hereunder, such Party shall be liable solely for direct damages suffered by the other Party that are caused by such breach in accordance with applicable law. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE, WHETHER ATTRIBUTABLE TO BREACH OF THIS AGREEMENT OR OTHERWISE AND IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR LOST PROFITS RESULTING FROM ALLEGED BREACH OF THIS AGREEMENT REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH DAMAGES OR LOST PROFITS ARE SOUGHT, AND EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOST PROFITS. WITH THE EXCEPTION OF A BREACH OF CONFIDENTIALITY AND INCAPSULATE'S INDEMNIFICATION OBLIGATIONS HEREUNDER, INCAPSULATE'S TOTAL CUMULATIVE LIABILITY UNDER THIS AGREEMENT INCLUDING ALL SOWS SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID OR PAYABLE BY CLIENT TO INCAPSULATE DURING THE PREVIOUS TWELVE-MONTH PERIOD.

18.2 DISCLAIMER OF WARRANTY. EXCEPT AS SET FORTH IN THIS AGREEMENT AND ANY SOW(S) ISSUED HEREUNDER, INCAPSULATE MAKES NO WARRANTIES TO CLIENT, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICES PERFORMED OR DELIVERABLES PROVIDED HEREUNDER OR UNDER ANY SOW, INCLUDING, WITHOUT LIMITATION, ANY

IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH OTHER WARRANTIES ARE HEREBY EXCLUDED AND DISCLAIMED**.**

19. RESERVED

20. INDEMNIFICATION

Each party (the "Indemnifying Party") will defend, indemnify and hold harmless the other party (the "Indemnified Party") from and against any and all claims, losses, expenses (including reasonable attorneys' fees), demands or judgments incurred by the Indemnified Party which result from or arise out of the performance by the Indemnifying Party of its obligations under this Agreement or any SOW.

The Indemnifying Party agrees to pay the amount of any resulting adverse final judgment (or settlement to which the Indemnified Party consents) of the Indemnified Party.

The Indemnified Party will (i) promptly notify the other in writing, specifying the nature of the action, and (ii) cooperate with the Indemnifying Party in all reasonable respects in connection with the defense of any such action. The Indemnifying Party shall make no settlement involving consideration, concessions, or agreements other than the payment of money and the exchange of releases without the Indemnified Party's consent, which consent shall not be unreasonably delayed or withheld.

21. FORCE MAJEURE

Neither party shall be liable for any failure to perform, or any delay in performing, its obligations under this Agreement or any SOW (other than any obligation to make payments due and owing hereunder or under any SOW for Services performed), that arises out of, is caused by or results from an event beyond its reasonable control, including, without limitation, acts of God, acts of war, accidents, fires, floods, unusual weather conditions, strikes, labor disputes, pandemics, governmental actions and telecommunications failures. In the event that any such circumstances do arise, occur or result, the party subject thereto shall use commercially reasonable efforts to overcome such circumstances as soon as practicable.

*The remainder of this page is intentionally left blank.

Incapsulate **Subscription Agreement**

This Subscription Agreement (the **"Agreement"**), is effective as of September 6, 2022 and is by and between the City of Burleson, Texas ("Client") and Incapsulate LLC ("Incapsulate"), a Delaware limited liability company.

1. Definitions.

A. **"Claims"** or **"Claim"** means, collectively, lawsuits, actions, complaints, claims, assertions of liability (whether oral or written), losses, damages, liabilities, awards, costs and expenses.

B. **"Confidential Information"** is defined in section 11.B of this Agreement.

C. **"Days"** means calendar days, not business days, unless expressly stated otherwise.

D. **"Intellectual Property"** means all intellectual property rights without limitation including patentable inventions, copyrights, trade secrets, trademarks, service marks, certification marks, know-how, and domain name rights. Intellectual Property also includes all patents and patent applications, and the reissues, divisions, continuations, renewals, extensions, continuations-in-part, and improvements thereof.

E. **"Party"** means one of the parties to the Agreement. **"Parties"** means both parties to the Agreement: Subscriber and Incapsulate.

F. **"Software"** means Incapsulate's 311 Capsules which shall operate on the Subscriber's implementation of Salesforce in its 311 systems. Specific Capsules licensed by the Client, License term and financial terms are specified in Appendix A. The Software is installed in Client's Salesforce environment, as Managed Packages.

G. **"Subscriber"** means the City's_____.

H. **"Subscriber Data"** means all electronic data or information submitted by Subscriber as part of Subscriber's use of the Software.

I. **"Subscription"** means the license as purchased to use the Software.

J. **"Subscription Term"** means the term of the Subscription purchased by Subscriber. Unless expressly indicated otherwise by Incapsulate in writing, the Subscription is for five one year terms.. The Subscriber will be billed for the first year at the time of contract execution. Beginning with the second term and continuing through the fifth term, the Subscriber will be billed thirty days prior to the beginning of the subcription year. . Each annual subscription shall be at the cost specified in Appendix A.

2. Terms of Usage.

A. Provision of Software. Incapsulate shall make the Software available to Subscriber pursuant to this Agreement for the duration of the Subscription Term. This Agreement is not contingent on including future functionality or features with the Software and is not entered into in reliance on any promise or representation by Incapsulate or its agents concerning any future functionality or features of the Software.

B. License. Incapsulate grants to Subscriber a non-transferable, non-exclusive license, subject to the Terms of this Agreement, for the Subscription Term, to use the Software. Under no circumstances shall Subscriber be entitled to receive the source code to the Software, even if in case of a breach by Incapsulate. This License is

limited; no other uses of the Software are implied.

C. Limitations on License.

(1) Subscriber may not sublicense or rent the Software to others.

(2) Subscriber may use the Software only in connection with providing its 311-related services.

(3) Subscriber may not use the Software to provide consulting services to third parties.

(4) Subscriber may not decompile, reverse engineer, disassemble, transfer, distribute, resell, assign, sublicense, commercially exploit, or otherwise use the Software to create any derivative works.

(5) Subscriber may not use any network monitoring or discovery software to determine the architecture of the Software.

(6) Subscriber may not use any robot, spider, or other automatic software or device, or manual process to monitor or copy the Software.

(7) Subscriber may not use any aspect of the Software to create similar software or services.

(8) Subscriber may not interfere with or disrupt the integrity or performance of the Software.

(9) The Parties agree that the Agreement constitutes a License, not a sale, of the Software. Any attempt by Subscriber to transfer the license in the Software, except as expressly permitted in writing by Incapsulate, shall result in immediate termination of the Subscription.

D. Violation of the License. Should Subscriber violate the License (e.g., violate any prohibition contained in section 2.E of this Agreement) and not cure that violation within the time provided herein, and should Incapsulate undertake litigation against Subscriber to protect Incapsulate's interests, Incapsulate shall be entitled to recover its reasonable attorneys' fees and costs.

3. Intellectual Property Ownership. The Software shall remain the exclusive Intellectual Property of Incapsulate. Subscriber does not acquire any ownership in the Software because of this Agreement. Subscriber acknowledges, shall not challenge, and shall not voluntarily aid any third party in challenging Incapsulate's Intellectual Property of the Software. Per the License, Subscriber can only use the Software within _____ but cannot reassign, transfer, or resell outside.

4. Use by Subscriber's Contractors. Subscriber's contractors may exercise on Subscriber's behalf Subscriber's entire license rights to the Software, provided that (i) the entire use of the Software by Subscriber's employees and contractors remains within the parameters stated in the Agreement, (ii) those contractors agree to not further disclose, transfer or allow access to the Software to third parties, (iii) such contractor usage is solely for Subscriber's purposes, and (iv) the contractors abide by the limitations in section 12.B of this Agreement ("Confidentiality"). Subscriber shall be liable for any breach of this Agreement by its contractors.

5. Subscriber Responsibilities.

A. Subscriber's Computer Environment. Subscriber is solely responsible for the quality and maintenance of the computing environment from which it will access the Software.

B. Salesforce. Subscriber is responsible for licensing Salesforce software sufficient to interface with the

Capsules and with the same number of seats as required under the License. At Subscriber's request, Incapsulate will assist in the procurement of the appropriate Salesforce license.

C. Internet Browser Compatibility. Incapsulate shall ensure that the Software is usable with Internet browsers that are compatible with Salesforce.

D. File Conversion. Incapsulate is not responsible for converting Subscriber's data files for use with the Software.

E. Data. Subscriber is solely responsible for the accuracy, completeness, and integrity of all data that it submits to or derives from the Software.

6. Incapsulate's Responsibilities.

Capsule Updates. The Capsule will be updated as required to ensure compliance with Salesforce Seasonal releases. This is anticipated to entail up to three (3) Capsule releases per year, (usually Spring, Summer and Winter to align with the Salesforce Seasonal releases) but may vary according to the Salesforce Seasonal release schedule. New Capsule releases shall be made available to the Subscriber on a mutually agreed schedule. The following apply to Capsule updates:

1. Incapsulate will apply one Capsule release per year to the Subscriber's Salesforce Org and perform any related activities (e.g., installation, associated User Acceptance Testing, configuration, training) as part of the Annual Subscription.
2. To the extent that the the Subscriber wishes to implement more than one Capsule release per year, the Subscriber is responsible for applying the Capsule updates to the Subscriber's Salesforce Org and performing any related activities (e.g., installation, associated User Acceptance Testing, configuration, training) notwithstanding the existence of a separate support (i.e., Managed Services) agreement with Incapsulate
3. Incapsulate will provide defect resolution support, limited to defects within the Capsule itself, as below (See Capsule Defect Resolution)
4. Incapsulate can provide consulting, upgrade and training at additional cost on either a T&M basis (preferred) or Fixed Price basis. Such services are offered on a case-by-case basis through individual SOWs or on a recurring basis via the Incapsulate Managed Services offering (which requires a separate agreement or a Managed Services Statement of Work)

Capsule Defect Resolution. Incapsulate will provide defect resolution support for functionality of Capsules not working as designed. Defects resulting for any other issues (e.g., improper configuration of the Capsule, Subscriber custom development) are not covered under this agreement.

- Defects will be classified (and responded to) according to the following severity levels:

everity Level (Title)	**Description**	**Response / Resolution Approach Service Level Agreement (SLA)**
Level 1 (Significant)	Causes failure of the system resulting in the inability to perform essential, customer-focused tasks (service request intake, service request routing, and/or service request closure) and/or unrecoverable loss of critical data (e.g., service request details or critical customer	● Initial response with preliminary estimate and p to resolve within 4 hours (Incapsulate business days 9AM-5PM EST) of Incapsulate's receipt o the defect. ● Daily status updates to impacted Subscribers ● Capsule Patch Release issued once an issue resolved.

	information). No workarounds exist.	
Level 2 (Moderate)	Results in reduced functionality sential for successful operations. A ork around exists but its sustained use unsatisfactory.	● Initial response within 24 hours ● Depending on specific nature of the issue, either ○ Capsule Patch Release issued as soon issue resolved ○ Issue resolved in next scheduled (e Seasonal) Capsule release
Level 3 (Minor)	Results in reduced functionality for non-critical ects of the system. A work around exists.	● Initial response within 48 hours ● Issue resolved in next scheduled (e.g., Seasor Capsule release

Subscribers shall be able to submit tickets electronically (via email) at anytime. Incapsulate will provide a phone number for submission of Severity Level 1 tickets between the hours of 9AM - 5PM (EST) on Incapsulate's business days.

Incapsulate reserves the right to bill the Subscriber for time spent triaging (e.g., issue investigation, research, Subscriber consultation) tickets reported that turn out to be non-issues or turn out to be caused by factors other than the Capsule (e.g., other vendors, Salesforce platform components) according to an established Schedule of Fees. Incapsulate will whenever possible notify a client if Incapsulate identifies a pattern of issues being submitted without expected triage before initiating billing as described here.

7. Incapsulate's Warranties and Covenants, Remedies and Disclaimer.

A. Availability. Availability of the Software is subject to the availability of the Salesforce environment. Subscriber expressly acknowledges and understands that there will be with exceptions to Availability for commercially reasonable downtime in line with other commercial software services for business functions, including such commercially reasonable downtime due to maintenance and, for repair, or updates whether scheduled or otherwise occasional technical difficulties.

B. Subscriber Data Security Warranty. Incapsulate shall maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Subscriber Data. Incapsulate shall not (i) modify Subscriber Data, (ii) disclose Subscriber Data except as compelled by law in accordance with a **"Compelled Disclosure"** (as set forth below) or as expressly permitted in writing by Subscriber or by this Agreement, or (iii) access Subscriber Data except to provide the Software or prevent or address service or technical problems, or at Subscriber's request. (The foregoing is the **"Subscriber Data Security Warranty."**) Nevertheless, despite the foregoing, should there occur a breach in the security of Subscriber Data (a **"Subscriber Data Security Breach"**), such as but not limited to disclosure by Incapsulate of Subscriber Data to an unauthorized third party or Incapsulate permitting an unauthorized third party to have access to Subscriber Data, then Incapsulate's sole notice obligation shall be to give notice to Subscriber of that data security breach. It shall be Subscriber's sole responsibility (and not Incapsulate's responsibility) to give notice of the Subscriber Data Security Breach to any other person or party as required by applicable law or as may be prudent for legal or business reasons. Incapsulate shall have no other responsibility or liability for a Subscriber Data Security Breach than otherwise set forth herein including, but not limited to, any security breach involving or resulting from Subscriber's use of Salesforce.

C. Remedy for Breach: Should Incapsulate breach the Subscriber Data Security Warranty, Subscriber's

sole remedy shall be for Incapsulate to repair the Software by restoring them to the standard of the applicable warranty.

D. Warranty Disclaimer. Incapsulate provides only the covenants and warranties stated expressly in this Agreement. INCAPSULATE MAKES NO OTHER COVENANTS OR WARRANTIES AS TO THE SOFTWARE, AND IT DISCLAIMS EACH OF THE FOLLOWING WARRANTIES THAT MIGHT OTHERWISE BE IMPLIED BY LAW: (i) IMPLIED WARRANTY OF MERCHANTABILITY; (ii) IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, EVEN IF INCAPSULATE HAS BEEN ADVISED OF SUCH PURPOSE; (iii) IMPLIED WARRANTY OF NON-INFRINGEMENT, NON-MISAPPROPRIATION, AND NON-INTERFERENCE; (iv) IMPLIED WARRANTY OF ACCURACY; AND (v) IMPLIED WARRANTY OF SYSTEM INTEGRATION. Subscriber agrees that no representations, warranties or covenants have been made regarding the Software other than those in this Agreement.

8. Audit. Incapsulate may audit the business records and computer systems of Subscriber to ascertain whether Subscriber's use of the Software has been and is within the scope of the Subscription granted to Subscriber, including but not limited to compliance with: (i) the limitation of usage to the designated Subscriber; and (ii) the confidentiality, trade secret, and non-circumvention obligations set forth in this Agreement. Incapsulate shall provide Subscriber at least 30 days' notice prior to an audit. Incapsulate may use contracted professionals to assist in the audit or to conduct it on behalf of Incapsulate, such as accountants and computer technicians. Incapsulate shall be responsible to Subscriber for ensuring that any such contracted professionals maintain the confidentiality of Subscriber's Confidential Information. Subscriber shall cooperate in any such audit by making relevant business records and computer systems available to Incapsulate and organized for review. Subscriber shall not destroy evidence of the extent of its use of the Software between the time of receipt of notice of an audit and the completion of the conduct of the audit; doing so shall create a presumption that Subscriber was willfully using the Software in excess of its license rights. Incapsulate may not audit more than once per calendar year unless a past audit by Incapsulate has demonstrated that the Subscriber was using the Software in violation the terms of this Agreement. If Incapsulate's audit does not uncover any violation of the terms of this Agreement, then each Party shall bear all of its own costs associated with the audit. If Incapsulate's audit reveals usage of the Software in violation of the terms of this Agreement, then the Subscriber shall pay to Incapsulate all of Incapsulate's out-of-pocket costs associated with the audit plus Incapsulate's then-current list-price for any unlicensed usage of the Software, i.e., the price that Incapsulate charges to a subscriber who does not presently have a Subscription to the Software and who is not entitled to any discounts. Subscriber shall pay such sums within 30 days of written notice of the audit results from Incapsulate, and Subscriber shall pay interest at a rate of 1.5 percent per month on any sum not paid within such 30 days. Should Incapsulate deem it necessary to utilize legal services to collect the sum due from Subscriber, Incapsulate shall be entitled to collect its reasonable attorneys' fees and costs from Subscriber, including both legal fees spent before and after the filing of suit. Incapsulate's rights and remedies stated in this section do not limit the other causes of action and remedies that Incapsulate may have under the Agreement or applicable law.

9. Limitation on Liability.

A. FOR ALL CLAIMS ARISING FROM OR RELATED TO THIS AGREEMENT OR ITS SUBJECT MATTER, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR THE PAYMENT OF ANY CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, OR DAMAGES FOR LOST BUSINESS, LOST PROFITS, INTERRUPTED OPERATIONS, OR LOST OR DAMAGED DATA, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. INCAPSULATE'S ENTIRE LIABILITY TO SUBSCRIBER FOR ALL CLAIMS ARISING FROM OR RELATED TO THIS AGREEMENT OR ITS SUBJECT MATTER, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE TOTAL

AMOUNT OF SUBSCRIPTION FEES PAID BY SUBSCRIBER TO INCAPSULATE UNDER THIS AGREEMENT.

B. THE LIMITATIONS OF LIABILITY, DISCLAIMERS OF WARRANTIES, EXCLUSIVITY OF REMEDIES, AND OTHER LIMITATIONS IN THIS AGREEMENT ARE AN ESSENTIAL ELEMENT OF THE BARGAIN BETWEEN THE PARTIES (WITHOUT WHICH THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT WOULD NOT OCCUR) AND WILL APPLY EVEN IF A REMEDY, WARRANTY, OR COVENANT FAILS IN ITS ESSENTIAL PURPOSE.

10. Marking and Usage of Data

A. Markings. Subscriber shall not remove, obscure or alter any Intellectual Property marking, confidentiality marking, or legal notice included with or otherwise relevant to any aspect of the Software. Subscriber shall not permit others to do so.

B. License to Use Feedback. Subscriber grants to Incapsulate an irrevocable, royalty-free, worldwide license of unlimited duration to use, modify, and incorporate into the Software any feedback, suggestions, requests, or recommendations relating to the Software.

C. Usage Data. Subscriber grants to Incapsulate an irrevocable, royalty-free, worldwide license of unlimited duration to use, modify, and incorporate into its own support offering, product development, operational plans, and sales or marketing materials, any anonymous usage data acquired from Subscriber's use of the Software.

D. Use of Name. Subscriber expressly agrees that Incapsulate may make references to Subscriber and Subscriber's URL and may use Subscriber's name, trademark, and logo for the limited purpose of publishing it in Incapsulate's current list of subscribers. Incapsulate may also respond to any inquiry regarding whether Subscriber is a licensee and user of the Software.

11. Term and Termination; Renewal. The Agreement will remain in effect for five years. At the 5-year mark, Burleson has the option to extend, as described in RFP 2022-011.

A. Term. Unless expressly indicated otherwise by Incapsulate in writing, the Subscription Term is for one year measured from the date of this Subscription Agreement.

B. This Agreement may be terminated as follows:

(1) by either Party, upon Notice, if the other Party is in material breach of any of its obligations and the breach is not capable of being cured;

(2) by Subscriber providing notice of non-renewal at least 30 days prior to the end of any Subscription Term;

(3) by Incapsulate providing notice of non-renewal at least 30 days prior to the end of any Subscription Term; and

(4) Immediately by Incapsulate after providing Subscriber notice that it is in violation of this Agreement and Subscriber fails to cure such violation within 15 days of the date of such notice of violation.

C. Termination. Within five days of the effective date of termination, Subscriber will certify in writing to Incapsulate that Subscriber has ceased any and all use of the Software. Should Subscriber fail to so certify within those five days after termination, Subscriber agrees that it shall be liable for a

Subscription fee in an amount of one month pro-rated to the annual fee.

D. Termination of this Agreement shall not bar either Party from pursuing any cause of action or remedy it may have available against the other Party for breach of the Agreement.

12. General Terms.

A. Assignment. Incapsulate may assign the Agreement to a successor to its business or purchaser of a majority of controlling interest. This Agreement may not be assigned by Subscriber.

B. Confidentiality.

(1) **"Confidential Information"** means, collectively: (a) the trade secrets of a Discloser; (b) information that Discloser has kept confidential; (c) information that Discloser is obligated to keep confidential to some extent by law; and (d) information that a third party has provided to Discloser under an obligation of confidentiality.

(2) Confidential Information of Subscriber. The Subscriber Data is the Confidential Information of Subscriber.

(3) **"Recipient"** means the Party receiving Confidential Information.

(4) **"Discloser"** means the Party that discloses, transmits or allows access to Confidential Information to Recipient.

(5) Marking. The Subscriber Data are Confidential Information and do not need to be marked as such to have such status. For any other information to have Confidential Information status, Discloser must mark it conspicuously as "Confidential Information" or with other words that convey the same meaning, unless federal, state or local law makes that type of information confidential (e.g., "protected health information" under HIPAA).

(6) Exclusions from Confidential Information. Confidential Information shall not include information that: (a) constitutes general skills and experience gained under this Agreement; (b) is already known by Recipient at the time of disclosure as established through written evidence pre-dating this agreement; (c) is publicly available at the time of disclosure or subsequently becomes publicly available through no fault of Recipient; (d) is required to be disclosed by governmental or judicial order; (e) is rightfully acquired by Recipient from a third party who is not in breach of an agreement to keep such information confidential; or (f) is developed by personnel of Recipient independently of, and without access or exposure to, the Confidential Information.

(7) Confidentiality Obligation. Except as otherwise provided herein, Recipient shall not disclose Confidential Information, allow access to it or transfer it to third parties, or use it for any reasons other than performing this Agreement or exercising the license rights granted to it under this Agreement. Recipient shall make best efforts to protect the confidentiality of Confidential Information, and shall protect it at least as carefully as it protects its own sensitive confidential information. If a Recipient believes that there has been an unauthorized disclosure, access, transfer, or use of Confidential Information, it shall notify Discloser as soon as possible.

(8) Compelled Disclosure. The Recipient may disclose Confidential Information of the Disclosure if it is compelled by law to do so, provided that the Recipient gives the Disclosure prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Discloser's cost, if the Disclosure wishes to contest the disclosure. If the Recipient is compelled by law to disclose the

Discloser's Confidential Information as part of a legal proceeding (except for litigation initiated by one Party against the other Party), the Disclosure shall reimburse the Recipient for its attorneys' fees and costs incurred and for Recipient's reasonable cost of compiling and providing secure access to such Confidential Information.

(9) Contractors. Recipient may disclose Confidential Information to its contractors provided that such contractors adhere to rules stated in this section, and such contractors use the Confidential Information solely to perform Recipient's obligations under this Agreement. A Recipient who discloses Confidential Information to a contractor shall be liable for the contractor's handling of the Confidential Information as if the contractor were an employee of Recipient. Under no circumstances may a Recipient disclose Confidential Information to a competitor of the Disclosure.

(10) Term of Confidentiality. The confidentiality obligations under this Agreement shall survive with respect to Confidential Information until such information is excluded from the definition of Confidential Information.

C. Taxes. Subscriber shall be solely liable for any taxes resulting from this Agreement or any activities hereunder (exclusive of taxes on Incapsulate's gross and/or net income), even if Incapsulate does not collect the tax from the Subscriber. Any taxes for which Subscriber is liable shall not reduce the amount due to Incapsulate under this Agreement. If either Party determines that a tax will be imposed for which Subscriber is responsible under this Agreement, Incapsulate may require Subscriber to prepay the tax to Incapsulate or the taxing authority, as appropriate, before Incapsulate continues its performance under this Agreement. If Subscriber claims exemption from any taxes, at Incapsulate's request, Subscriber shall provide Incapsulate with documentation sufficient to support tax exemption. Subscriber shall indemnify, hold harmless and defend Incapsulate from any claim asserted by a taxing authority arising from or related to taxes owed (exclusive of taxes on Incapsulate's gross and/or net income) or purported tax exemptions, including all penalties and interest.

D. Agreement Modification or Replacement. The Parties may agree to amend or replace this Agreement at any time in the future, including at the time of any renewal of Subscriber's Subscription to the Software. Any such agreement must be in writing and executed by both parties. This Agreement shall not be supplemented or modified by Subscriber's boilerplate contracting documents, including purchase orders, work orders, order acknowledgments, and shipping documents. The boilerplate terms in such documents shall have no contractual effect unless Incapsulate agrees to them expressly and in writing.

E. Disputes.

(1) Resolving Disputes. This Agreement and the Parties' relationship shall be governed by and construed under the laws of the State of Delaware and applicable federal law, and Delaware's choice of law rules shall not change this governing law. Any litigation between the Parties shall occur only in the state courts for the State of Delaware, or the federal courts in the U.S. District Court for the District of Delaware. Subscriber consents to such personal jurisdiction and irrevocably stipulates that, by entering into this Agreement, such courts have personal jurisdiction over the Subscriber for all claims arising from or related to this Agreement or its subject matter.

F. Limitation on Time to Assert a Claim. Each party shall assert any claim against the other party arising from or related to the Software within two years of the accrual of the claim. A counterclaim is not barred if the claim filed by the other party is timely under this section. Otherwise, all claims not made within the time provided by this section are waived and barred.

G. Notices. Any notice to Incapsulate shall be directed to this contact and address:

Ajay Batish
Chief Executive Officer
Incapsulate, LLC
1620 L Street – 3rd Floor, Suite D
Washington, DC 20036

abatish@incapsulate.com

Any notices to Subscriber shall be directed to this contact and address:

Attn: Jesse Elizondo
jelizondo@burlesontx.com
Director of Customer Service

Each Party may change its address by the means provided herein for giving Notice. Any Notices sent pursuant to this Agreement shall be in writing (including email), and become effective when the email is received, delivered by hand, or by FedEx or similar commercial carrier.

H. Force Majeure. Incapsulate shall not be liable for any failure or delay caused by events beyond Incapsulate's reasonable control including, without limitation, Subscriber's failure to perform its obligations in a timely fashion. Should Incapsulate be delayed from performing its obligations because of an event beyond its reasonable control, Incapsulate may and shall resume performance when the obstacle to performance is removed. Subscriber expressly agrees that any act or omission on the part of Salesforce which disrupts the Software shall fall under terms of this subsection.

I. Severability. If any term or provision of this Agreement shall be found to be illegal or unenforceable, the remainder of the Agreement will remain in effect.

J. Headings. The headings in this Agreement shall not be considered in interpreting this Agreement.

K. Waiver. No waiver, by either party, of any breach by the other party of any of the terms of this Agreement, shall be a waiver of any other breach of the same or other provisions; no such waiver shall be effective unless in a writing signed by the waiving party.

L. Drafter. This Agreement shall not be interpreted based upon any rule of construction against the drafter.

M. Authorized Signer. Each person signing this Agreement represents and covenants that he or she has the authority to do so on behalf of the entity on whose behalf that person purports to be acting.

N. Survival of Terms. Any terms of this Agreement that by their nature extend beyond the termination of this Agreement remain in effect post-termination.

Statement of Work for the City of Burleson TX - Customer Relationship Management (CRM) Solution

Submitted to:

THE CITY OF BURLESON TEXAS

Submitted by:

incapsulate

Submitted: July 31, 2022

Contact: Dilshad Albert | dalbert@incapsulate.com

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1.0 Overview

The purpose of this Statement of Work (SOW) is to provide an overview of scope, architecture, project timeline, approach and costs to implement the City of Burleson 311/CRM System.

The CRM Solution would be built on Salesforce Service Cloud and the Incapsulate 311 Capsule. This provides a unique package of specific 311/CRM tools, implemented to support the Burleson CRM implementation.

This will be a 21 week Firm Fixed Price Project that will begin after the Purchase Order from the City is received by Incapsulate. The overall purpose of this project is to provide and implement an enterprise-wide, 311/CRM solution for the City using the Salesforce Service Cloud and the Incapsulate 311 Capsule.

2.1 Scope

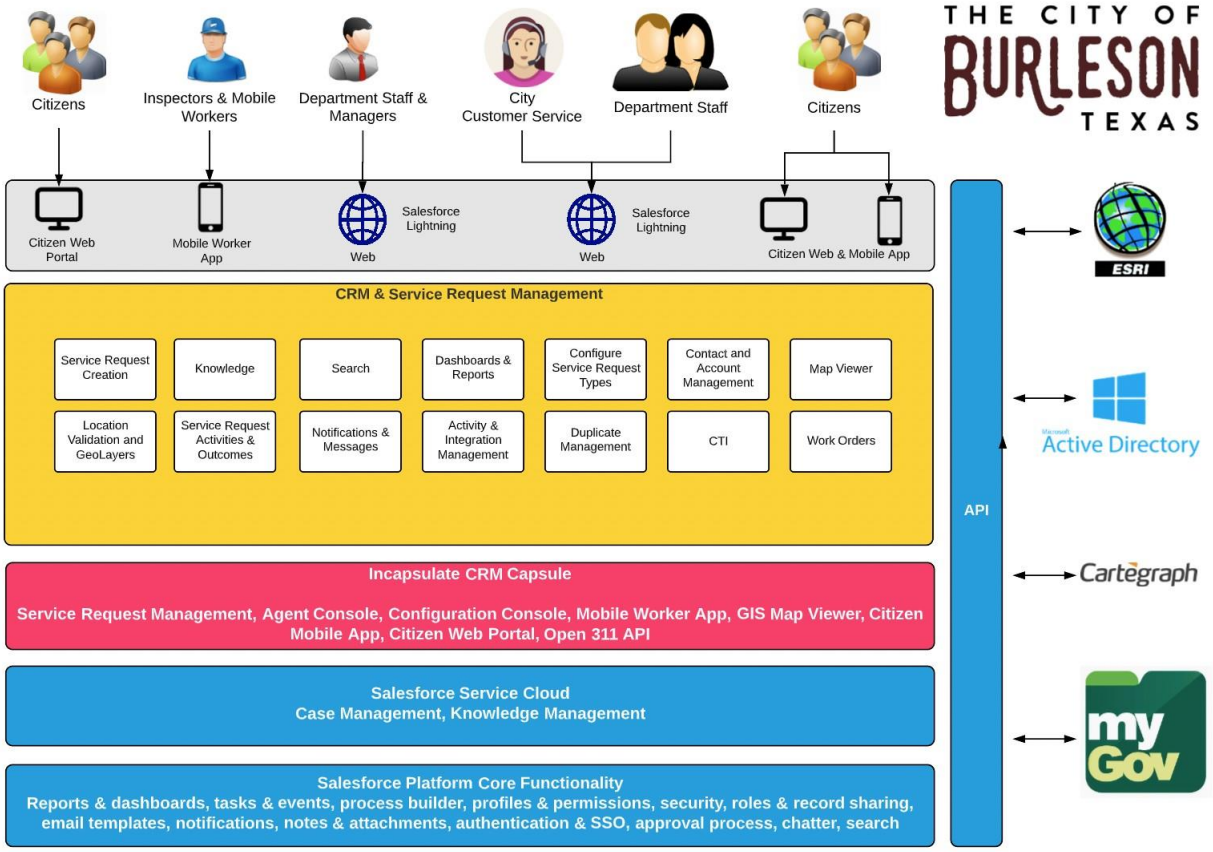
Following is the Scope of this project

- Deploy the following 311 Capsule components AS IS
  - Internal 311 Agent Console
  - Public 311 Web Portal
  - Public 311 Mobile App
  - Internal Mobile Worker App
- Configure up to 50 Service Request Types (SRs) across City departments
  - Incapsulate will configure up to 25 SR types
  - Incapsulate will train the City to configure the remaining SR types
  - City will configure remaining SRs
  - Incapsulate will provide up to 50 hours of consulting services to assist city with remaining SRs
- Configure up to 25 Knowledge Base articles leveraging City content.
  - Incapsulate will train the City to create and manage additional Knowledge Base articles
- Implementation of up to 5 dashboards and each dashboard can have up to 5 widgets (reports)
- Enable Omnichannel Live Chat
- Incapsulate Mobile Worker App will be deployed (up to 30 internal users)
  - Requires one dedicated ServiceCloud license
- Enable Capsule ESRI Integration AS IS
- Enable Out of the Box Salesforce Single Sign On (SSO)
- Up to 150 hours of integration Consulting Services
  - Cartegraph
  - myGov
  - City Telephony System
- Administration training of up to 3 users will be provided (typically 3-5 sessions of 4 hours each for a total of upto 20 hours) to the City's designated super users and administrators on CRM SR Configuration, Reporting, User Administration, and Knowledge Administration. Prior Salesforce Admin knowledge is highly recommended for users identified to be part of this training.

- Delivery of Train-the-Trainer sessions for a total of up to 10 hours to train up to 4 City staff who will then train end-users.

3.1 Architecture

The diagram below defines the overall System Architecture. Incapsulate will leverage Salesforce Out of the Box CRM Features and ASIS Incapsulate 311 Capsule Features to provide the City of Burleson TX an enterprise 311/CRM System



Following are the key features that will be delivered as part of this implementation

- Internal Users
  - Agent Console
  - Mobile Worker App
  - OmniChannel - Live Chat
  - Enable SSO using Active Directory
- Public Facing
  - Web Portal with Live Chat
  - Mobile App
- Knowledge Base Configuration
- Service Request Configuration
- Integration with ESRI

- Enable Open311 and Salesforce APIs for integration with
  - Cartegraph
  - myGov
  - City Telephony System
- Reports and Dashboard Configuration

4.0 Timeline

The diagram below provides a visual of the 21 week implementation plan



4.1 Delivery Tasks & Responsibilities

Below is a list of tasks and activities in more detail. This schedule will be finalized in consultation with the City post-contract signing. Overall, we are proposing a project plan to implement CRM functionality for the Go Live and training of City staff in 21 weeks.

Type	TASK / ACTIVITY	RESPONSIBLE
Kickoff & Install	Provide all Salesforce Licenses at Kickoff	City
	Install CRM Capsule	Incapsulate
	Configure User Profiles and Roles	Incapsulate
Discovery, Align & Configure up to 25 SRs	Discovery & Alignment Sessions	Incapsulate / City
	Coach City on using SR Workbook/Template	Incapsulate / City
	Populate SR Workbooks/Templates	City

Type	TASK/ACTIVITY	RESPONSIBLE
	Configure up to 25 SRs	Incapsulate
	Up to 5 dashboards and each dashboard can have up to 5 widgets (reports)	Incapsulate
Enable ESRI and SSO	Provide Required Technical, SME and Security Access	City
	Provide publicly accessible composite Layer and Location end points for ESRI	City
	Configure Capsule/ESRI Connector	Incapsulate
	Enable Out of the Box Salesforce Single Sign On	Incapsulate
Enable Knowledge Base (KB)	Configure KB	Incapsulate
	Enable KB on Agent Console, Pubic Web Portal and Public Mobile App	Incapsulate
	Train City on managing (Add, Update, Delete) KB articles	Incapsulate / City
	Upload up to 25 KB articles	Incapsulate
City to configure remaining SR Types	Up to 50 hours of consulting services to assist city with additional SR Config	Incapsulate
	Configure remaining SRs	City
Integrate with Cartegraph & myGov	Up to 150 hours of Integration Consulting Services	Incapsulate
	Work with Cartegraph and myGov vendors to connect their systems to Salesforce using Open 311 and Salesforce APIs	City
Review & Train	Assist with User Acceptance and provide Admin Training	Incapsulate
	Conduct User Acceptance	City
	Provide Train the Trainer Training	Incapsulate
	Conduct End User Training	City
Deploy & Go Live	Deployment & Go-Live	Incapsulate
Project Management	Manage Project day to day activities	Incapsulate
	Conduct Weekly, Monthly and Quarterly Status and Executive/Stakeholder Meetings	Incapsulate
Business Process Re-Engineering	Work with Business Units to align processes to Salesforce & Capsule Approach	City
Organizational Change Management	Work with Business Units to Manage Organizational Change	City

4.2 Implementation Key Activities

Incapsulate will configure up to 25 service request types selected by the City. Details regarding these activities and associated outcomes/deliverables are in the table below.

Activity	Description	Outcome / Deliverable
Install 311 CRM Capsule	Incapsulate installs the 311 CRM Capsule after Salesforce provisions the cloud CRM environments and Incapsulate will work with the City System Administrators to facilitate knowledge transfer and training. Key Assumptions (if applicable) • All necessary Salesforce licenses available at project start	• 311 CRM solution ready for use and configuration
Discovery & Alignment Sessions	Incapsulate works with the City to refine the implementation schedule, identify key stakeholders and points of contact, and finalize key functional and technical objectives. The team then jointly identifies CRM SR types and KB Articles for initial focus of the project and works to align requirements with Capsule functionality. Also, at this point, the project plan will be finalized based on joint review with the City. Key Assumptions • City makes available key stakeholders and domain subject matter experts throughout the discovery & alignment process	• Project Plan • RTM for City
Populate Service Request (SR) Type workbook and templates	The City populates Capsule Configuration Service Request templates based on required Case/Service Request types, and captures intake questions and business rules (e.g., workflow, escalation.) Key Assumptions • The City populates Capsule Configuration Service Request templates • Incapsulate provides review and validation prior to loading templates • Up to 25 CRM Service Request types will be configured by Incapsulate	• Populated SR Configuration Templates (City) • SR Configuration Tracking
Configure Service Request Types	Based on templates as populated by the City, Incapsulate configures Service Requests into the Capsule. This is done in an Agile manner, with incremental batches of Service Requests being loaded and reviewed on an ongoing basis. Any lessons learned in configuring the initial Service Requests will be incorporated into subsequent efforts. Key Assumptions • The City provides all required service request and project content, including reference Knowledge base information • Up to 25 KB articles will be authored by Incapsulate with the City	• 25 Fully Configured SRs in CRM • 25 Authored articles in KB
Configure Integrations for GIS Services and Single Sign On	The City provides publicly accessible composite layer and location end points to support the ESRI GIS integration for integration for CRM. Incapsulate subsequently integrates location and mapping services into CRM Capsule. Key Assumptions • City makes available ESRI GIS services (ArcGIS version 10.x or higher) • City to setup and provide publicly accessible composite layer and location end points. • City responsible for resolving related security and access issues • City push/pull of City systems data using Salesforce and Incapsulate provided APIs (e.g., Open311 API, Bulk API)	• City ESRI GIS integration with CRM • Location validation services established • Single Sign On enabled

Activity	Description	Outcome / Deliverable
	• City has (or obtains) all necessary 3rd-party licenses	
Configure Reports and Dashboards	Incapsulate will review out-of-the box CRM reports and dashboards with the City Team will review edits and options on CRM reports Team will determine dashboard contents Key Assumptions • Incapsulate will develop up to 5 dashboards and each dashboard can have up to 5 widgets (reports)	• Reports are enabled in CRM • City Dashboards enabled in CRM
Configure User Profiles and Roles	Incapsulate team configures user profiles and roles based on identification and classification of City Department users by the City. Key Assumptions • City will provide Incapsulate with user roles and privileges information	• City user profiles loaded • City CRM roles assigned to users
Systems Administrator Training	City identifies CRM administrators. Incapsulate trains CRM administrators on Capsule and Salesforce admin topics. Incapsulate will provide up to 20 hours (typically 3-5 sessions of 2-4 hours each). Training will be delivered completely remote. Further details on training are provided below. Key Assumptions • Up to 20 hours of admin training sessions provided • Identified CRM Administrators have Salesforce Admin Knowledge • Up to 2 Admin Users to be trained • Training videos to be provided as training material	• City CRM administrators and super-users trained
Train the Trainer	City identifies CRM Trainers who would be responsible for delivering End User Training. Incapsulate trains CRM Trainers on System use and navigation based on user role. Incapsulate will provide up to 10 hours (typically 1-3 sessions of 2-4 hours each). Training will be delivered completely remote. Further details on training are provided below. Key Assumptions • Up to 10 hours of Train the Trainer sessions provided • Up to 2 CRM Trainers • Training videos are provided as the training material	• City CRM Trainers trained to lead End User Training
User Acceptance	The City identifies UAT testers who would work with appropriate City SMEs to create test cases needed to support the UAT and System Acceptance . Key Assumptions • Incapsulate will remotely support testing by City team as needed • City will complete UAT within the agreed upon timelines	• City accepts CRM is configured properly for City processes
Staging and Production Deployment (Go Live)	• Incapsulate will ready the production environment • Incapsulate & City will implement the Go Live and Deployment plan according to schedule • Incapsulate will support Go Live onsite with City team	• CRM Production environment is ready • GoLive date scheduled • Support and Maintenance plan enabled

5.0 Cost

This is a Firm Fixed Price Project. The sections below provide a breakdown of the cost for this project

5.1 Cost Summary

Following is the breakdown of the One Time Professional Services and the Annual Recurring Subscription Cost

	Escalation		3.50%	3.50%	3.50%	3.50%	
Category	**Type**	**YEAR 1**	**YEAR 2**	**YEAR 3**	**YEAR 4**	**YEAR 5**	**TOTAL**
One-Time	Incapsulate Professional Services	$240,030.74	$0.00	$0.00	$0.00	$0.00	$240,030.74
	Travel Cost	$25,000.00	$0.00	$0.00	$0.00	$0.00	$25,000.00
One-Time Subtotal		**$265,030.74**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$265,030.74**
Annual Recurring	Salesforce Licenses	$52,029.98	$52,029.98	$52,029.98	$52,029.98	$52,029.98	$260,149.90
	Capsule License	$40,000.00	$41,400.00	$42,849.00	$44,348.72	$45,900.92	$214,498.64
	Discretionary Managed Services (50 hours per year)	$5,000.00	$5,175.00	$5,356.13	$5,543.59	$5,737.62	$26,812.33
Annual Recurring Subtotal		**$97,029.98**	**$98,604.98**	**$100,235.11**	**$101,922.28**	**$103,668.52**	**$501,460.86**
Grand Total (One-Time + Annual Recurring)		**$362,060.72**	**$98,604.98**	**$100,235.11**	**$101,922.28**	**$103,668.52**	**$766,491.60**

5.2 Payment Schedule

The table below provides a deliverable based payment schedule with Net 30 Payment Terms

Category	Type	Invoice Date	Amount	Deliverable
One-Time	Incapsulate Professional Services	Kickoff	$80,030.74	PO Issued and Project Kickoff Scheduled
		Month 1	$35,000.00	Capsule Installed
		Month 2	$35,000.00	RTM Completed

Category	Type	Invoice Date	Amount	Deliverable
		Month 3	$35,000.00	ESRI Connector Configured
		Month 4	$20,000.00	SSO and User Profiles Configured
		Month 5	$20,000.00	Training Started
		Month 6	$15,000.00	Go Live Ready
	Travel Cost	Kickoff	$25,000.00	PO Issued and Project Kickoff Scheduled
Annual Recurring	Salesforce Licenses	Kickoff	$52,029.98	PO Issued and Project Kickoff Scheduled
	Capsule License	Kickoff	$40,000.00	
	Discretionary Managed Services (50 hours per year)	Go Live	$5,000.00	System in Production
Grand Total (One-Time + Annual Recurring)			**$362,060.72**	

6.1 Assumptions

The following assumptions apply to this response.

- This plan assumes implementation and configuration of out of the box 311 capsule features without any customization in a new Salesforce ORG
- All Incapsulate implementation services and support will be conducted remotely by a blended team - 25% onshore and 75% offshore.
- The plan assumes 2 non-production sandboxes to be spun up. Implementation will follow the standard route. Dev > QA > Production.
- Incapsulate will configure up to
  - 25 SR types
  - 25 Knowledge Articles
  - 5 dashboards and each dashboard can have up to 5 widgets (reports)
- The City will configure up to 25 SR Types
  - Incapsulate has allocaled up to 50 consulting hours to assist the City admins in the configuration of the additional 25 SR types
- Reporting - Standard Salesforce out of the box Reporting Capabilities.
  - Integration with Tableau or any other reporting system is out of scope
- Office 365 SSO Configuration is in scope for Salesforce Login.
  - SSO for community users (Public web portal and Public Mobile App) is out of scope
  - SSO for Mobile Worker App is out of scope
- The City will be trained for basic configuration management of the Service Request types using the Incapsulate-provided admin configuration training. Incapsulate can provide additional Service

Request configuration support to the City as needed using the Change Request process for fixed price or time and materials estimates of work after the pilot.

- The City will provide timely access to City SMEs and third party vendors who may be needed for SR type or integration consulting.
- Data migration is out of scope
- CTI/Setting up softphone Integration is out of scope.
- SMS, Voice, Text and Push Notifications are out of scope.
- Incapsulate is providing up to 150 hours of Integrations consulting services. These have to be consumed prior to Go-Live and will not roll over.
    - City will leverage existing Open 311 and Salesforce APIs to integrate Cartegraph and myGov to Salesforce
    - City will leverage the Cartegraph and myGov vendors to connect with Salesforce APIs
    - Building new or modify existing APIs is out of scope
- Custom printing support is out of scope. Print formats are limited to Salesforce's default print capabilities.
    - Creating custom print views, schedule print jobs or batch printing is not included in this quote.
- The GIS integration will be done as part of the CRM project, the City will provide the following for ESRI/ARC GIS integration at kickoff:
    - ARC GIS version will be 10.X or higher
    - All service should be either be publicly accessible or authenticated
    - There must be one Composite Locator & Layer Service containing the necessary layer and locator endpoints.
    - All services must be https using TLS 1.1 or higher
    - All services must be https and require server and client certificate chains to include all intermediate certificates that exist between the server or client certificate
    - GIS integration is already built into the CRM Capsule cost so there is no additional implementation costs for ESRI integration
- 311 Capsule, Mobile Worker App, Agent Console, Public Web Portal and Public Mobile App will be delivered AS IS. Customizations to any of these items is not in scope
- Incapsulate will implement Public Facing Mobile Application and Mobile Worker App in iOS and Android versions only
- Knowledge is being provided for this project and up to 25 articles will be authored jointly with the City.
- Incapsulate will configure upto 3 user profiles.
- User Acceptance Testing (UAT) requires the involvement of City resources. Delays in scheduling or conducting User Acceptance Testing (UAT) may delay the Go Live date and/or require a Change Request for additional resources to provide extended support.
- Fees for Incapsulate services will be invoiced, with a Net 30 days payment terms. An invoicing schedule will be developed upon award.
- City will supply all required Salesforce licenses at Project Kickoff. Delays in procuring licenses may require a change request process
- Incapsulate is providing its CRM Capsule as described in this proposal as is. Customization of the Capsule is not permitted. All Capsule features, as developed to support a broad range of CRM functionality, will be provided as is. The Capsule pricing includes basic managed services support by the Incapsulate Customer Success team. After the 1-year CRM Capsule support period, the CRM Capsule managed services support pricing will escalate by 3.5% Year-over-Year.
- Incapsulate's Capsules and derivatives shall remain the Intellectual property of Incapsulate. Incapsulate shall provide a non-exclusive and non-transferable agreement for the use of software to the City for use by the City.

  - The City shall have no right to sublicense, assign, transfer, or disclose to any third party any portion of the Work Product or any of Incapsulate's Intellectual Property Rights, except as is necessary for the City to use the Work Product. By way of example only, the City shall not allow any other entity—such as a contractor or the public (or any member thereof)—to have access to any source code related to the Work Product. To that end, the City shall use commercially reasonable efforts to protect against any inadvertent disclosure of the source code or Incapsulate's Intellectual Property.
  - The City agrees that it shall not attempt to exploit any element of the Work Product or related Intellectual Property Rights except as expressly authorized by Incapsulate.
  - Upon contract signing, Incapsulate and the City shall enter into a Capsule Subscription Agreement to reflect these terms and conditions. CRM Capsule Subscription Agreement must be signed before the Capsule is deployed to production.
- Capsule Bug Fix and One 311 Capsule Update per year (Aligned w/Salesforce Releases) included in the 311 Capsule subscription
  - Enhancement to capsule can be addressed using the Change Request Process
- All Salesforce general, feature, and license limits apply. For more details please see: https://help.salesforce.com/articleView?id=limits_general_parent.htm&type=0
- Platform security provided by Salesforce. Relevant security plans and documentation to be provided by Salesforce.
- Salesforce is 100% cloud based and is compatible with n-1 browser versions. Please see link for details: https://help.salesforce.com/articleView?id=getstart_browser_overview.htm&type=5
- All training will be conducted remotely via Zoom (or equivalent video-conferencing tool).
- Incapsulate will provide up to 20 hours (typically 3-5 sessions of 2-4 hours each) for CRM administration on the CRM Capsule and Salesforce admin topics. Recorded Training Videos will be provided as part of the training materials. No documentation is created specifically for the City.
- We recommend that the City CRM System Administrators and/or Service Request configuration team need to have working knowledge of Salesforce or will work to establish competency in time to participate in training and SR configuration. Following are some examples of free self paced training
  - Salesforce Admin Beginner - https://trailhead.salesforce.com/en/trails/force_com_admin_beginner
  - Salesforce Workflow Process Builder - https://trailhead.salesforce.com/en/projects/quickstart-process-builder
  - All City staff participating in this training are assumed (at minimum) to have taken Salesforce Administrator training online using the Trailhead courses identified by Incapsulate.
- Incapsulate will provide City Administrations with the Capsule Service Request Configuration guide post Go-Live. A broad range of additional documentation regarding core Salesforce capabilities and administration is available directly through Salesforce at no additional charge.
- Incapsulate will provide upto 10 hours of train-the-trainer sessions. This will be through 1-3 sessions of 2-3 hours each for a maximum of 5 trainers. Recorded Training Videos will be provided as part of the training materials. No documentation is created specifically for the City.
- City responsible for resolving related security and access issues.
- City has (or obtains) all necessary 3rd-party licenses.
- City will provide Incapsulate with user roles and privileges information.
- Upon award we will work with the City to finalize the proposed project schedule.
- The City will offer support to the Incapsulate team in accordance with the mutually agreed upon project plan. Delays caused by the City's team will be managed through a formal Change Management process.
- It is assumed that the City will resolve all issues within 5 business days. Delays may result in the change request process

- User Acceptance Testing (UAT) requires involvement of City resources. Delays in scheduling or conducting User Acceptance Testing (UAT) may delay the Go Live date and/or require a Change Request for additional resources to provide extended support.
- The City will purchase all Salesforce licenses directly from Carahsoft. License term for all Salesforce licenses is one year.
- Platform security provided by Salesforce. Relevant security plans and documentation to be provided by Salesforce.
- City will assign a Product Owner for the duration of the project. The Product Owner will have decision making authority.
- City will assign resources to provide business requirements at kickoff of the project. Delays in this process will result in schedule slippage and possible change requests.
- Integrating social media accounts in not in scope
- Implementing Chatbot is not in scope
- Web browser compatibility for Salesforce is limited to N-1 versions
- ADA Compliance not in scope
- Licenses have been provided for up to 55 City users and Incapsulate project/support users using a combined approach described in our pricing proposal:
    - **13 Desktop Licenses -** for City users who would need to run Agent Console, Department Console, Reports, Configuration, and System Administration consoles on a desktop workstation. This license is priced per named user and includes the Salesforce Lightning Service Cloud and 311 Capsule license. 22 City staff will be covered, with one Service Cloud license will be reserved for the Incapsulate support team and two licenses will be reserved for the Mobile Worker App assignment.
    - **30 Mobile Worker App Licenses –** for City users who would need to monitor their assignments to work service request cases, complete activities, and closeout cases, and who would need occasional access to create new service request cases. This license is based on ranges of users and provides wide flexibility to offer low-cost access to the system for most all City users using their connected iOS or Android mobile device. If the city desires additional mobile worker app licenses, Incapsulate will work with the City to provide a 311 Capsule Managed Services basic support cost to provide additional mobile worker app licenses.
    - **1 Knowledge Administrator License -** for City users who would need to author and publish knowledge base articles.
    - **12 Digital Engagement Licenses -** for City users who would need to interact with citizens using Live chat
- Offline mobile capabilities are not supported in the current version of the 311 Capsule.
- We are going to use Prodly as an SR migration tool between non-production and production orgs.
- Multi Language implementation is not in scope
- If the City needs fewer hours than specified for integration support and/or configuration of the 25 SRs where the City Admins are leading the configuration work, the City can use the CR process to request a reallocation of the hours to another project activity.
    - If tasks require more time, Incapsulate will work with the city to make the necessary adjustments using the CR process
- Managed Services will be provided by a blended team (75% offshore and 25% onshore) at a blended rate of $100/hour for the initial year. See cost summary for details. .

7.0 Change Request Process

Incapsulate's Change Request Process can be utilized for any additional work after the original CRM project configuration is complete or for other tasks that may need to be added to the project like new service request configuration for additional use cases. It requires a written Change Request prepared by the City. Once received, Incapsulate will evaluate and provide a written cost and schedule statement to the City within five (5) business days. If the City approves the cost and schedule it will provide written notification to Incapsulate. The Change Request must be mutually agreed by the Parties and signed by authorized representatives from both Parties to authorize implementation of the changes. Until the Change Request is agreed in writing, both parties will continue to act in accordance with the latest agreed version of the Project SOW. Any changes to the Statement of Work shall be subject to mutual written agreement by both parties. Incapsulate shall not implement any changes without written approval of the City's authorized representative.

7.1 Sample Change Request Form

Change Request Form

SOW #		Change Request #	
Project Name		Date Submitted	
Requested By		Date Reply Due	

Description of Change:
<Describe the change>

Reason for the Change:
<Describe reasons for the change>

Scope and Assumptions:
<Describe additional scope of work, assumptions>
Financials:
<Describe financial impact, changes to milestones, payment changes>.
Approvals:

This change has been (check one option):

[ ] Approved
[ ] Rejected
[ ] Deferred
[ ] Other _____

Comments:

_____

_____

_____

_____

_____

IN WITNESS WHEREOF, each of the parties has caused this Change Request to be executed and delivered by its duly authorized officers as of the day and year written below.

City of Burleson TX

_____
Name, Title

_____
Date

Incapsulate LLC

_____
Name, Title

_____
Date

GOVERNMENT PRICE QUOTATION

SALESFORCE.COM GOVERNMENT at CARAHSOFT

CARAHSOFT TECHNOLOGY CORP.
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
www.carahsoft.com | sales@carahsoft.com

TO: Incapsulate
1620 L Street NW 3rd Floor Suite D
Washington, DC 20036

EMAIL:
PHONE:

FOR: Justin Scharnhorst
Director of Human Resources
City of Burleson
141 W Renfro St
Burleson, TX 76028

EMAIL: jscharnhorst@burlesontx.com
PHONE: (817) 426-9646

FROM: Annie Tinsley
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: Annie.Tinsley@Carahsoft.com
PHONE: (571) 662-3361
FAX:

TERMS:
FTIN: 52-2189693
Shipping Point: FOB Destination
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Cage Code: 1P3C5
DUNS No: 088365767
UEI: DT8KJHZXVJH5
Credit Cards: VISA/MasterCard/AMEX
Credit Card Fees May Apply
Sales Tax May Apply

QUOTE NO:	34167899
QUOTE DATE:	05/31/2022
QUOTE EXPIRES:	09/16/2022
RFQ NO:	
SHIPPING:	ESD
TOTAL PRICE:	$52,029.98
TOTAL QUOTE:	$52,029.98

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE		QTY	EXTENDED PRICE
1	121-0092	Service Cloud Enterprise Edition Salesforce.com, Inc. - 121-0092 Start Date: 09/09/2022 End Date: 09/08/2023		$1,680.64	OM	13	$21,848.32
2	121-0094	Knowledge Salesforce.com, Inc. - 121-0094 Start Date: 09/09/2022 End Date: 09/08/2023		$840.32	OM	1	$840.32
3	121-0114	Digital Engagement Enterprise Edition Salesforce.com, Inc. - 121-0114 Start Date: 09/09/2022 End Date: 09/08/2023		$840.32	OM	12	$10,083.84
4	121-0225	Heroku - 1 Dyno Unit (Per Month) Salesforce.com, Inc. - 121-0225 Start Date: 09/09/2022 End Date: 09/08/2023		$504.19	OM	3	$1,512.57
5	121-0335	Premier Success Plan 30% Net Price Salesforce.com, Inc. - 121-0335 Start Date: 09/09/2022 End Date: 09/08/2023		$10,251.94	OM	1	$10,251.94
6	121-0175	Government Cloud Plus 15% Net Price Salesforce.com, Inc. - 121-0175 Start Date: 09/09/2022 End Date: 09/08/2023		$5,251.99	OM	1	$5,251.99
7	121-0130	Customer Community - Logins Enterprise Edition (Per Month) Salesforce.com, Inc. - 121-0130 Start Date: 09/09/2022 End Date: 09/08/2023		$22.41	OM	100	$2,241.00
		SUBTOTAL:					$52,029.98

GOVERNMENT PRICE QUOTATION

SALESFORCE.COM GOVERNMENT at CARAHSOFT

CARAHSOFT TECHNOLOGY CORP.
11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 662-2724
www.carahsoft.com | sales@carahsoft.com

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE

TOTAL PRICE:	$52,029.98
TOTAL QUOTE:	$52,029.98

GOVERNMENT PRICE QUOTATION

SALESFORCE.COM GOVERNMENT at CARAHSOFT

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www.carahsoft.com | sales@carahsoft.com

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE

****Customer must reference Carahsoft Q#34167899 on Purchase Order****

--Quote Special Terms--
Only Services on this Order Form that are identified by SKU in the Government Cloud Plus Products list available at https://www.salesforce.com/company/legal/agreements/, as updated from time to time, are Government Cloud Plus Products. All other Services are non-Government Cloud Plus products. The Government Cloud Available Products and Features Knowledge Article available at https://help.salesforce.com/articleView?id=000321821&type=1&mode=1 ("Knowledge Article") identifies "Interoperable (but not authorized)" products and features which are compatible with Government Cloud Plus Products, in the manner as described in the Documentation. Customer has sole responsibility, prior to using new products or features with Government Cloud Plus Products, to determine if such products or features are within the Government Cloud Plus authorization boundary, as described in the Knowledge Article, and for maintaining the settings in its Salesforce Government Cloud Plus Org for the Org to remain compliant with the Government Cloud Plus authorizations. Salesforce provides customers with a Configuration User Guide available at https://publicsector-compliance-us.my.salesforce.com/ to assist with the setup and configuration process. "Org" means a unique instance of the Services, i.e., a separate set of Customer Data and Customer-specific Service customizations held by SFDC in a logically separated database (i.e., a database segregated through password-controlled access). Customer acknowledges that the "Interoperable (but not authorized)" products and features, as well as any Non-SFDC Applications that interoperate with the Customer's Salesforce Government Cloud Plus Org, fall outside of the Government Cloud Plus authorization boundary. In light of the foregoing, Customer understands and agrees that its Customer Data will be shared with "Interoperable (but not yet authorized)" products and features and Non-SFDC Applications that interoperate with its Salesforce Government Cloud Plus Org.

--Product Special Terms--

Digital Engagement
Customer acknowledges and agrees to indemnify, defend, and hold Salesforce, aggregators (as defined in the applicable Security, Privacy, and Architecture Documentation), and their respective affiliates harmless from and against any claim or loss arising from or relating to Customer's use of the Messaging Services or Customer Data sent via the Messaging Services. ANY LIMITATION OF LIABILITY SET FORTH IN THE AGREEMENT WILL NOT APPLY WITH RESPECT TO THE INDEMNIFICATION OBLIGATIONS SET FORTH ABOVE. Each Messaging subscription entitles Customer to: (i) 25 conversations per month, aggregated over the Order Term; and (ii) 1000 Triggered & Bulk Messages for use in one Salesforce instance during the Order Term. Notwithstanding anything to the contrary in the Agreement, a detailed description of conversations and how they may be used can be found at: https://sfdc.co/bLIXEm including the corresponding multipliers by region, which are subject to change upwards or downwards over time. In order to set up message types, including enablement of phone number(s) and over the top ("OTT") messaging identities (example: Facebook Messenger), as applicable, and to complete message type set up, Customer shall follow the set up instructions in Help at https://help.salesforce.com/articleView?id=live_message_setup_flow.htm&type=5. To complete SMS message type set up, Customer shall follow the Messaging Set Up Instructions located at: http://www.salesforce.com/assets/pdf/misc/livemessage-set-up.pdf. For Customers located in the U.S. only: (i) Salesforce is entering into this Order Form on behalf of Salesforce Communications LLC; and (ii) the rates payable by Customer for Messaging are inclusive of all amounts that Salesforce must pay to any U.S. or foreign government, regulatory body, agency, commission or quasi- governmental body as a result of Salesforce providing Messaging other than U.S. sales taxes that Salesforce determines are required to be collected from Customer.

Government Cloud Plus
The Government Cloud Plus subscription: (i) provides an isolated infrastructure for hosting authorized Salesforce Services, with additional controls specifically for US government customers and US government contractors, as further described in the Trust and Compliance Documentation (available at https://www.salesforce.com/company/legal/trust-and-compliance-documentation/); and (ii) amends and supplements the Premier Success Plan (available at https://sfdc.co/bDsV6q) for Services available on the Government Cloud Plus infrastructure as set forth below. The terms in the Premier Success Plan shall apply, except as otherwise set forth herein. For the purposes of this Product Special Term, "Qualified US Citizens" are individuals who: (1) are United States citizens; (2) are physically located within the United States while providing Premier Support Services; and (3) have completed a background check as a condition of their employment with Salesforce. Submitting a Case: Users can submit support cases as described in the Premier Success Plan. Cases submitted via the Help portal will automatically be routed to Qualified US Citizens. Cases submitted outside of the Help portal (e.g. via telephone or chat, when available) will not be responded to by Qualified US Citizens. These individuals will route cases to a team of Qualified US Citizens and will access the following information about Users in order to route the calls to Qualified US Citizens: first and last name, email address, username, phone number, and physical business address. All support is provided in English only. All personnel engaged outside of the Help portal, including those in customer success roles or providing customer success services (e.g. Expert Coaching, Expert Office Hours), will not be Qualified US Citizens and will only have access to Customer Data if Customer provides such personnel a User ID or otherwise enables the sharing of Customer Data with such personnel.

Heroku - 1 Dyno
Each Heroku - 1 Dyno Unit (Per Month) subscription includes 750 Dyno hours per month. Customer understands that the above limitation is contractual in nature (i.e., this limitation is not enforced in the Services as a technical matter) and therefore agrees to strictly review its Users' use of such subscriptions and enforce such limitation. SFDC may review Customer's use of such subscriptions at any time through the Services. If in any calendar month, Customer exceeds its permitted number of Dyno hours, SFDC reserves the right to charge Customer list price for as many additional Heroku - 1 Dyno Unit (Per Month) needed to cover all Dyno hours consumed in excess of the permitted number of Dyno hours. Such additional fees will be charged to Customer monthly in arrears via the billing or payment method specified above.
Customer must reference Quote number on Purchase Order.

Should Customer purchase via Reseller all terms of Carahsoft Quote must be incorporated in Reseller quote and Customer Purchase Order to Reseller.

Any increase in subscription and support pricing will be in accordance with SFDC's pricing and policies in effect at the time of the renewal or as otherwise agreed to by the parties.

Licensee agrees that any order for Salesforce.com will be governed by the terms and conditions of the Carahsoft Salesforce Service Terms, copies of which are found at https://carah.io/SFDC-TOU and all Schedules referenced by the Service Terms are made a part hereof. Licensee acknowledges it has had the opportunity to review the Agreement, prior to executing an order.

All current standard Government Cloud Premier+ Support customers will migrate to the Government Cloud Plus infrastructure as Government Cloud Premier+ Support is going end of life. The following terms shall apply: http://www.carahsoft.com/government-cloud-terms. A list of currently available FedRAMP/IL4 Authorized Salesforce products can be found here: https://help.salesforce.com/articleView?id=000270080&language=en_US&type=1

City of Burleson
Addendum to Vendor's Contract
Additional Provisions

Vendor Name: Incapsulate

Vendor Address: 1620 L Street NW, 3rd Floor, Suite D, Washington DC 20036

The City of Burleson, Texas ("City") and the Vendor are this day entering into a contract for and, for the mutual convenience, the parties are using the standard contract and/or purchase order form provided by Vendor (the "Vendor's Contract Form").

This Addendum ("Addendum"), duly executed by the parties, is incorporated into the Vendor's Contract Form and made an integral part thereof. This Addendum and the Vendor's Contract Form shall be referenced to hereafter collectively as the "Agreement".

In the event of a conflict between any provision in this Addendum and any other provision in the Agreement or any other exhibit to the Agreement, the terms provided in this Addendum shall govern and control.

Additional Provisions

1. Limitation of Vendor's Contract Form. The Vendor's Contract Form is, with the exceptions noted herein, generally acceptable to City. Nonetheless, because certain standard clauses that may appear in the Vendor's Contract Form cannot be accepted by City, because of its status as a political subdivision of the State of Texas, and in consideration for the convenience of using provisions in the Vendor's Contract Form instead of negotiating a separate contract document, the parties agree that none of the provisions listed below, if they appear in the Vendor's Contract Form, shall have any effect or be enforceable against City:
    i. Requiring City to maintain any type of insurance either for City's benefit or for the Vendor's benefit.
    ii. Renewing or extending the Agreement beyond the contract term or automatically continuing the contract period from term to term.
    iii. Requiring or stating the terms of the Vendor's Contract Form shall prevail over the terms of this Addendum in the event of conflict.
    iv. Requiring the application of the law of any state other than Texas in interpreting or enforcing the Agreement, or resolving any dispute under the Agreement. The Agreement and the obligations of the parties shall be construed and enforced in accordance with the laws of the State of Texas.
    v. Releasing the Vendor or any other entity or person from its legal liability, or limiting liability, for unlawful or negligent conduct or failure to comply with any duty recognized or imposed by applicable law.
    vi. Requiring any total or partial compensation or payment for lost profit or liquidated damages by City if the Agreement is terminated before the end of the contract term.
    vii. Changing the time period within which claims can be made or actions can be brought under the laws of the State of Texas.
    viii. Binding City to any arbitration provision or to the decision of any arbitration board, commission, panel or other entity.
    ix. Obligating City to pay costs of collection or attorneys' fees.
    x. Requiring City to provide warranties.
    xi. Obligating City to indemnify, defend or hold harmless any party.
    xii. Granting a security interest in City's property or placing a lien on City's property.

2. Payment Terms. Payment will be made upon submittal and approval of a valid invoice. City shall make

payment in accordance with Chapter 2251 of the Texas Government Code. It is the policy of the State of Texas to make payment on a properly prepared and submitted invoice within thirty (30) days of the latter of any final acceptance of performance or the receipt of a properly submitted invoice. Vendor agrees that, to the extent Vendor owes any debt or delinquent taxes to the State of Texas, any payments or other amounts Vendor is otherwise owed under this Contract shall be applied toward the debt or delinquent taxes until the debt or delinquent taxes are paid in full. Vendor agrees to comply with all applicable laws regarding satisfaction of debts or delinquencies to the State of Texas.

3. Applicable Law; Venue. This Agreement is subject to and governed by the laws of the State of Texas. Any disputes arising from or relating to this Agreement shall be resolved in a court of competent jurisdiction located in Johnson County, Texas, or the federal courts for the United States for the Northern District of Texas. The parties hereto irrevocably waive any right to object to the jurisdiction of such courts in any dispute arising from or relating to this Agreement.

4. Tax Exempt Status. As a political subdivision of the State of Texas, City is tax exempt in the State of Texas. Tax exemption certification will be furnished upon request.

5. Termination Due to Lack of Appropriations. If City should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the equipment or services set forth in this Agreement, City may unilaterally terminate this Agreement effective on the final day of the fiscal year through which City has funding. City will make every effort to give Vendor at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, City will pay Vendor for all undisputed fees and expenses related to the equipment and/or services City has received, or Vendor has incurred or delivered, prior to the effective date of termination.

6. No Waiver of Governmental Immunity. The Vendor expressly acknowledges City is a political subdivision of the State of Texas and nothing in the Agreement will be construed as a waiver or relinquishment by City of its right to claim such exemptions, privileges, and immunities as may be provided by law. Neither the execution of the Agreement by City nor any other conduct, action, or inaction of any representative of City relating to the Agreement constitutes or is intended to constitute a waiver of City's sovereign immunity to suit.

7. Public Information. Vendor acknowledges that City is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. The City's compliance with the Texas Public Information Act shall not violate the Agreement. Upon City's written request, Vendor will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of City. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and the Vendor agrees that the Agreement can be terminated if the Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

8. Force Majeure. Neither party is required to perform any term, condition, or covenant of the Agreement, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.

9. Entire Agreement. This Addendum and the Vendor's Contract Form constitute the entire Agreement between the parties and may not be waived or modified except by a written agreement signed by the parties.

10. Savings Clause. If a court of competent jurisdiction finds any provision of this Addendum and the Vendor's Contract Form illegal, ineffective or beyond contractual authority of either party, then the offending provision will be stricken and the remainder of the agreement between the parties will remain in effect.

11. Conflicts Of Interest. By executing this Agreement, Contractor and each person signing on behalf of Contractor certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their 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.

12. Anti-Boycotting Provisions. Vendor 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, Vendor 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. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
    ii. Pursuant to SB 13, 87th Texas Legislature, Vendor 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. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
    iii. Pursuant to SB 19, 87th Texas Legislature, Vendor 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. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

13. Contractor Certification Regarding Business With Certain Countries And Organizations. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Vendor certifies Vendor (1) is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

14. Relationship of the Parties. The parties agree that in performing their responsibilities under this Agreement, they are in the position of independent contractors. This Agreement is not intended to create, does not create, and shall not be construed to create a relationship of employer-employee. Vendor, Vendor's employees, and anyone else working at Vendor's direction is an independent contractor and not an employee or servant of the City. Nothing in this Agreement is intended to or shall be construed in any manner as creating or establishing the relationship of employer-employee between Vendor, Vendor's employees, and anyone else working at Vendor's direction. Vendor, Vendor's employees, and anyone else working at Vendor's direction shall at all times remain an independent contractor with respect to the service to be performed under this Agreement.

15. Survival. The terms of this Addendum shall survive any closing or termination of the Agreement.

16. **Conflict. In the event of a conflict between any provision in this Addendum and any other provision in the Agreement or any other exhibit to the Agreement, the terms provided in this Addendum shall govern and control.**

IN WITNESS WHEREOF, the parties have caused this Addendum to be duly executed, intending thereby to be legally bound.

City of Burleson, Texas:	For the Vendor:
By:_____	By:_____
Printed:_____	Printed:_____
Title:_____	Title:_____
Date:_____	Date:_____

City Council Regular Meeting

DEPARTMENT: Legal Department

FROM: Justin Scharnhorst, Purchasing Manager

MEETING: **September 6, 2022**

SUBJECT:

Consider approval of a five-year lease agreement with AT&T Mobility Corporation for the lease space on the City owned monopole located at 231 SW Brushy Mound Road. *(Staff Contact: Justin Scharnhorst, Purchasing Manager)*

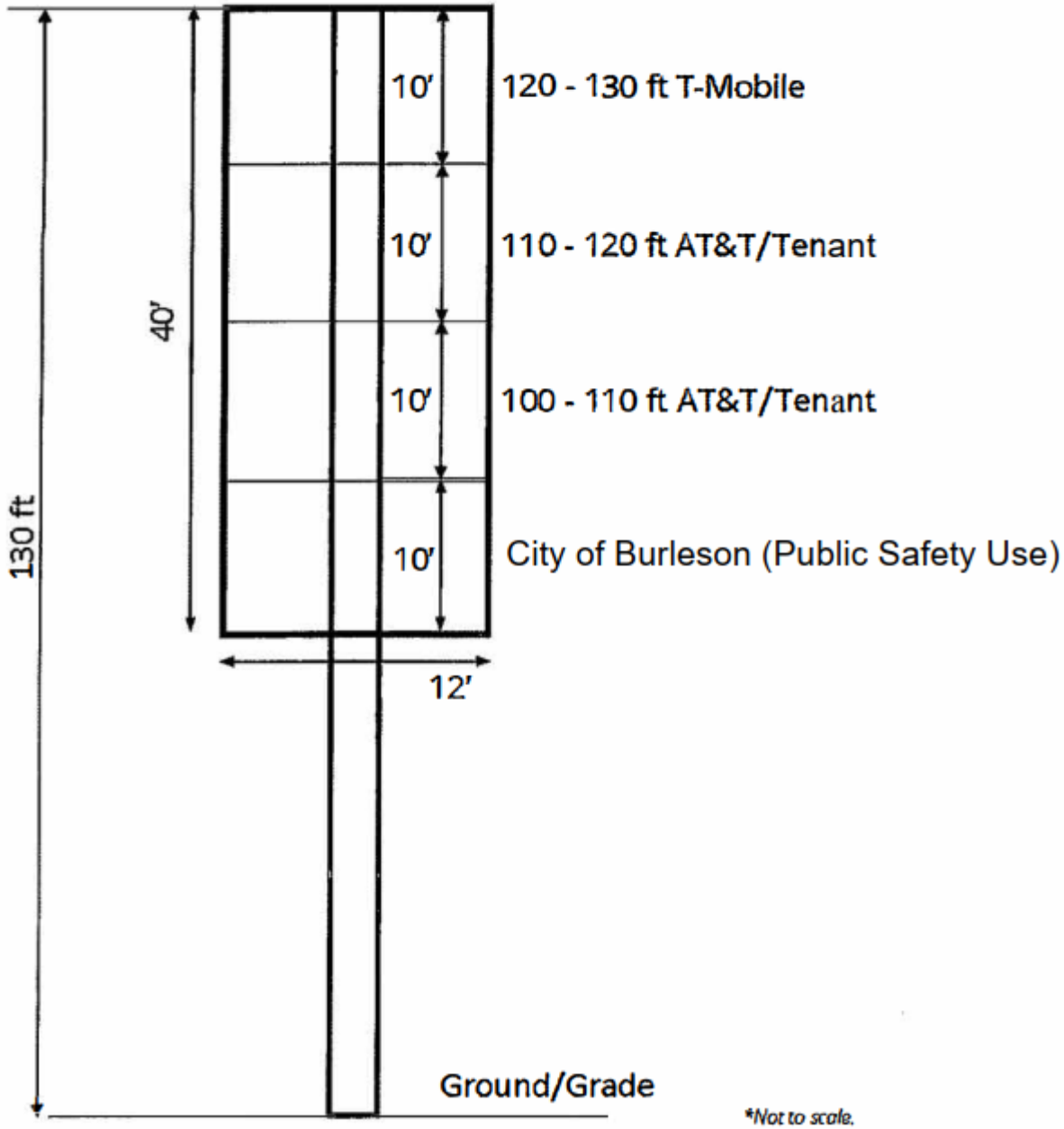
SUMMARY:

On May 22, 2017, Council authorized an agreement with JTS Construction to purchase and erect a monopole at 231 SW Brushy Mound and facilitate the transfer of the existing carriers (AT&T and T-Mobile) to the new monopole once construction is completed. Part of the JTS agreement requires the contractor to obtain all necessary approval from the FAA and any permissible building code, ensuring compliance and enabling the contractors to place antennas on the structure. The purpose of the lease is to offset the cost of the construction of the monopole while providing service enhancements to the area through a partnership with two carriers, AT&T and T-Mobile, who previously purchased Sprint.

In March 2020, Council authorized an agreement with Red River Construction to construct a two million gallon water storage tank at Turkey Peak and remove the water storage infrastructure at 231 SW Brushy Mound. Part of this process would require the carriers to remove existing infrastructure from the current water tanks before the demo and be moved to the monopole. Staff in conjunction with JTS have worked to renegotiate the existing lease agreements, make necessary updates to reflect the new arrangement properly, and put a five-year lease in place. Annual revenue from the two carriers will total $135,000. The estimated completion date is September of 2022 for migrating the carrier antennas to the monopole, subject to final meter installation from Oncor. Because AT&T has requested to lease an additional rung on the monopole (for a total of two rungs), they will pay the City a one-time fee of $45,000 in addition to the monthly lease rent.

The term of the agreement is revised to provide that the agreement has a new initial term of five years from the effective date and will thereafter automatically renew for up to three (3) additional five (5) year periods, subject to council approval. The City currently receives $40,205.06 in annual rent for the existing antennas, and has partnered with AT&T at this location since 1997.

Exhibit C



OPTIONS:

1) Approve a of five year lease agreement with AT&T Mobility Corporation for the lease space on the City owned monopole located at 231 SW Brushy Mound Road
2) Approve with proposed changes
3) Deny

RECOMMENDATION:

Approve a five year lease agreement with AT&T Mobility Corporation for the lease space on the City owned monopole located at 231 SW Brushy Mound Road.

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

N/A

FISCAL IMPACT:
Budgeted: Y/N: Y
Fund Name: General Fund
Full Account #'s: 001- 0000-372.30-00

STAFF CONTACT:

Name: Justin Scharnhorst
Title: Purchasing Manager
jscharnhorst@burlesontx.com
817-426-9646

THE CITY OF BURLESON TEXAS

231 SW Brushy Mound Road

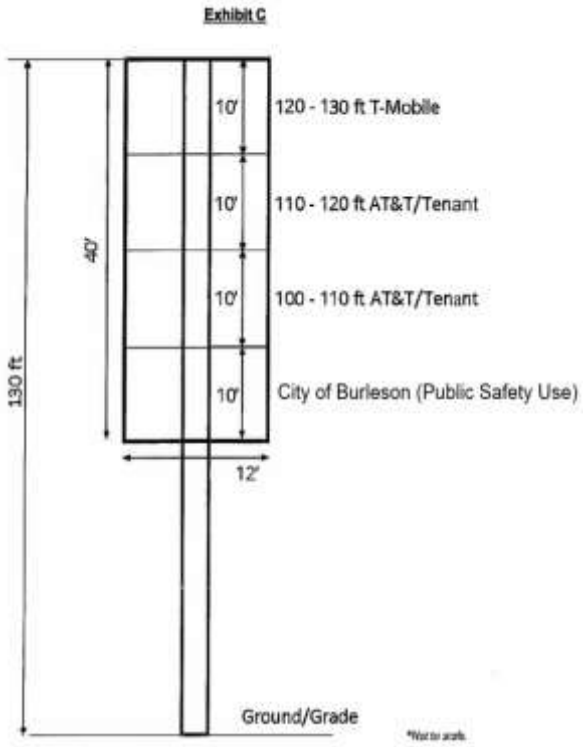
July 18, 2022

Item History

- At the May 22, 2017, Council authorized an agreement with JTS Construction:
  - JTS will purchase and erect a monopole consistent with the aesthetics survey from surrounding property owners.
  - JTS will obtain all necessary approval from the FAA and city during the construction.
  - Estimated completion subject to meter installation from Oncor is September 2022.

Proposal

- AT&T and T-Mobile West, LLC locations:



Possible location to mount microwave antennas for Air Fiber

Lease Rate

- Because AT&T has requested two rungs, they will pay a one time fee of $45,000.
- Both vendors will then pay the city $45,000 each year, for five years. Price escalations have been inserted into the agreement to enable the city to increase lease fees, subject to Council approval.

Questions / Comments

THIRD AMENDMENT TO
TOWER ATTACHMENT LEASE AGREEMENT
AT&T CELL SITE NUMBER DX2086, CELL SITE NAME BURLESON

WHEREAS, the City of Burleson ("Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company ("Tenant"), successor in right to Southwestern Bell Wireless, Inc., entered into a lease agreement entered into on June 12, 1997, amended on October 10, 2002, and amended on September 25, 2017 ("Lease") granting Tenant certain rights to place Antenna Facilities on Landlord's Property; and

WHEREAS, changes in the Landlord's water system call for the removal of all City water infrastructure and equipment on Landlord's Property said infrastructure and equipment to include the Tower on which Tenant's Antennae Facilities are located; and

WHEREAS, the Landlord and Tenant agree to the relocation of the Antenna Facilities; and

WHEREAS, Landlord constructed a 130' tall monopole on the Property to accommodate the placement of Antenna Facilities for the benefit of its citizenry, and Landlord has provided electrical power to the monopole; and

WHEREAS, Tenant desires additional space on the monopole; and

WHEREAS, Landlord desires give Tenant additional space on the monopole, but Landlord would like to have the option of adding another rung to the monopole for public safety purposes; and

WHEREAS, Landlord has priced the cost of adding an additional rung to the monopole at $90,000; and

WHEREAS, Tenant, in consideration of receiving additional space on the monopole, desires to offset the cost of adding the additional rung;

NOW, THEREFORE, Landlord and Tenant amend the Lease by this Amendment as follows:

1. The Property description in the Lease is replaced with Exhibit A of this Amendment.

2. After the expiration of one hundred and eighty (180) days from the date Landlord notifies Tenant of site readiness, Landlord may demolish and/or remove equipment and appurtenances from Landlord's property in accordance with Exhibit D.

3. Tenant shall:

a. Install Tenant's Antenna Facilities on the monopole tower at Tenant's sole cost and expense at the height reserved for Tenant as shown on Exhibit C.

b. Install Tenant's equipment and appurtenances (equipment, buildings, etc.) in accordance with the layout shown in Exhibit B.

c. Perform all antenna, equipment and appurtenance installation at its sole cost and expense.

d. Coordinate Tenant's installations with the City's Project Manager prior to installation to ensure all installations are performed in accordance with Exhibits B and C. The City's Project Manager is:

Heather Houseman, P.E.
Civil Engineer/Real Property Coordinator
City of Burleson
141 W Renfro St
Burleson, TX 76028
817-426-9183
hhouseman@burlesontx.com

e. Within one hundred and twenty (120) days from the date Landlord notifies Tenant of site readiness shall:
   i. Complete installation of Tenant's Antenna Facilities, equipment, and appurtenances; and
   ii. Remove all of Tenant's antennae, equipment, and appurtenances (placed on the water tank or related to the current location) from Landlord's property in accordance with Exhibit D.

f. Tenant shall hold Landlord harmless and indemnify Landlord from any loss or damage to Tenant's antenna, equipment or appurtenances that remain on the Landlord's property one hundred and twenty (120) days after the Landlord notifies Tenant of site readiness.

g. Within ninety (90) days from the Effective Date of this Amendment Tenant shall pay to Landlord the lump sum of Forty-Five Thousand Dollars ($45,000.00). The payment of this sum shall not require Landlord to construct an additional rung to the monopole.

4. Landlord and Tenant further agree:

a. The term of the Agreement is revised to provide that the Agreement has a new initial term of five (5) years (the "New Initial Term") from the Effective Date of this Amendment and will thereafter automatically renew for up to three (3) additional five (5) year periods (each additional five (5) year term shall be defined as an "Extension Term"), upon the same terms and conditions set forth in the Agreement unless Tenant notifies Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the New Initial Term or the then-existing Extension Term. As of the Effective Date of this Amendment, all remaining renewal terms in the Agreement, except as set forth in this Amendment, shall be void and of no further force or effect.

b. Section 3.5 of the Agreement is deleted in its entirety and replaced as follows: "The Rent shall be increased annually effective as of each anniversary of the Effective Date of this Amendment as follows: Commencing on the first anniversary of the Effective Date of this Amendment, and each year thereafter, including throughout the Extension Terms, the yearly Rent will increase by three percent (3%) over the Rent paid during the previous year, and shall begin at $45,000."

c. All references in the Lease to exhibits shall be to the new Exhibits attached to this Amendment once the Antenna Facilities are relocated.

d. The recitals found at the beginning of this Amendment and the attachments hereto are an Integral part of this Amendment and are deemed incorporated by reference herein for all purposes.

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

f. The terms and conditions of the Lease are incorporated herein by this reference, and capitalized terms used in this Amendment shall have the same meanings such terms are given in the Lease. Except as specifically set forth herein, this Amendment shall in no way modify, alter or amend the remaining terms of the Lease, all of which are ratified by the parties and shall remain in full force and effect. To the extent there is any conflict between the terms and conditions of the Lease and this Amendment, the terms and conditions of this Amendment will govern and control.

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

This Amendment was approved by the City Council of the City of Burleson during its meeting on the _____ day of _____, 20_____.

The Parties hereby enter into this Amendment this _____ day of _____, 20_____ (the "Effective Date").

LANDLORD:

City of Burleson, Texas

By: _____
Bryan Langley, City Manager

Date: _____

TENANT:

New Cingular Wireless PCS, LLC

By: AT&T Mobility Corporation, its Manager, by and through its duly authorized representative

By: _____
Signature

Leigh Ann Dodson
Area Manager - RE&C
NTX Network Ops

Printed Name: _____

Date: July 27, 2022

Exhibit A

Owned Premise/Lease Area: Lot 1, Block 1, Brushy Mound Addition

Outlined in Red

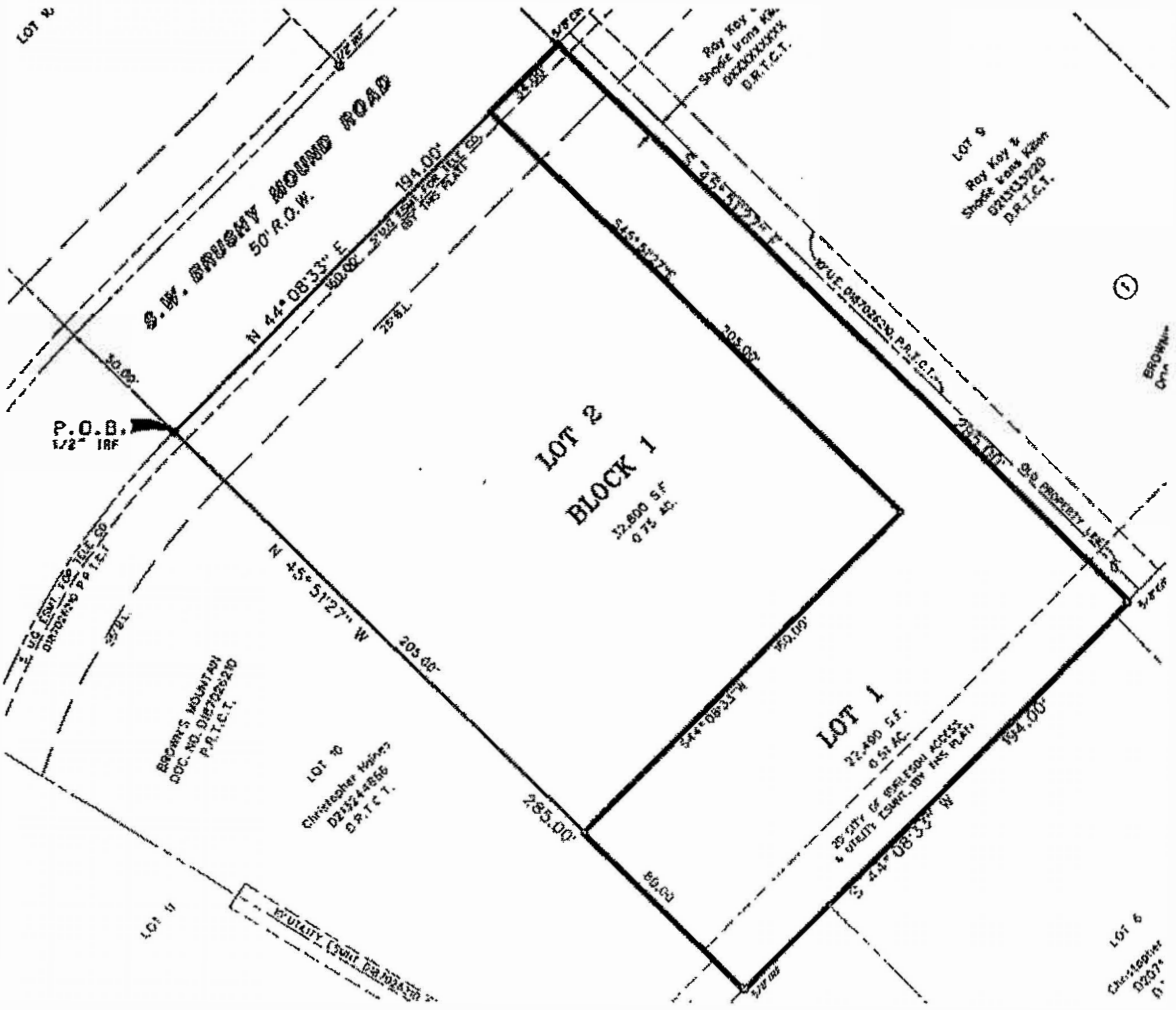


Exhibit B

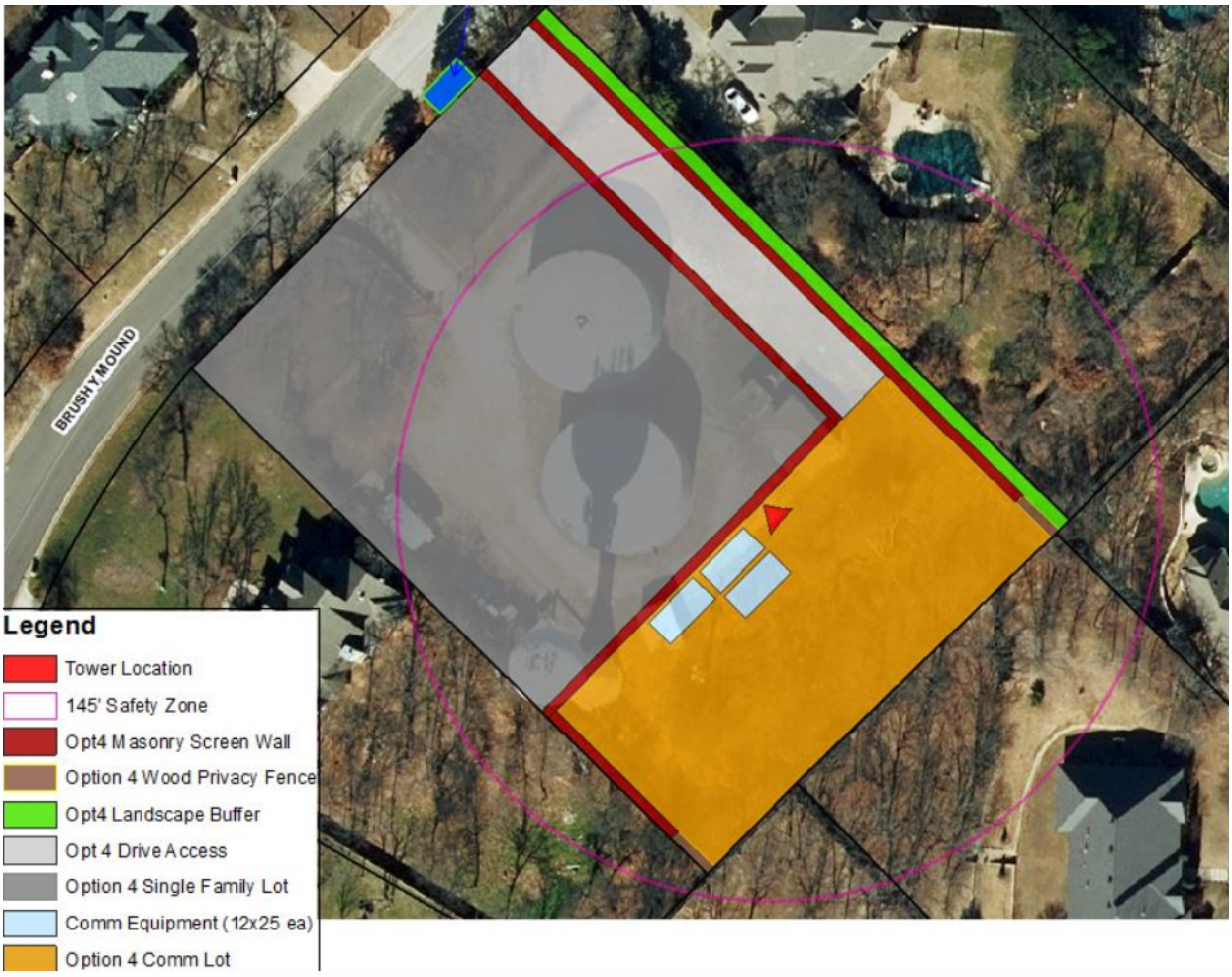
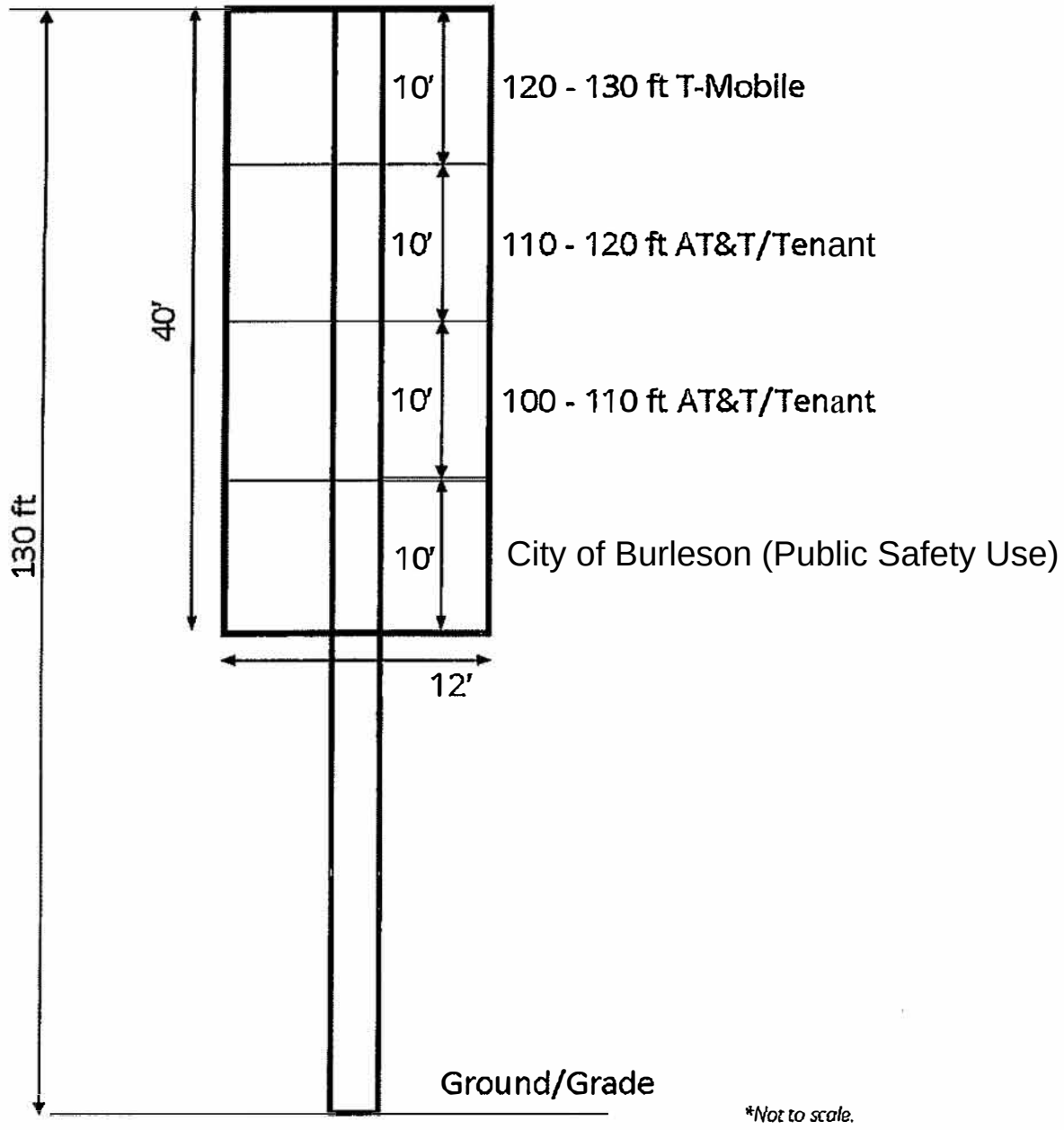
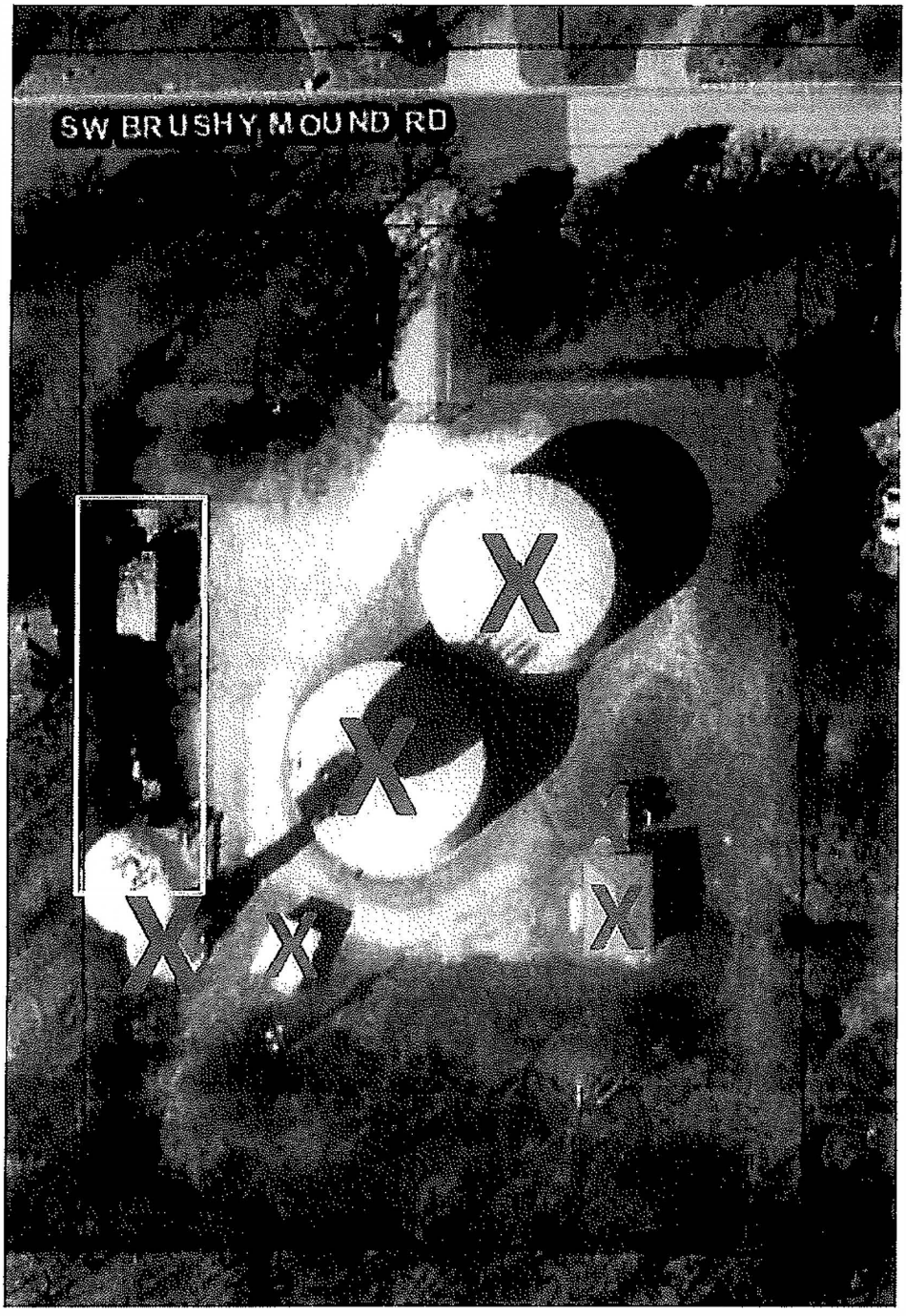

BRUSHY MOUND
Legend
Tower Location
145' Safety Zone
Opt4 Masonry Screen Wall
Option 4 Wood Privacy Fence
Opt4 Landscape Buffer
Opt 4 Drive Access
Option 4 Single Family Lot
Comm Equipment (12x25 ea)
Option 4 Comm Lot

Exhibit C



*Not to scale.

Exhibit D



X= Equipment to be removed by Landlord (3 buildings, 2 ground storage tanks, 1 elevated storage tank on which Tenant's antennae are currently located

Yellow Box: Equipment to be removed by Tenant (antennae from elevated storage tank, adjacent equipment & appurtenances located on the Property.

STATE OF TEXAS §
§
COUNTY OF JOHNSON §

TOWER ATTACHMENT
LEASE AGREEMENT

THIS TOWER ATTACHMENT LEASE AGREEMENT ("Lease") is made and entered into as of the 24th day of June, 1997, ~~1996~~, by and between the City of Burleson, Texas, a municipal corporation ("Landlord"), and Southwestern Bell Wireless Inc. ("SBW"), acting in its capacity as general partner of the Dallas SMSA Limited Partnership, and being a corporation organized and existing under the laws of the State of Delaware, with its principal place of business at 15660 Dallas Parkway, Suite 1300, Dallas, Texas 75248 ("Tenant").

Background

(a) Landlord is the owner in fee simple of a parcel of land located in the City of Burleson, Johnson County, Texas, legally described on the attached **Exhibit A** (the "Owned Premises").

(b) A water storage tower ("Tower") is located on the Owned Premises.

(c) In addition to water storage operations, Landlord operates certain communications facilities on the Owned Premises.

(d) Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord, a portion of the Owned Premises in order to enable Tenant to erect, operate, and maintain certain communications equipment of Tenant, on the terms and conditions set forth below. Now, therefore, in consideration of the terms and conditions of this Lease, the parties agree as follows:

1. PREMISES LEASED.

1.1 Landlord leases to Tenant and Tenant leases from Landlord a portion of the Owned Premises, consisting of space on the Tower for directional antennas, connecting cables, and appurtenances ("Antenna Facilities") at the locations shown on the attached **Exhibit C** and space on the ground for the construction of an equipment shelter, as shown on the Site Plan attached as **Exhibit B** (collectively, the "Premises"). The Antenna Facilities and equipment shelter are referred to collectively as the "Improvements".

1.2 This Lease is not a franchise pursuant to Chapter XI of the City Charter nor is it a permit or authorization to use the public rights-of-way. A franchise or permit, if required, must be obtained separately from Landlord.

2. TERM AND RENEWALS

2.1 The primary term of this Lease is five years, commencing on the date of full execution of this Lease by both parties (the "Commencement Date") and will terminate at 11.59 p.m. on the same date in the year 2001.

2.2 Provided that Tenant is not then in default under this Lease, Tenant may renew this Lease for four successive renewal terms of five years each by Tenant notifying Landlord at least 120 days prior to expiration of the then-current term. Each renewal shall be on the same terms and conditions except that there shall be no renewal after the fourth renewal term.

3. RENT

3.1 Tenant shall pay Landlord as annual rent for the Premises the sum of $14,400 ("Rent"). Tenant shall pay Landlord Rent for the first year on the date Tenant completes construction of its Improvements or July 1, 1997, whichever is earlier. Tenant shall pay Landlord Rent annually in advance on each anniversary of the Commencement Date. Rent shall be increased annually as described in Paragraph 3.5.

3.2 Tenant shall pay Landlord a late payment charge equal to five percent of the late payment for any payment not paid when due. In addition to the late payment charge, any amounts not paid when due shall bear interest until paid at the lesser of the rate of one and three-quarters percent per month or the highest rate permitted by law.

3.3 For each additional antenna installed by Tenant beyond the initial array described in **Exhibit C**, Tenant shall pay additional rent of $200 per month which shall increase annually under the same terms provided in Paragraph 3.5 and shall become part of the Rent. Tenant may not add additional equipment or antennas from that shown on **Exhibit C** without the approval of Landlord which approval shall not be unreasonably withheld or delayed.

3.4 Tenant agrees to pay any real estate taxes required as a result of this Lease, but only on Tenant's Leased Premises.

3.5 The Rent shall be increased annually effective as of each anniversary of the Commencement Date by an amount equal to the greater of five percent or the percentage increase in the CPI over the prior year CPI. "CPI" means the Consumer Price Index for the Dallas/Fort Worth Area, All Items, issued by the Bureau of Labor Statistics for the United States Department of Labor (1982-84 = 100). If the CPI is converted to a different standard reference base or otherwise revised, the adjustment set forth in this paragraph shall be made with the use of the conversion formula published by the Bureau of Labor Statistics.

3.6 If this Lease is terminated at a time other than on the last day of the month, Rent shall be prorated as of the date of termination and, in the event of termination for any reason other than nonpayment of Rent, all prepaid Rents shall be refunded to the Tenant.

4. USE OF PREMISES.

4.1 Tenant may use the Premises for the installation, operation, and maintenance of its Antenna Facilities for the transmission, reception, and operation of a communications system and for the storage of related equipment in accordance with the terms of this Lease. This use shall be non-exclusive. Tenant may erect and operate 12 panel (# and type) antennas and may expand to a maximum of 12 antennas, but only with Landlord's consent, which consent shall not be unreasonably withheld or delayed, and only after Landlord has obtained, at Tenant's expense, a certified evaluation indicating that each additional antenna will not interfere with existing antennas or proposed antennas.

4.2 Tenant shall, at its expense, comply with all present and future federal, state, and local laws, ordinances, rules and regulations (including laws and ordinances relating to health, radio frequency emissions, and safety) in connection with the use, operation, maintenance, construction and installation of the Antenna Facilities and the Premises.

5. CONSTRUCTION STANDARDS.

5.1 The Antenna Facilities shall be installed on the Tower and Premises in a good and workmanlike manner without the attachment of any construction liens. Landlord reserves the right to require Tenant to paint the Antenna Facilities and equipment shelter, at Tenant's expense, in a manner consistent with the color of the Tower and its appurtenances, so long as the requirement is in accordance with all rules and regulations of the Federal Aviation Administration and the Federal Communications Commission.

6. INSTALLATION OF EQUIPMENT.

6.1 Tenant shall have the right, at its sole cost and expense, to install, operate and maintain on the Premises, in accordance with good engineering practices and with all applicable FCC rules and regulations, the Improvements as described on **Exhibits B and C**. Tenant shall provide all required lighting shown on **Exhibits B and C**.

6.2 Tenant's installation of the Improvements shall be done according to plans approved by Landlord, which approval shall not be unreasonably withheld or delayed. Any damage done to the Owned Premises or the Tower during installation or during operations shall be repaired or replaced within 10 days at Tenant's expense and to Landlord's satisfaction.

6.3 Within 30 days after the Commencement Date, Tenant shall provide Landlord with as-built drawings of the Improvements which show the actual location of all equipment

and Improvements consistent with **Exhibits B and C**. The drawings shall be accompanied by a complete and detailed inventory of all equipment, personal property, and Antenna Facilities.

7. EQUIPMENT UPGRADE.

7.1 Tenant may update or replace the Improvements from time to time with prior written notice to Landlord, provided that the replacement facilities are not greater in number or size than the existing facilities and provided that any change in their location on the Tower is reasonably satisfactory to Landlord. Tenant shall submit to Landlord a detailed proposal for any such replacement facilities and any supplemental materials as may be requested, for Landlord's evaluation and approval which approval shall not be unreasonably withheld or delayed.

8. MAINTENANCE.

8.1 Tenant shall, at its own expense, maintain the Improvements in a safe condition, in good repair and in a manner satisfactory to Landlord so as not to conflict with the use of, or other leasing of the Tower by Landlord. Tenant shall not interfere with the use of the Tower, the Owned Premises, related facilities, or equipment of other tenants.

8.2 Tenant shall have sole responsibility for the maintenance, repair, and security of the Improvements and shall keep them in good repair and condition during the Lease term.

8.3 Tenant shall keep the Premises free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or interference.

8.4 If Landlord or any other tenant undertakes painting, construction or other alterations on the Tower, Tenant shall, with reasonable prior notice from landlord, take reasonable measures at Tenant's cost to cover the Improvements and protect them from paint and debris fallout which may occur during the painting, construction or alteration process.

9. PREMISES ACCESS.

9.1 Landlord shall be allowed and granted access to the Premises at reasonable times and upon reasonable notice to Tenant, to examine and inspect the Premises for safety reasons or to ensure that Tenant is complying with this Lease.

9.2 Tenant shall, at all times, have ingress and egress to the Premises by means of the existing driveway over the Owned Premises in order to install, operate, and maintain the Improvements.

10. UTILITIES.

10.1 Tenant shall, at its expense, separately meter charges for the consumption of electricity and other utilities associated with its use of the Premises and shall timely pay all utility costs.

11. LICENSE FEES.

11.1 Tenant shall pay, as they become due and payable, all fees, charges, taxes and expenses required for licenses and permits required for or occasioned by Tenant's use of the Premises.

12. APPROVALS: COMPLIANCE WITH LAWS.

12.1 Tenant's use of the Premises is contingent upon its obtaining all certificates, permits, zoning, and other approvals that may be required by any federal, state or local authority. Tenant shall erect, maintain and operate its Antenna Facilities in accordance with site standards, state statutes, ordinances, rules and regulations now in effect or that may be issued in the future by the Federal Communications Commission or any other governmental body. If these approvals are denied or withdrawn, Tenant may terminate this lease in accordance with Paragraph 16.1.

13. INTERFERENCE.

13.1 Tenant's installation, operation, and maintenance of its Antenna Facilities shall not damage or interfere with Landlord's tower operations or related repair and maintenance activities or with the activities of other tenants. Tenant agrees to cease all actions which materially interfere with Landlord's use of the Tower immediately upon actual notice of such interference, provided however, in that case, Tenant shall have the right to terminate the Lease. Landlord reserves the right to take any action it deems necessary or appropriate, in its sole discretion, to repair, maintain, alter or improve the Owned Premises, including, but not limited to leasing parts of the Tower to others.

13.2 Landlord does not guarantee to Tenant subsequent noninterference with Tenant's communications operations, provided; however, that if any other party except a governmental unit, office, or agency requests a lease or permission to place any type of additional antennas or transmission facility on the Owned Premises, the procedures of Section 13.3 shall be used to determine whether the antenna or transmission facility will interfere with Tenant's transmission operations, and the terms of Section 13.4 shall be applicable and contained within all leases for communications equipment on the Owned Premises executed after the date of this lease.

13.3 If Landlord receives a request to place additional antennas or transmission facilities on the Owned Premises, Landlord shall submit a proposal complete with all

technical specifications reasonably requested by Tenant to Tenant for review for noninterference; however, Landlord shall not be required to provide Tenant with any specifications or information claimed to be of a confidential and proprietary nature by the third party. The third party shall be responsible for the reasonable cost of preparing the technical specifications for its proposed facility. Tenant shall have 30 days following receipt of the proposal to make objections with specific recommendations on how to alleviate any interference, and failure to make any objection within the 30 day period shall be considered consent by Tenant to the installation of antennas or transmission facilities pursuant to the proposal. If Tenant gives notice of objection based on interference during the 30 day period and Tenant's objections are verified by Landlord to be valid, then Landlord shall not proceed with the proposal unless Landlord modifies the proposal in a manner determined, in Landlord's reasonable judgment, to adequately reduce the interference. In that case, Landlord may proceed with the proposal. A governmental unit may be allowed to place antennas or other communications facilities on the Owned Premises regardless of potential or actual interference with Tenant's use; provided however, if Tenant's use of the Premises is affected, in Tenant's sole judgment, Tenant may terminate this Lease.

13.4 Tenant's use and operation of its facilities shall not interfere with the use and operation of other communication facilities on the Tower which pre-existed Tenant's facilities. If Tenant's facilities cause interference, Tenant shall take all measures reasonably necessary to correct and eliminate the interference. If the interference cannot be eliminated in a reasonable time, Tenant shall immediately cease all operations causing interference on the premises until the interference has been eliminated. If the interference cannot be eliminated within 30 days, Landlord may terminate this Lease.

14. DEFAULT AND LANDLORD'S REMEDIES.

14.1 It shall be a default if Tenant:

(a) is past due in the payment of Rent to Landlord when due, and does not cure the delinquency within 10 days from receipt of written notice from Landlord to tenant;

(b) fails in the performance of any other covenant or condition of this Lease and does not cure the other default within 30 days after written notice from Landlord specifying the default;

(c) abandons or vacates the Premises;

(d) is adjudicated a bankrupt or makes any assignment for the benefit of creditors; or

(e) becomes insolvent.

14.2 In the event of a default, Landlord shall have the right, at its option, in addition to and not exclusive of any other remedy Landlord may have by operation of law, without any further demand or notice, to re-enter the Premises and eject all persons and either:

(a) declare this Lease at an end, in which event Tenant shall immediately pay Landlord a sum of money equal to the total of:

(1) the amount of the unpaid rent accrued through the date of termination;

(2) the amount by which the unpaid rent reserved for the balance of the term exceeds the amount of such rental loss that the Tenant proves could be reasonably avoided (net of the costs of such reletting); and

(3) any other amount necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform its obligations under this Lease; or

(b) without terminating this Lease, relet the Premises, or any part of the Premises, for the account of Tenant upon such terms and conditions as Landlord may deem advisable, and any monies received from the reletting shall be applied first to the expenses of the reletting and collection, including reasonable attorneys' fees, any real estate commissions paid, and then toward payment of all sums due or to become due Landlord under this Lease, and if a sufficient sum shall not be thus realized to pay the sums and other charges, Tenant shall pay Landlord any deficiency monthly, notwithstanding that Landlord may have received rental in excess of the rental stipulated in this Lease in previous or subsequent months, and Landlord may bring an action to collect the deficiencies as the monthly deficiency arises.

14.3 No re-entry and taking of possession of the Premises by Landlord shall be construed as an election on Landlord's part to terminate this Lease, regardless of the extent of renovations and alterations by Landlord, unless a written notice of the intention terminate the Lease is given to Tenant by Landlord. Notwithstanding any reletting without termination, Landlord may at any time elect to terminate this Lease for the previous default if it has not been cured.

14.4 If suit is brought by Landlord for recovery of possession of the Premises, for the recovery of any rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant, Tenant shall pay to Landlord all expenses incurred for the suit, including reasonable attorneys fees.

15. CURE BY LANDLORD.

15.1 In the event of any default of this Lease by Tenant, Landlord may at any time, after notice required by Paragraph 14.1, cure the default for the account of and at the expense of Tenant. If Landlord is compelled to pay or elects to pay any sum of money or to do any act which will require the payment of any sum of money or is compelled to incur any expense, including reasonable attorney fees in instituting, prosecuting, or defending any action to enforce Landlord's rights under this Lease, the sums so paid by Landlord, with all interest, costs and damages shall be deemed to be Additional Rent and shall be due from Tenant to Landlord on the first day of the month following the incurring of the expenses.

16. OPTIONAL TERMINATION.

16.1 This Lease may be terminated:

(a) by Tenant if Tenant is unable to obtain or maintain any license, permit, or other governmental approval necessary for the construction or operation of the Antenna Facilities or Tenant's business;

(b) by Tenant at any time prior to installation of the Improvements or November 1, 1996, whichever is earlier;

(c) by Tenant at any time upon one year prior written notice to Landlord, without further obligation under the Lease;

(d) by Landlord if Landlord decides, in its sole discretion and for any reason, to redevelop the Owned Premises or discontinue use of the Tower;

(e) by Landlord if Landlord determines, in its sole discretion and for any reason, that the Tower is structurally unsound or otherwise not suitable for Tenant's use, including but not limited to consideration of age of the structure, damage or destruction of all or part of the Tower from any source, or factors relating to condition of the Tower; or

(f) by Landlord if Landlord determines in its sole discretion that continued use of the Tower by Tenant is in fact a verified and material threat to health, safety or welfare or violates applicable laws or ordinances.

16.2 Upon termination of this Lease for any reason, Tenant shall remove the Improvements from the Premises within 30 days of the date of termination, and shall repair any damage to the Premises caused by the Improvements, normal wear and tear excepted, all at Tenant's sole cost and expense. Any Improvements which are not removed by the end of the Lease term shall become the property of Landlord subject to any purchase money security interest. In the event that Tenant does not remove the Improvements or repair any

damage as required herein, Landlord may perform this removal and repair and charge the costs for such removal and repair to Tenant.

17. ALTERATION, DAMAGE, OR DESTRUCTION.

17.1 If the Tower or any portion of the Tower is altered, destroyed or damaged so as to materially hinder effective use of the Antenna Facilities through no fault or negligence of Tenant, Tenant may elect to terminate this Lease upon 30 days' written notice to Landlord. In that event, all rights and obligations of the parties shall cease as of the date of the alteration, damage or destruction and Tenant shall be entitled to the reimbursement of any rent prepaid by Tenant. Landlord shall have no obligation to undertake any repair to the Tower.

18. INDEMNITY AND INSURANCE.

18.1 INDEMNIFICATION: TENANT SHALL, AT ITS SOLE COST AND EXPENSE, INDEMNIFY AND HOLD HARMLESS LANDLORD AND ALL ITS OFFICERS, BOARDS, COMMISSIONS, EMPLOYEES, AND AGENTS (HEREINAFTER REFERRED TO AS "INDEMNITEES"), FROM AND AGAINST:

(a) ANY AND ALL LIABILITY, OBLIGATIONS, DAMAGES, PENALTIES, CLAIMS, LIENS, COSTS, CHARGES, LOSSES AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE FEES AND EXPENSES OF ATTORNEYS, EXPERT WITNESSES AND CONSULTANTS), WHICH MAY BE IMPOSED UPON, INCURRED BY OR BE ASSERTED AGAINST THE INDEMNITEES BY REASON OF ANY ACT OR OMISSION OF TENANT, ITS PERSONNEL, EMPLOYEES, AGENTS, CONTRACTORS OR SUBCONTRACTORS, RESULTING IN PERSONAL INJURY, BODILY INJURY, SICKNESS, DISEASE OR DEATH TO ANY PERSON OR DAMAGE TO, LOSS OF OR DESTRUCTION OF TANGIBLE OR INTANGIBLE PROPERTY, LIBEL, SLANDER, INVASION OF PRIVACY AND UNAUTHORIZED USE OF ANY TRADEMARK, TRADE NAME, COPYRIGHT, PATENT, SERVICE MARK OR ANY OTHER RIGHT OF ANY PERSON, FIRM OR CORPORATION, WHICH MAY ARISE OUT OF OR BE IN ANY WAY CONNECTED WITH THE CONSTRUCTION, INSTALLATION, OPERATION, MAINTENANCE, USE OR CONDITION OF THE PREMISES OR TENANT'S ANTENNA FACILITIES OR THE TENANT'S FAILURE TO COMPLY WITH ANY FEDERAL, STATE OR LOCAL STATUTE, ORDINANCE OR REGULATION.

(b) ANY AND ALL LIABILITIES, OBLIGATIONS, DAMAGES, PENALTIES, CLAIMS, LIENS, COSTS, CHARGES, LOSSES AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE FEES AND EXPENSES OF ATTORNEYS, EXPERT WITNESSES AND OTHER CONSULTANTS), WHICH ARE IMPOSED UPON, INCURRED BY OR ASSERTED AGAINST THE INDEMNITEES BY REASON OF ANY CLAIM OR LIEN ARISING OUT OF WORK, LABOR, MATERIALS OR SUPPLIES PROVIDED OR SUPPLIED TO TENANT, ITS

CONTRACTORS OR SUBCONTRACTORS, FOR THE INSTALLATION, CONSTRUCTION, OPERATION, MAINTENANCE OR USE OF THE PREMISES OR TENANT'S ANTENNA FACILITIES, AND, UPON THE WRITTEN REQUEST OF LANDLORD, TENANT SHALL CAUSE SUCH CLAIM OR LIEN COVERING LANDLORD'S PROPERTY TO BE DISCHARGED OR BONDED WITHIN 30 DAYS FOLLOWING SUCH REQUEST.

(c) ANY AND ALL LIABILITY, OBLIGATIONS, DAMAGES, PENALTIES, CLAIMS, LIENS, COSTS, CHARGES, LOSSES AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE FEES AND EXPENSES OF ATTORNEYS, EXPERT WITNESSES AND CONSULTANTS), WHICH MAY BE IMPOSED UPON, INCURRED BY OR BE ASSERTED AGAINST THE INDEMNITEES BY REASON OF ANY FINANCING OR SECURITIES OFFERING BY TENANT OR ITS AFFILIATES FOR VIOLATIONS OF THE COMMON LAW OR ANY LAWS, STATUTES, OR REGULATIONS OF THE STATE OF TEXAS OR THE UNITED STATES, INCLUDING THOSE OF THE FEDERAL SECURITIES AND EXCHANGE COMMISSION, WHETHER BY TENANT OR OTHERWISE.

18.2 IT IS THE INTENT OF THE PARTIES BY AGREEMENT TO THIS ARTICLE 18 THAT IF A CLAIM IS MADE IN ANY FORUM AGAINST INDEMNITEES FOR ANY OF THE REASONS REFERRED TO IN SECTION 18.1, AND UPON RESOLUTION OF THE CLAIM:

(a) THERE IS NO FINDING BY A COURT OF COMPETENT JURISDICTION THAT INDEMNITEES WERE NEGLIGENT IN CONNECTION WITH ANY OF THE REASONS REFERRED TO IN SECTION 18.1, TENANT SHALL HOLD INDEMNITEES HARMLESS AND INDEMNIFY THEM FOR ANY DAMAGE, LOSS, EXPENSE, OR LIABILITY RESULTING FROM THE CLAIM, INCLUDING ALL ATTORNEYS' FEES, COSTS, AND PENALTIES INCURRED; OR

(b) THERE IS A FINDING BY A COURT OF COMPETENT JURISDICTION THAT TENANT WAS NEGLIGENT TO A GREATER DEGREE THAN INDEMNITEES IN CONNECTION WITH ANY OF THE REASONS REFERRED TO IN SECTION 18.1, TENANT SHALL HOLD INDEMNITEES HARMLESS AND INDEMNIFY THEM FOR ANY DAMAGE, LOSS, EXPENSE, OR LIABILITY RESULTING FROM THE CLAIM, INCLUDING ALL ATTORNEYS' FEES, COSTS, AND PENALTIES.

18.3 Assumption of Risk: Tenant covenants and agrees that it has inspected the Tower and the Premises and that it does not rely on any representation of Landlord as to the condition of the Tower or the Premises or their suitability for Tenant's intended uses and purposes. Tenant accepts the Premises in their present condition and finds them suitable for Tenant's purposes.

18.4 Defense of Indemnitees: In the event any action or proceeding shall be brought against the Indemnitees by reason of any matter for which the Indemnitees are indemnified hereunder, Tenant shall, upon notice from any of the Indemnitees, at Tenant's sole cost and expense, resist and defend the same; provided however, that Tenant shall not admit liability in any such matter on behalf of the Indemnitees without the written consent of Landlord and provided further that Indemnitees shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified hereunder, without the prior written consent of Tenant.

18.5 Notice, Cooperation and Expenses:

(a) Landlord shall give Tenant prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this Lease. Nothing herein shall be deemed to prevent Landlord from cooperating with Tenant and participating in the defense of any litigation by Landlord's own counsel. Tenant shall pay all expenses incurred by Landlord in response to any such actions, suits or proceedings. These expenses shall include all out-of-pocket expenses such as attorney fees and shall also include the reasonable value of any services rendered by the Landlord's attorney, and the actual expenses of Landlord's agents, employees or expert witnesses, and disbursements and liabilities assumed by Landlord in connection with such suits, actions or proceedings but shall not include attorneys fees for services that are unnecessarily duplicative of services provided Landlord by Tenant.

(b) If Tenant requests Landlord to assist it in a defense then Tenant shall pay all expenses incurred by Landlord, including defending itself with regard to the actions, suits or proceedings. These expenses shall include all out-of-pocket expenses such as attorneys fees and shall also include the costs of any services rendered by the Landlord's attorney, and the actual expenses of Landlord's agents, employees or expert witnesses, and disbursements and liabilities assumed by Landlord in connection with such suits, actions or proceedings.

18.6 Insurance: During the term of the Lease, Tenant shall maintain, or cause to be maintained, in full force and effect and at its sole cost and expense, the following types and limits of insurance:

(a) Worker's compensation insurance meeting applicable statutory requirements and employer's liability insurance with minimum limits of One Hundred Thousand Dollars ($100,000) for each accident.

(b) Comprehensive commercial general liability insurance with minimum limits of Five Million Dollars ($5,000,000) as the combined single limit for each occurrence of bodily injury, personal injury and property damage. The policy shall provide blanket contractual liability insurance for all written contracts, and shall include coverage for products and completed operations liability, independent contractor's liability; coverage for

property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage.

(c) Automobile liability insurance covering all owned, hired, and nonowned vehicles in use by Tenant, its employees and agents, with personal protection insurance and property protection insurance to comply with the provisions of state law with minimum limits of Two Million Dollars ($2,000,000) as the combined single limit for each occurrence for bodily injury and property damage.

(d) At the start of and during the period of any construction, builders all-risk insurance, together with an installation floater or equivalent property coverage covering cables, materials, machinery and supplies of any nature whatsoever which are to be used in or incidental to the installation of the Antenna Facilities. Upon completion of the installation of the Antenna Facilities, Tenant shall substitute for the foregoing insurance policies of fire, extended coverage and vandalism and malicious mischief insurance on the Antenna Facilities. The amount of insurance at all times shall be representative of the insurable values installed or constructed.

(e) All policies other than those for Worker's Compensation shall be written on an occurrence and not on a claims made basis.

(f) The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.

18.7 Named Insureds: All policies, except for worker's compensation policies, shall name Landlord, its officers, boards, commissions, employees, and agents as additional insureds (herein referred to as the "Additional Insureds"). Each policy which is to be endorsed to add Additional Insureds hereunder, shall contain cross-liability wording, as follows:

> "In the event of a claim being made hereunder by one insured for which another insured is or may be liable, then this policy shall cover such insured against whom a claim is or may be made in the same manner as if separate policies had been issued to each insured hereunder."

18.8 Evidence of Insurance: Certificates of insurance for each insurance policy required to be obtained by Tenant in compliance with this paragraph, shall be filed and maintained with Landlord annually during the term of the Lease. Tenant shall immediately advise Landlord of any claim or litigation that may result in liability to Landlord.

18.9 Cancellation of Policies of Insurance: All insurance policies maintained pursuant to this Lease shall contain the following endorsement:

"At least sixty (60) days prior written notice shall be given to the City of Burleson by the insurer of any intention not to renew such policy or to cancel, replace or materially alter same, such notice to be given by registered mail."

19. CONDEMNATION.

19.1 In the event the Tower is taken by eminent domain, this Lease shall terminate as of the date title to the Premises vests in the condemning authority. In the event a portion of the Premises is taken by eminent domain, either party shall have the right to terminate this Lease as of the date of title transfer, by giving 30 days' written notice to the other party. In the event of any taking under the power of eminent domain, Tenant shall not be entitled to any portion of the award paid for the taking and Landlord shall receive full amount of the award. Tenant waives any right or claim to any portion of the award although all damages, whether awarded as compensation for diminution in value of the leasehold or to the fee of the Premises, shall belong to Landlord, Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant on account of damage to Tenant's business and any costs or expenses incurred by Tenant in moving or removing its equipment, personal property, Antenna Facilities, and leasehold improvements.

20. HAZARDOUS SUBSTANCE INDEMNIFICATION.

20.1 Tenant represents and warrants that its use of the Premises will not generate any hazardous substance, and Tenant will not dispose of or store on the Premises nor transport to or over the Premises any hazardous substance; except, that Tenant shall be allowed to store sealed batteries and use a diesel or propane generator on site for temporary generating of power in emergency situations. Tenant further agrees to hold Landlord harmless from, indemnify, and defend Indemnitees as defined in Section 18.1, against any claim resulting from the generation, release, disposal, storage, or transportation of a hazardous substance by Tenant, its agents, employees, or contractors, and any damage, loss, expense, or liability resulting from the generation, release, disposal, storage, or transportation of a hazardous substance, including all attorneys' fees, costs, and penalties incurred as a result of the generation, release, disposal, storage, or transportation of a hazardous substance by Tenant, its agents, employees, or contractors, on the Premises, except if caused by the negligence of Indemnitees.

20.2 "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease.

20.3 NOTWITHSTANDING THE PROVISIONS OF PARAGRAPH 20.1, IT IS THE INTENT OF THE PARTIES THAT IF A CLAIM IS MADE IN ANY FORUM AGAINST INDEMNITEES CONCERNING THE GENERATION, RELEASE, DISPOSAL, STORAGE, OR TRANSPORTATION OF A HAZARDOUS SUBSTANCE ON THE PREMISES BY TENANT, ITS AGENTS, EMPLOYEES, OR CONTRACTORS, AND UPON RESOLUTION OF THE CLAIM:

(a) THERE IS NO FINDING BY A COURT OF COMPETENT JURISDICTION THAT INDEMNITEES WERE NEGLIGENT IN CONNECTION WITH THE GENERATION, RELEASE, DISPOSAL, STORAGE, OR TRANSPORTATION OF THE HAZARDOUS SUBSTANCE, TENANT SHALL HOLD INDEMNITEES HARMLESS AND INDEMNIFY THEM FOR ANY DAMAGE, LOSS, EXPENSE, OR LIABILITY RESULTING FROM THE CLAIM, INCLUDING ALL ATTORNEYS' FEES, COSTS, AND PENALTIES INCURRED; OR

(b) THERE IS A FINDING BY A COURT OF COMPETENT JURISDICTION THAT TENANT WAS NEGLIGENT TO A GREATER DEGREE THAN INDEMNITEES IN CONNECTION WITH THE GENERATION, RELEASE, DISPOSAL, STORAGE, OR TRANSPORTATION OF THE HAZARDOUS SUBSTANCE, TENANT SHALL HOLD INDEMNITEES HARMLESS AND INDEMNIFY THEM FOR ANY DAMAGE, LOSS, EXPENSE, OR LIABILITY RESULTING FROM THE CLAIM, INCLUDING ALL ATTORNEYS' FEES, COSTS, AND PENALTIES.

21. HOLDING OVER.

21.1 Any holding over after the expiration of the term, with the consent of the Landlord, shall be construed to be a tenancy from month to month at two times the amount of Rent being paid under the expired term and shall otherwise be on the conditions of this Lease, so far as applicable.

22. ACCEPTANCE OF PREMISES.

22.1 By taking possession of the Premises, Tenant accepts the Premises in the condition existing as of the Commencement Date. Landlord makes no representation or warranty with respect to the condition of the Premises and Landlord shall not be liable for any latent or patent defect in the Premises.

23. NOTICES.

23.1 All notices, requests, demands, and other communications pursuant to this Lease shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, to the following addresses:

If to Landlord, to:	City Manager City of Burleson 141 West Renfro Burleson, TX 76028
If to Tenant, to:	Southwestern Bell Wireless, Inc. Attention: Real Estate Manager, Site #3930 P. O. Box 797246 Dallas, Texas 75379 (972) 774-4691 (972) 774-4704
With a copy to:	Southwestern Bell Wireless, Inc. Attention: Legal Department, Site #3930 15660 Dallas Parkway, Suite 1300 Dallas, Texas 75278

23.2 A party may change its address to which notices or demands may be given, by written notice to the other party.

24. ASSIGNMENT.

24.1 Except as to any entity controlling, controlled by, or in common control with Tenant, Tenant may not assign this Lease or sublet the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed.

24.2 Nothing in this Lease shall preclude Landlord from leasing other space for communications equipment to any person or entity including a party which may be in competition with Tenant. Lease of other space for communications equipment will be in accordance with Article 13 of this Lease.

25. SUCCESSORS AND ASSIGNS.

25.1 This Lease shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, and assigns.

26. MISCELLANEOUS.

26.1 Landlord and Tenant represent that each, respectively, has full right, power, and authority to execute this Lease.

26.2 This Lease constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Lease must be in writing and executed by both parties.

26.3 This Lease shall be construed in accordance with the laws of the State of Texas.

26.4 Should any action be brought for the enforcement of or arising out of the terms and conditions of this Lease, venue shall be in Johnson County, Texas.

26.5 If any term of this Lease is found to be void or invalid, such invalidity shall nor effect the remaining terms of this Lease, which shall continue in full force and effect.

THIS LEASE WAS EXECUTED AS OF THE DATE FIRST SET FORTH ABOVE.

LANDLORD:
CITY OF BURLESON, TEXAS

Rick Roper
Mayor

ATTEST:

Mary Dayser
City Secretary (Deputy)

TENANT:
SOUTHWESTERN BELL WIRELESS INC.

By: Susan Harper
for Lowell D. Whitlock
Vice President, General Manager

Date: 7-25-97

Exhibit A

BURLESON CELL SITE
CENTER NO. 3930

LEASE AREA LEGAL DESCRIPTION

Being a tract or parcel of land situated in the Hanson Alsbury Survey Abstract No. 31, City of Burleson, Tarrant County, Texas and being part of the second tract conveyed to the City of Burleson as recorded in Volume 3625, Page 636, Deed Records, Tarrant County, Texas, being more particularly described as follows:

COMMENCING at a 1/2" iron rod found for corner in the southwest line of Brushy Mound Road (50' right-of-way), being the southwesternmost corner of said tract conveyed to The City of Burleson;

THENCE South 44°10'00"E a distance of 60.88 feet to a 1/2" iron rod set for corner and POINT OF BEGINNING;

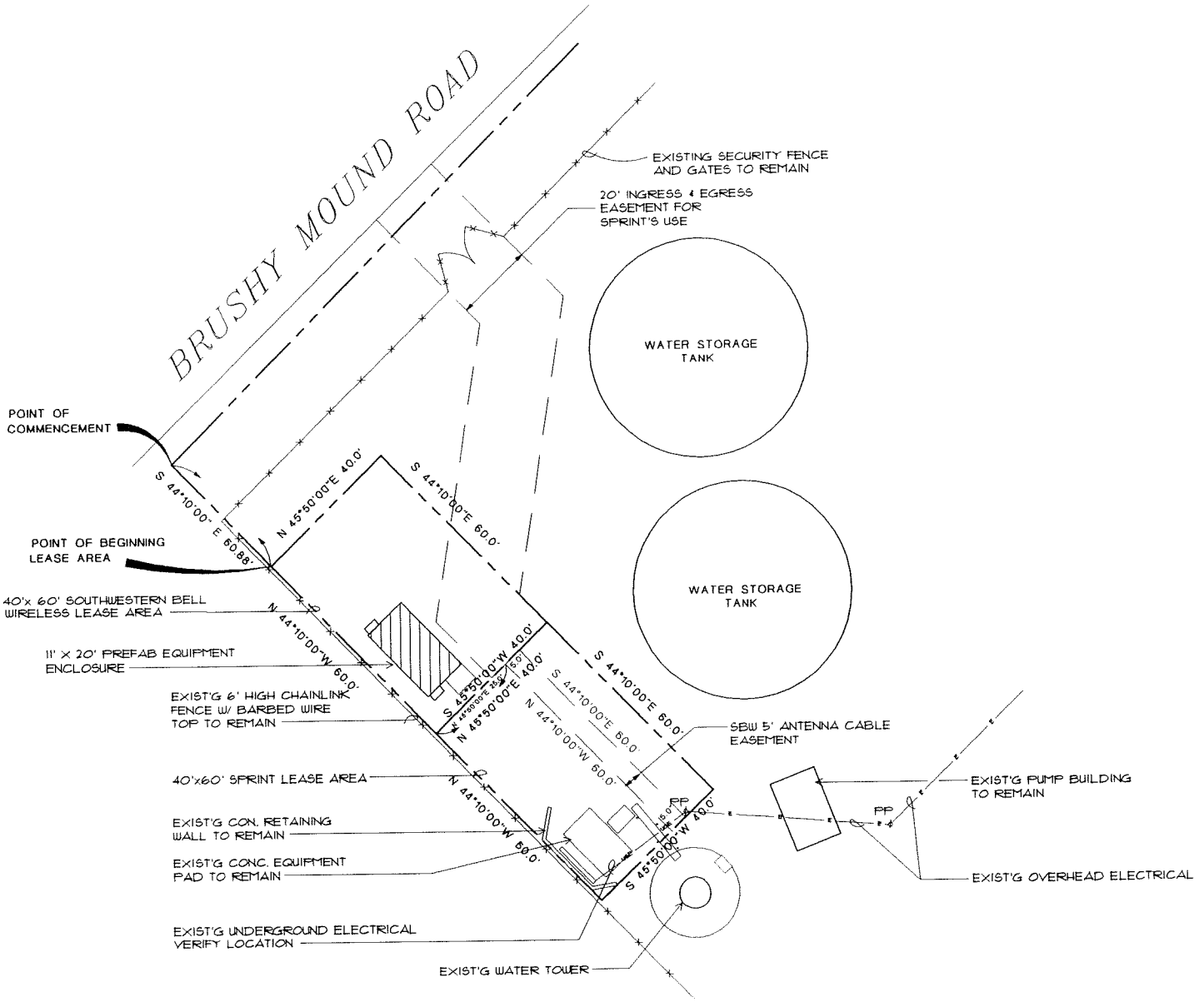
THENCE North 45°50'00" East a distance of 40.00 feet to a 1/2" iron rod set for corner;

THENCE South 44°10'00" East a distance of 60.00 feet to a 1/2" iron rod set for corner;

THENCE South 45°50'00" West a distance of 40.00 feet to a 1/2" iron rod set for corner in the west line of the aforementioned City of Burleson tract;

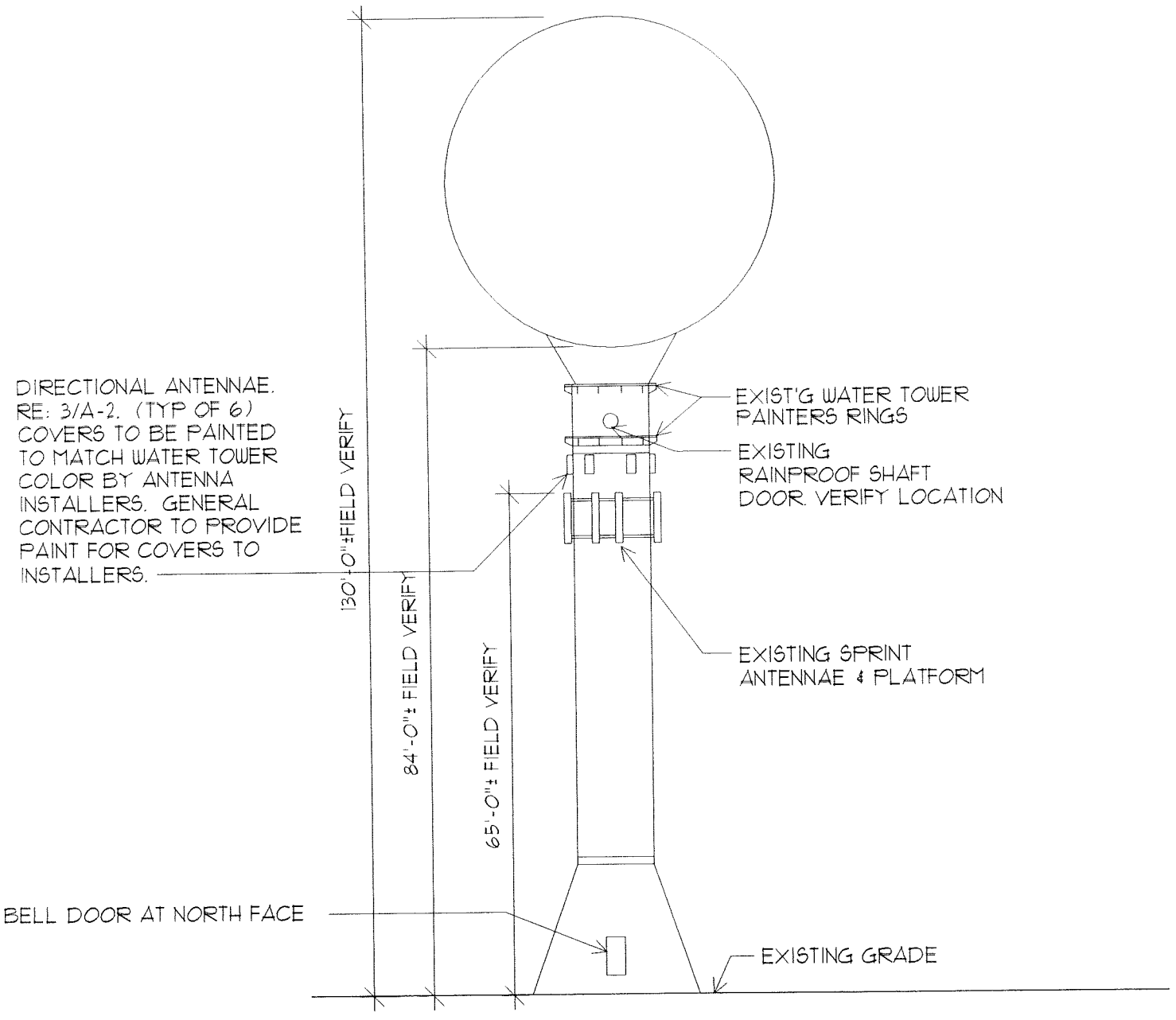
THENCE North 44°10'00" West a distance of 60.00 feet to the POINT OF BEGINNING and containing 2,400 square feet or 0.055 acre of land.

Exhibit B



BURLESON CELL SITE
CENTER NO. 3930

Exhibit C



BURLESON CELL SITE
CENTER NO. 3930

City Council Regular Meeting

DEPARTMENT: **Legal Department**

FROM: **Justin Scharnhorst, Purchasing Manager**

MEETING: **September 6, 2022**

SUBJECT:

Consider approval of a five-year lease agreement and associated access and utility easement with T-Mobile West, LLC, for the lease space on the City owned monopole located at 231 SW Brushy Mound Road. *(Staff Contact: Justin Scharnhorst, Purchasing Manager)*

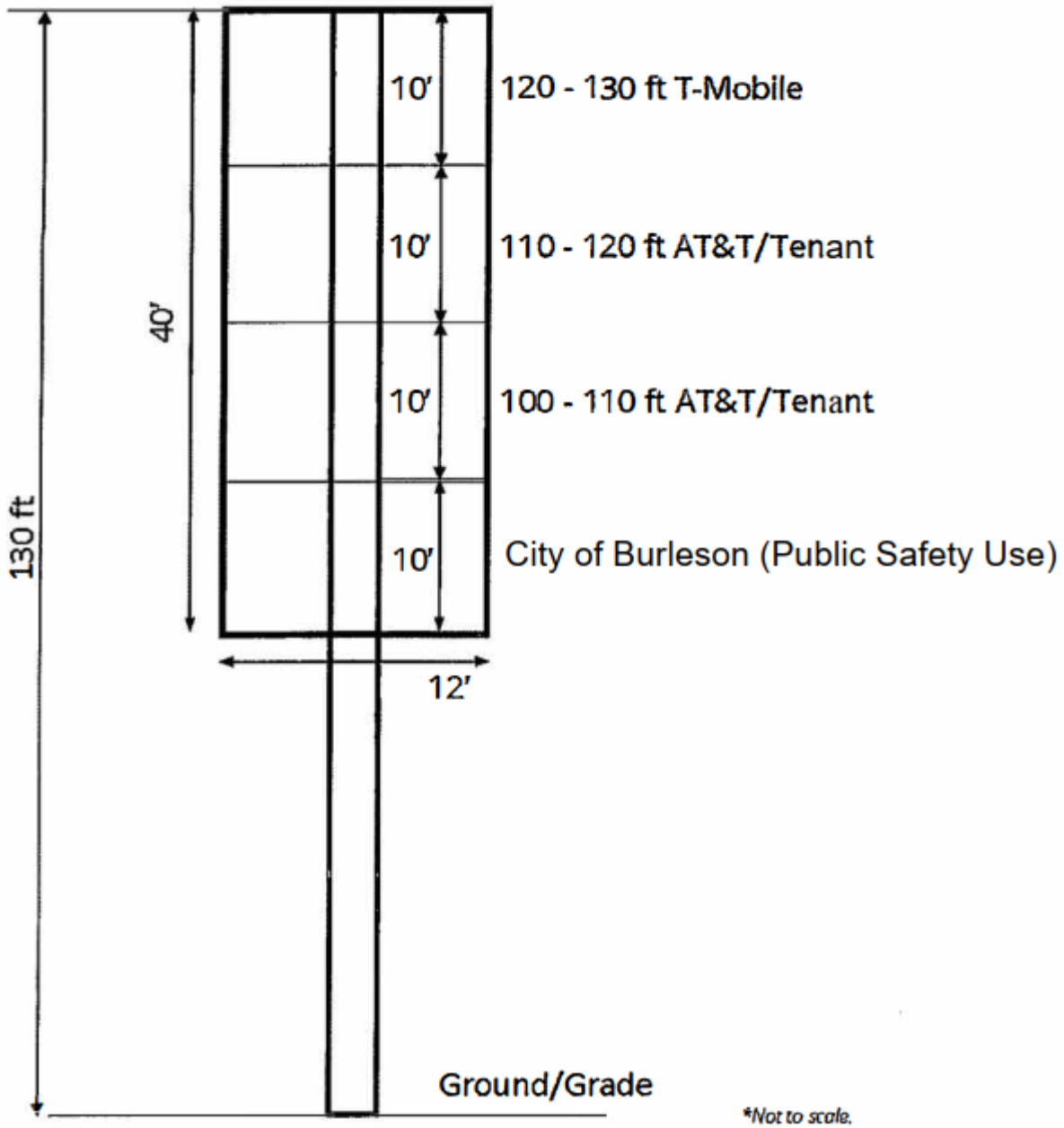
SUMMARY:

On May 22, 2017, Council authorized an agreement with JTS Construction to purchase and erect a monopole at 231 SW Brushy Mound and facilitate the transfer of the existing carriers (AT&T and T-Mobile) to the new monopole once construction is completed. Part of the JTS agreement requires the contractor to obtain all necessary approval from the FAA and any permissible building code, ensuring compliance and enabling the contractors to place antennas on the structure. The purpose of the lease is to offset the cost of the construction of the monopole while providing service enhancements to the area through a partnership with two carriers, AT&T and T-Mobile, who previously purchased Sprint.

In March 2020, Council authorized an agreement with Red River Construction to construct a two million gallon water storage tank at Turkey Peak and remove the water storage infrastructure at 231 SW Brushy Mound. Part of this process would require the carriers to remove existing infrastructure from the current water tanks before the demo and be moved to the monopole. Staff in conjunction with JTS have worked to renegotiate the existing lease agreements, make necessary updates to reflect the new arrangement properly, and put a five-year lease in place. Annual revenue from the two carriers will total $135,000. The estimated completion date is September of 2022 for migrating the carrier antennas to the monopole, subject to final meter installation from Oncor. Because AT&T has requested to lease an additional rung on the monopole (for a total of two rungs), they will pay the City a one-time fee of $45,000 in addition to the monthly lease rent.

The term of the agreement is revised to provide that the agreement has a new initial term of five years from the effective date and will thereafter automatically renew for up to three (3) additional five (5) year periods, subject to council approval. The City currently receives $46,441.43 in annual rent for the existing antennas, and has partnered with T-Mobile at this location since 2007.

Exhibit C



OPTIONS:

1) Consider approval a five year lease agreement with T-Mobile West, LLC. for the lease space on the City owned monopole located at 231 Brushy Mound Road
2) Approve with changes
3) Deny

RECOMMENDATION:

Consider approval a five-year lease agreement with T-Mobile West, LLC. for the lease space on the City owned monopole located at 231 Brushy Mound Road

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

N/A

FISCAL IMPACT:
Budgeted: Y/N: Y
Fund Name: General Fund
Full Account #'s: 001- 0000-372.30-00

STAFF CONTACT:

Name: Justin Scharnhorst

Department: Legal Department

Email:jscharnhorst@burlesontx.com

Phone:817-426-9646

THE CITY OF BURLESON TEXAS

231 SW Brushy Mound Road

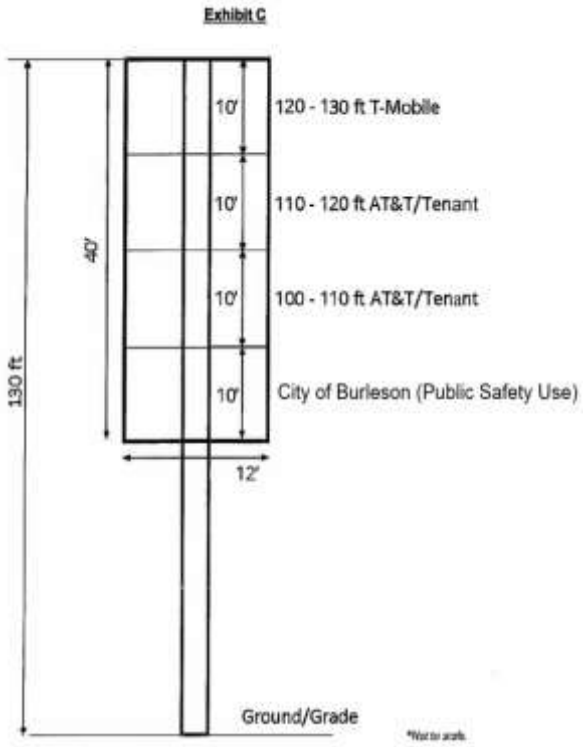
July 18, 2022

Item History

- At the May 22, 2017, Council authorized an agreement with JTS Construction:
  - JTS will purchase and erect a monopole consistent with the aesthetics survey from surrounding property owners.
  - JTS will obtain all necessary approval from the FAA and city during the construction.
  - Estimated completion subject to meter installation from Oncor is September 2022.

Proposal

- AT&T and T-Mobile West, LLC locations:



Possible location to mount microwave antennas for Air Fiber

Lease Rate

- Because AT&T has requested two rungs, they will pay a one time fee of $45,000.
- Both vendors will then pay the city $45,000 each year, for five years. Price escalations have been inserted into the agreement to enable the city to increase lease fees, subject to Council approval.

Questions / Comments

SECOND AMENDMENT TO
TOWER ATTACHMENT LEASE AGREEMENT
T-MOBILE SITE ID DA02644A

WHEREAS, the City of Burleson ("Landlord") and T-Mobile West LLC ("Tenant"), successor in interest to T-Mobile Texas, LP, entered into a lease agreement entered into on December 26, 2006 and amended on September 15, 2017 ("Lease") granting Tenant certain rights to place Antenna Facilities on Landlord's Property; and

WHEREAS, changes in the Landlord's water system call for the removal of all City water infrastructure and equipment on Landlord's Property said infrastructure and equipment to include the Tower on which Tenant's Antennae Facilities are located; and

WHEREAS, the Landlord and Tenant agree to the relocation of the Antenna Facilities; and

WHEREAS, Landlord constructed a 130' tall monopole on the Property to accommodate the placement of Antenna Facilities for the benefit of its citizenry, and Landlord has provided electrical power to the monopole; and

WHEREAS, Tenant desires additional space on the monopole; and

WHEREAS, Landlord desires give Tenant additional space on the monopole, but Landlord would like to have the option of adding another rung to the monopole for public safety purposes; and

WHEREAS, Landlord has priced the cost of adding an additional rung to the monopole at $90,000; and

WHEREAS, Tenant, in consideration of receiving additional space on the monopole, desires to offset the cost of adding the additional rung;

NOW, THEREFORE, Landlord and Tenant amend the Lease by this Amendment as follows:

1. The Property description in the Lease is replaced with Exhibit A of this Amendment.

2. After the expiration of one hundred and eighty (180) days from the Effective Date, Landlord may demolish and/or remove equipment and appurtenances from Landlord's property in accordance with Exhibit D.

3. Tenant shall:

a. Install Tenant's Antenna Facilities on the monopole tower at Tenant's sole cost and expense at the height reserved for Tenant as shown on Exhibit C.

b. Install Tenant's equipment and appurtenances (equipment, buildings, etc.) in accordance with the layout shown in Exhibit B.

c. Perform all antenna, equipment and appurtenance installation at its sole cost and expense.

d. Coordinate Tenant's installations with the City's Project Manager prior to installation to ensure all installations are performed in accordance with Exhibits B and C. The City's Project Manager is:

Heather Houseman, P.E.
Civil Engineer/Real Property Coordinator
City of Burleson
141 W Renfro St
Burleson, TX 76028
817-426-9183
hhouseman@burlesontx.com

e. Within sixty (60) days from the Effective Date of this Amendment Tenant shall:
   i. Complete installation of Tenant's Antenna Facilities, equipment, and appurtenances; and
   ii. Remove all of Tenant's antennae, equipment, and appurtenances (placed on the water tank or related to the current location) from Landlord's property in accordance with Exhibit D.

f. Tenant shall hold Landlord harmless and indemnify Landlord from any loss or damage to Tenant's antenna, equipment or appurtenances that remain on the Landlord's property sixty (60) days after the Effective Date.

4. Landlord and Tenant further agree:

a. The term of the Lease is revised to extend it five (5) years from the Effective Date of this Amendment by the Parties and may be renewed by Tenant for up to three (3) additional five (5) year terms.

b. The rent shall continue to increase upon each anniversary of the original Commencement Date as stated in the Lease. The beginning rent shall start at $46,441.43 in the first year of this amendment.

c. All references in the Lease to exhibits shall be to the new Exhibits attached to this Amendment once the Antenna Facilities are relocated.

d. The recitals found at the beginning of this Amendment and the attachments hereto are an Integral part of this Amendment and are deemed incorporated by reference herein for all purposes.

e. Nothing contained in this Amendment or in the Lease shall be construed as a waiver of the Landlord's governmental immunity, or of any damage caps or limitations imposed by law,

or any other legal protections granted to Landlord by law, except to the extent expressly provided or necessarily implied herein.

f. The terms and conditions of the Lease are incorporated herein by this reference, and capitalized terms used in this Amendment shall have the same meanings such terms are given in the Lease. Except as specifically set forth herein, this Amendment shall in no way modify, alter or amend the remaining terms of the Lease, all of which are ratified by the parties and shall remain in full force and effect. To the extent there is any conflict between the terms and conditions of the Lease and this Amendment, the terms and conditions of this Amendment will govern and control.

This Amendment was approved by the City Council of the City of Burleson during its meeting on the _____ day of _____, 20_____.

The Parties hereby enter into this Amendment this _____ day of _____, 20_____ (the "Effective Date").

LANDLORD:

City of Burleson, Texas

By: _____
Bryan Langley, City Manager

Date: _____

TENANT:

T-Mobile West LLC

By: _____
Signature
Printed Name: Harlan Kickhoefer
Sr. Director, Network Eng and Ops

Date: 8/16/22

TMO Legal Digitally signed by TMO Legal Date: 2022.08.08 16:57:49 -04'00'

Approved

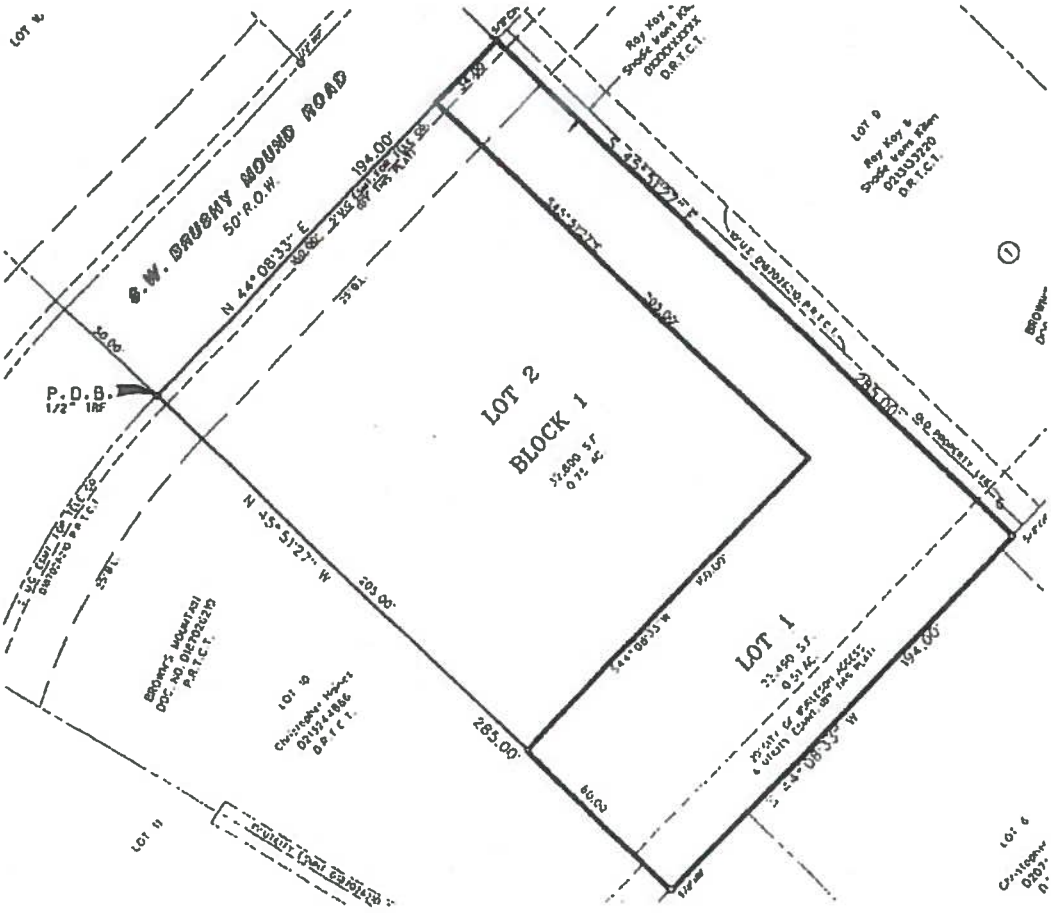
TMO Signatory Level : L06

T-Mobile site No. DA02644

Exhibit A

Owned Premise/Lease Area: Lot 1, Block 1, Brushy Mound Addition

Outlined in Red



T-Mobile site No. DA02644

Exhibit B

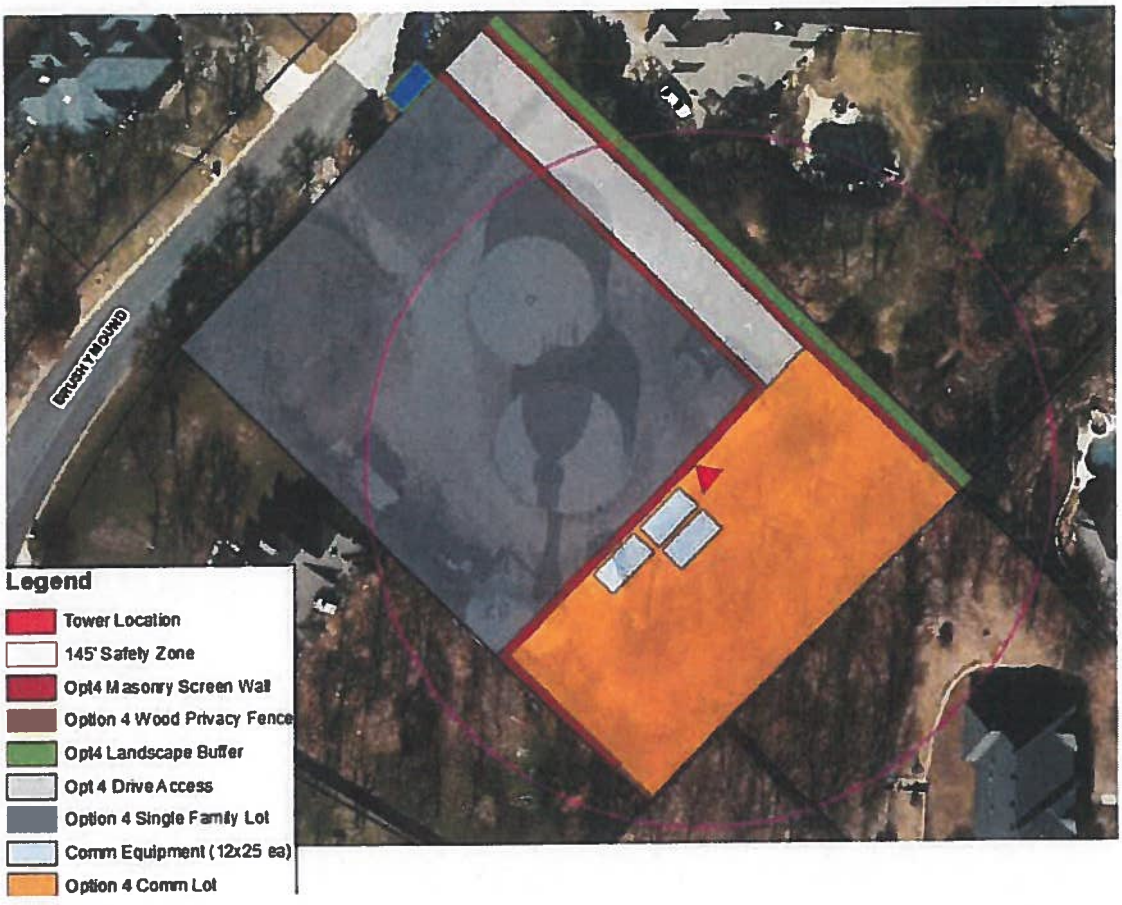
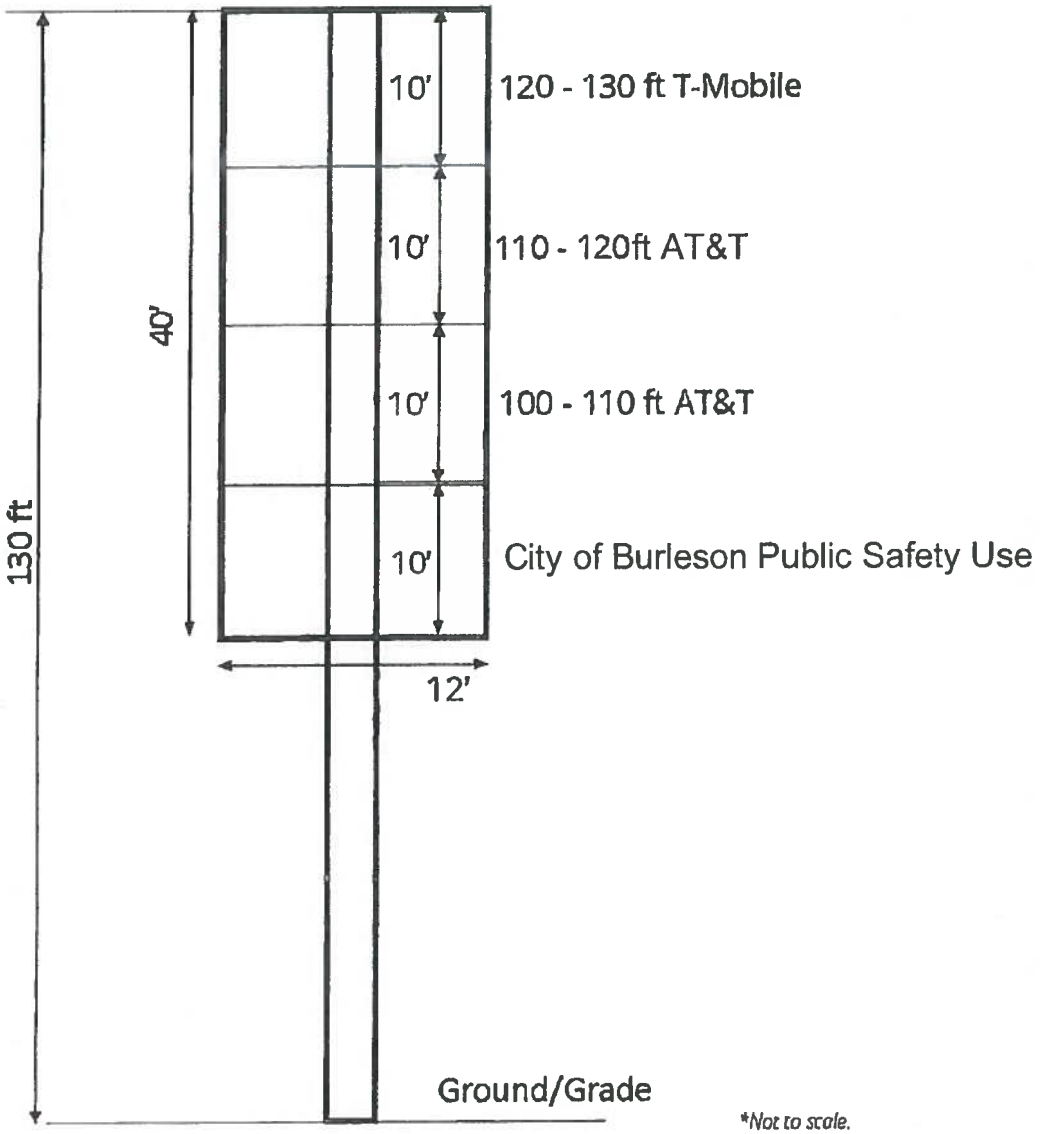
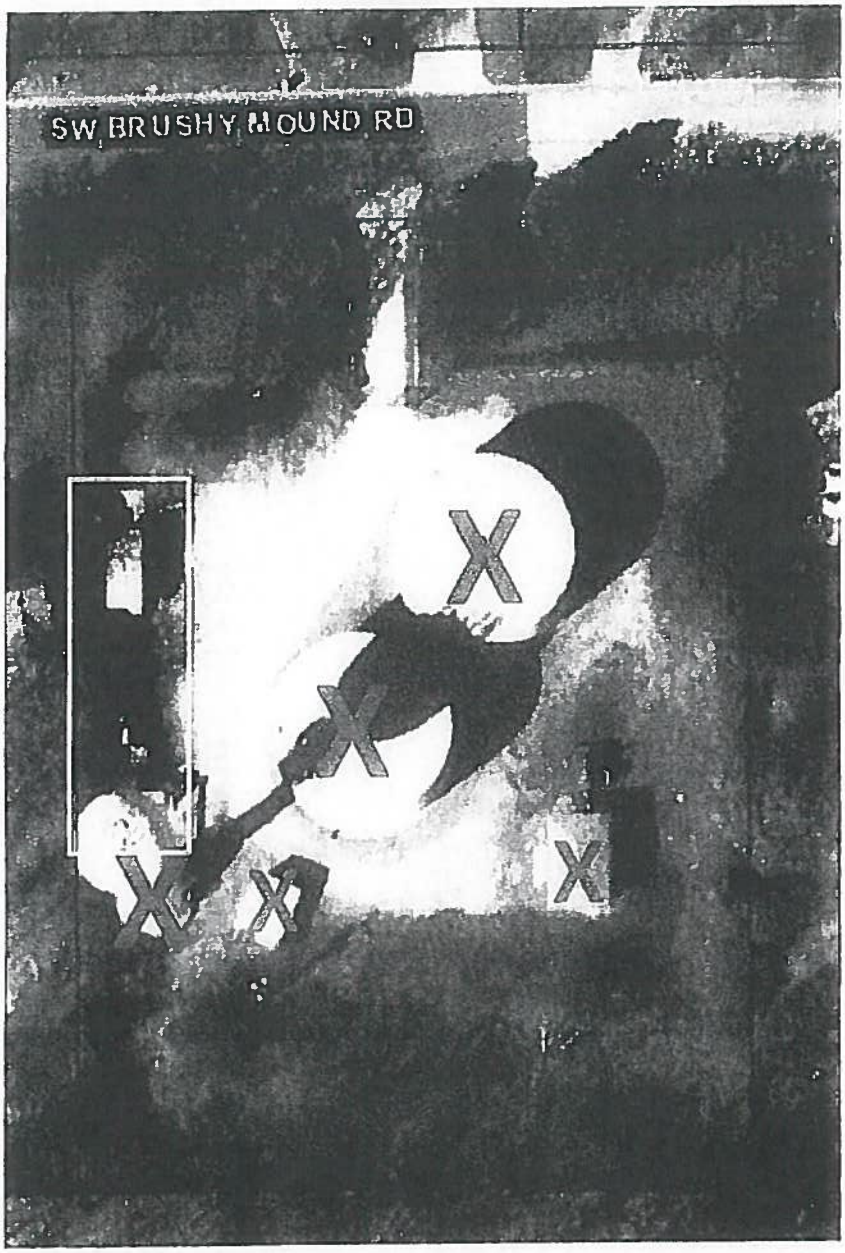


Exhibit C



*Not to scale.

Exhibit D



X= Equipment to be removed by Landlord (3 buildings, 2 ground storage tanks, 1 elevated storage tank on which Tenant's antennae are currently located

Yellow Box: Equipment to be removed by Tenant (antennae from elevated storage tank, adjacent equipment & appurtenances located on the Property.

ACCESS AND UTILITY EASEMENT AGREEMENT

THIS ACCESS AND UTILITY EASEMENT AGREEMENT ("Agreement") is effective upon full execution, by and between the City of Burleson ("Grantor"), and T-Mobile West LLC, a Delaware limited liability company ("Grantee").

RECITALS

WHEREAS, Grantor is the owner of certain parcels of land located in Burleson, Texas, commonly known as 231 SW Brushy Mound Road, Burleson TX 76028, and designated as Tax Parcel No. 42449993 ("Property") and described in Exhibit A; and

WHEREAS, Grantor and Grantee are parties to that certain Tower Lease with Option dated December 26th, 2006 ("Site Agreement"), whereby Grantor leased to Grantee a portion of its property ("Premises") for Grantee's telecommunications facility ("Facility"); and

WHEREAS, Grantor is willing to grant Grantee a nonexclusive easement over, upon, across, in, along and through portions of Grantor's Property, as depicted on Exhibit B, attached hereto, for use by Grantee in connection with Grantee's Facility, located on the Premises; and

WHEREAS, a Memorandum of Agreement for the Easement will be recorded and made a public record; and

NOW THEREFORE, in consideration of the mutual promises herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee hereby agree to the following:

1. Grantor hereby bargains, conveys, delivers, grants, sells, transfers and warrants unto Grantee a nonexclusive easement and right-of-way for persons, vehicles and utilities, over, upon, under, across, in, along and through those portions of the Property necessary to provide Grantee with access, including, but not limited, to the right to access electrical power and other utilities on the Property for the use and operations of Grantee's Facility (the, "Easement"), as further described in Exhibit B, attached hereto and incorporated herein by reference.

2. Grantee hereby agrees to pay Grantor a one-time fee ("Fee") of One Thousand and no/100 dollars ($1,000.00) payable within thirty (30) days following full execution of this Agreement.

3. Grantee shall have 24-hours-a-day, 7-days-a-week access to the Easement. Except in exigent circumstances, Grantee will notify Grantor at least twenty-four (24) hours prior to accessing the Easement.

4. Grantor reserves the right to use the Easement for any purpose not inconsistent with the rights herein granted to Grantee, provided that Grantor shall not construct or maintain any obstruction or similar structure on the Easement which would interfere with the exercise of the rights granted herein.

5. Grantee agrees to indemnify and hold harmless Grantor from any and all claims for injuries and/or damages suffered by any person which may be caused by the Grantee's exercise of the rights granted herein provided that Grantee shall not be responsible for any claims arising from the negligence or intentional conduct of Grantor, its employees, its agents or independent contractors.

6. The rights granted herein shall commence on August 1, 2022 ("Commencement Date") and continue until such time as the Site Agreement, referenced above, expires or is terminated, in which event this Easement shall terminate thirty (30) days after the expiration or termination of said Site Agreement and all rights hereunder shall revert to Grantor. Upon termination or expiration of this Easement the parties shall have no further rights or obligations with respect to each other, save and except Grantee shall execute and record of a release of the Memorandum of Agreement associated

with this Easement as a public record. Grantee shall also have the right to terminate this Easement at any time, upon thirty (30) days prior written notice to Grantor.

7. Grantor represents and agrees (a) that Grantor has good and unencumbered title to the Property free and clear of any liens or mortgages, under which Grantor has the right to enter into this Agreement for its intended purpose hereunder; (b) that the person signing this Easement has the full right, power and authority to execute this Easement.

8. All notices, requests, demands and other communications shall be in writing and shall be effective three (3) business days after deposit in the U.S. mail, certified, return receipt requested or upon receipt if personally delivered or sent via a nationally recognized courier to the addresses set forth below. Grantor or Grantee may from time to time designate any other address for this purpose by providing written notice to the other party.

Grantor: City of Burleson
141 West Renfro
Burleson, TX 76028

Grantee: T-Mobile USA, Inc.
12920 SE 38th ST
Bellevue, WA 98006
Attn: Lease Compliance/DA02644A

9. The benefits and obligations of this Easement shall be a covenant running with the land and shall inure to and be binding upon the employees, agents, contractors, sub-contractors, tenants, successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

10. Grantor agrees to concurrently execute with this Agreement a Memorandum of Agreement in the form annexed hereto as Exhibit C that may be recorded by Grantee in the official records of the County where the Property is located.

IN WITNESS WHEREOF, Grantor and Grantee have executed and delivered, or caused their duly authorized representative(s) to execute and deliver, this Agreement.

GRANTOR:
The City of Burleson

_____ By: _____

Witness: _____

Name: _____

Title: _____

Date: _____

GRANTEE:
T-Mobile West LLC, a Delaware limited liability company

_____ By: _____

Witness: ROBERT PROULX

Name: Harlan Kickhoefer

Title: Sr. Director, Network Eng and Ops

Date: 8/16/22

Approved

TMO Signatory Level : L06

[Notary block for Grantor]

[Grantor Notary block for a Corporation, Partnership ,or Limited Liability Company]

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____ by _____, [title] _____ of _____ a _____ [type of entity], on behalf of said _____ [name of entity].

Dated: _____

_____
Notary Public
Print Name _____
My commission expires _____

(Use this space for notary stamp/seal)

[Notary block for Grantee]

STATE OF Texas)
) ss.
COUNTY OF Collin)

I certify that I know or have satisfactory evidence that Harlan Kicknosier the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Sr. Director, Network Eng + Ops of T-Mobile West LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 8/16/2022

ARIEL CHENICE FRANKLIN
Notary Public, State of Texas
Comm. Expires 01-03-2026
Notary ID 133510538

(Use this space for notary stamp/seal)

Notary Public
Print Name Ariel Chenice Franklin
My commission expires 1-3-2026

Site Number: DA02644A
Site Name: Hampton-Burleson WT
Market: Dallas

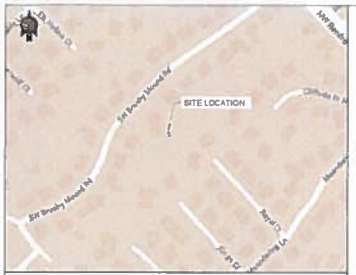
EXHIBIT A

DESCRIPTION OF PROPERTY

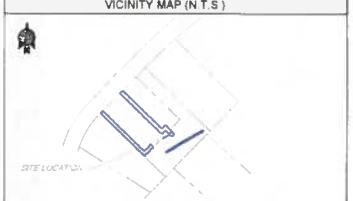
Owned Premise/Lease Area: Lot 1, Block 1, Brushy Mound

EXHIBIT B

DESCRIPTION OF EASEMENT



VICINITY MAP (N.T.S.)



PROPERTY MAP (N.T.S.)

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S45° 50' 29"E	16.00'
L2	S44° 04' 31"W	12.00'
L3	N45° 50' 29"W	16.00'
L4	N44° 04' 31"E	12.00'
L5	S45° 50' 29"E	157.00'
L6	N44° 04' 31"E	16.30'
L7	S45° 50' 29"E	26.40'
L8	S44° 04' 31"W	12.00'
L9	N45° 50' 29"W	17.40'
L10	S44° 04' 31"W	15.20'

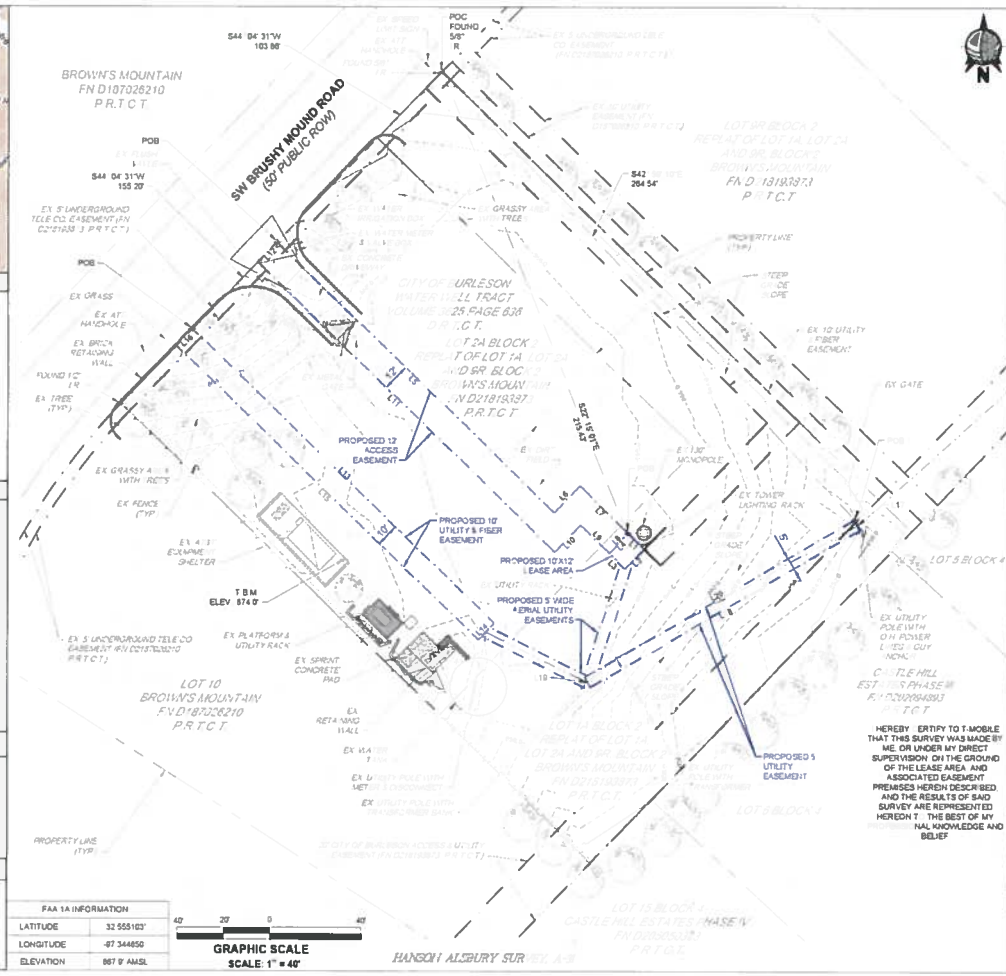
LINE TABLE		
LINE	BEARING	DISTANCE
L11	N45° 50' 29"W	175.00'
L12	N44° 04' 31"E	12.00'
L13	S45° 50' 29"E	162.34'
L14	S44° 04' 31"W	16.00'
L15	N45° 50' 29"W	162.34'
L16	S44° 04' 31"W	16.00'
L17	S35° 11' 56"E	5.00'
L18	S55° 48' 04"W	136.90'
L19	N55° 11' 56"W	5.00'
L20	N55° 48' 04"E	136.90'

ABBREVIATIONS

AMSL	AVERAGE MEAN SEA LEVEL
B.W.	BARBED WIRE
C.L.	CHAINLINK
D.R.T.C.T.	DEED RECORDS OF TARRANT COUNTY, TEXAS
EX.	EXISTING
FN	FILE NUMBER
I.R.	IRON ROD
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
P.R.T.C.T.	PLAT RECORDS OF TARRANT COUNTY, TEXAS
O.H.	OVERHEAD
T.B.M.	TEMPORARY BENCHMARK
TYP	TYPICAL

LEGEND

LESSEE LEASE AREA	EX. ELEVATION
LESSEE EASEMENT	EX. EASEMENT
EX. C.L. FENCE	EX. PROPERTY LINE
EX. B.W. FENCE	EX. STORM WATER LINE
EX. WOODEN FENCE	EX. UTILITY POLE
EX. O.H. UTILITY	EX. TELCO PEDESTAL
EX. HIGH BANK	EX. MANHOLE
	EX. TREE
	EX. DRAINAGE INLET



FAA 1A INFORMATION	
LATITUDE	32.555103°
LONGITUDE	-97.344650
ELEVATION	867.9' AMSL

HEREBY CERTIFY TO T-MOBILE THAT THIS SURVEY WAS MADE BY ME, OR UNDER MY DIRECT SUPERVISION ON THE GROUND OF THE LEASE AREA AND ASSOCIATED EASEMENT PREMISES HEREIN DESCRIBED, AND THE RESULTS OF SAID SURVEY ARE REPRESENTED HEREON TO THE BEST OF MY NAL KNOWLEDGE AND BELIEF

SURVEY PREPARED FOR
T-Mobile
7668 WARREN PARKWAY
FRISCO TX 75081

MLA PARTNER
BROADUS
SURVEYING

SURVEY PREPARED BY
3DD&E
3D DESIGN & ENGINEERING INC.
DEPARTMENT OF SURVEYING
21502 E WINTER VIOLET CT
CYPRESS, TX 77433
PHONE 832-510-9621
www.3ddne.com
INFO@3DDNE.COM
TEXAS REGISTRATION NO. 10194803

REV	DATE	DESCRIPTION	BY

SITE EXHIBIT AND DESCRIPTION
T-MOBILE MACRO SURVEY - TEXAS AREA
T-MOBILE SITE# DA02644A
231 SW BRUSHY MOUND RD
BURLESON, TX 76028

STATE OF TEXAS
REGISTERED
HELENE F. LECOANET
8567
LICENSED
PROFESSIONAL
LAND SURVEYOR

HELENE F. LECOANET RPLS
TEXAS REGISTRATION NO. 8567

Drawn by	PDS
Checked by	HL
Date	05-13-2022

SHEET 1 OF 2

SURVEY NOT VALID WITHOUT ALL SHEETS

GENERAL NOTES:

1 ALL BEARINGS ARE GRID BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM OF 1983 AND ARE ROUNDED TO THE NEAREST SECOND ALL DISTANCES ARE REPRESENTED IN GRID VALUES, BASED ON SAID HORIZONTAL DATUM AND ARE MEASURED IN US SURVEY FEET TO THE NEAREST HUNDREDTH OF FOOT

2 ELEVATIONS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (GEOID18) AND ARE DETERMINED TO THE NEAREST TENTH OF FOOT

3 PROVIDED ELEVATIONS, LATITUDE AND LONGITUDE VALUES ARE FROM GPS OBSERVATIONS (TYPE OF EQUIPMENT TRIMBLE R2-TDC600 DATE OF SURVEY 04/22/202)

4 BASIS OF BEARING GPS OBSERVATIONS CONDUCTED AT THE TIME OF THE SURVEY

5 BASIS OF ELEVATION GPS OBSERVATIONS CONDUCTED AT THE TIME OF THE SURVEY

6 THIS SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY AND NO BOUNDARY SURVEY OF THE PARENT TRACT WAS PERFORMED

7 THIS SURVEY CONTAINS A PLAT AND METES & BOUNDS DESCRIPTIONS FOR A 10'X12' LEASE AREA A 12' WIDE ACCESS EASEMENT A 10' WIDE UTILITY AND FIBER EASEMENT AND A 5' WIDE UTILITY EASEMENT THAT WERE PREPARED FOR THE EXCLUSIVE USE OF T-MOBILE AND EXCLUSIVELY FOR THE TRANSFER OF THE LESSEE PREMISES SHOWN HEREON THE LEASE AREA AND THE EASEMENTS WILL NOT BE MONUMENTED

8 A TEMPORARY BENCHMARK HAS BEEN SET UP FOR CONSTRUCTION PURPOSES

9 THIS SURVEY WAS BASED ON INFORMATION FOUND IN THE TITLE SEARCH REPORT ISSUED BY HOLLERBACH&ASSOCIATES INC ORDER NO HA305993, DATED OCTOBER 22, 2020

10 NO WETLAND AREAS HAVE BEEN INVESTIGATED BY THIS SPECIFIC SURVEY

11 ALL ZONING INFORMATION SHOULD BE VERIFIED WITH PROPER ZONING OFFICIALS

12 UTILITY EASEMENTS AS SHOWN HEREON ARE BASED ON FIELD OBSERVATIONS CONDUCTED ON 04/23/2022 UNDERGROUND UTILITIES MAY EXIST AND WERE NOT PHYSICALLY LOCATED AS A PART OF THIS SURVEY

13 AT THE TIME OF THE SURVEY THE 10'X12' LEASE AREA, THE 12' WIDE ACCESS EASEMENT THE 10' WIDE UTILITY AND FIBER EASEMENT AND THE 5' WIDE UTILITY EASEMENT LIED WITHIN AN UNSHADED AREA OF MINIMAL FLOOD HAZARD ZONE X ACCORDING TO FEMA FIRM PANEL MAP NUMBER 48439C0440K, EFFECTIVE 09/25/2009 (CITY OF BURLESON TEXAS)

EASEMENTS:

EASEMENTS HEREON LISTED AS SHOWN ON THE MAP OR PLAT OF THE REPLAT OF LOT 1A, LOT 2A AND 9R, BLOCK 2 BROWN'S MOUNTAIN AS RECORDED UNDER FILE NUMBER D218193873 OF THE PLAT RECORDS OF TARRANT COUNTY, TEXAS

1 20' WIDE CITY OF BURLESON ACCESS AND UTILITY EASEMENT AS RECORDED BY PLAT UNDER FILE NUMBER D218193873, PLAT RECORDS OF TARRANT COUNTY, TEXAS *(EASEMENT AFFECTS THE PARENT TRACT AND THE 5' WIDE UTILITY EASEMENT, BUT DOES NOT IMPACT THE LEASE AREA, THE 12' WIDE ACCESS EASEMENT, NOR THE 10' WIDE UTILITY AND FIBER EASEMENT)*

2 5' WIDE UNDERGROUND TELE CO EASEMENT AS RECORDED BY PLAT UNDER FILE NUMBER D218193873, PLAT RECORDS OF TARRANT COUNTY, TEXAS *(EASEMENT AFFECTS THE PARENT TRACT, THE 12' WIDE ACCESS EASEMENT, AND THE 10' WIDE UTILITY AND FIBER EASEMENT, BUT DOES NOT IMPACT THE LEASE AREA, NOR THE 5' WIDE UTILITY EASEMENT)*

10'X12' LEASE AREA DESCRIPTION:

BEING A 10'X12' LEASE AREA CONTAINING 0 0027 ACRES (120 00 SQUARE FEET) LOCATED IN THE HANSON ALSBURY SURVEY, ABSTRACT NO 31, TARRANT COUNTY, TEXAS, AND BEING OUT OF AND PART OF LOT 1A, BLOCK 2 AS SHOWN ON THE MAP OR PLAT OF THE REPLAT OF LOT 1A, LOT 2A AND 9R, BLOCK 2 BROWN'S MOUNTAIN AS RECORDED UNDER FILE NUMBER D218193873 OF THE PLAT RECORDS OF TARRANT COUNTY, TEXAS, SAID 0 0027 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS WITH ALL CONTROL REFERRED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM OF 1983

COMMENCING AT A 5/8" IRON ROD LYING IN THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF S W BRUSHY MOUND ROAD (50' WIDE), BEING THE NORTH CORNER OF SAID LOT 1A, AND HAVING A STATE PLANE COORDINATE VALUE OF X=2 324 377 20 (E) Y=6 887 050 89 (N),

THENCE SOUTH 22 DEGREES 15 MINUTES 01 SECONDS EAST, 215 43 FEET TO THE POINT OF BEGINNING AND NORTH CORNER OF THE HEREIN DESCRIBED TRACT, HAVING A STATE PLANE COORDINATE VALUE OF X=2 324 458 77 (E), Y=6 886 831 31 (N),

THENCE SOUTH 45 DEGREES 55 MINUTES 29 SECONDS EAST, 10 00 FEET TO THE EAST CORNER OF THE HEREIN DESCRIBED TRACT,

THENCE SOUTH 44 DEGREES 04 MINUTES 31 SECONDS WEST, 12 00 FEET TO THE SOUTH CORNER OF THE HEREIN DESCRIBED TRACT,

THENCE NORTH 45 DEGREES 55 MINUTES 29 SECONDS WEST, 10 00 FEET TO THE WEST CORNER OF THE HEREIN DESCRIBED TRACT,

THENCE NORTH 44 DEGREES 04 MINUTES 31 SECONDS EAST, 12 00 FEET TO THE POINT OF BEGINNING CONTAINING 0 0027 ACRES (120 00 SQUARE FEET) OF LAND

12' WIDE ACCESS EASEMENT DESCRIPTION:

BEING A 12' WIDE ACCESS EASEMENT CONTAINING 0 0586 ACRES (2 562 97 SQUARE FEET) LOCATED IN THE HANSON ALSBURY SURVEY, ABSTRACT NO 31, TARRANT COUNTY, TEXAS, AND BEING OUT OF AND PART OF LOTS 1A AND 2A, BLOCK 2 AS SHOWN ON THE MAP OR PLAT OF THE REPLAT OF LOT 1A, LOT 2A AND 9R, BLOCK 2 BROWN'S MOUNTAIN AS RECORDED UNDER FILE NUMBER D218193873 OF THE PLAT RECORDS OF TARRANT COUNTY, TEXAS, SAID 0 0586 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS WITH ALL CONTROL REFERRED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM OF 1983

COMMENCING AT A 5/8" IRON ROD LYING IN THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF S W BRUSHY MOUND ROAD (50' WIDE), BEING THE NORTH CORNER OF SAID LOT 1A, AND HAVING A STATE PLANE COORDINATE VALUE OF X=2 324 377 20 (E), Y=6 887 050 89 (N),

THENCE SOUTH 44 DEGREES 04 MINUTES 31 SECONDS WEST, 103 88 FEET ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF S W BRUSHY MOUND ROAD TO THE POINT OF BEGINNING AND NORTH CORNER OF THE HEREIN DESCRIBED TRACT, HAVING A STATE PLANE COORDINATE VALUE OF X=2 324 305 79 (E), Y=6 886 978 65 (N),

THENCE SOUTH 45 DEGREES 55 MINUTES 29 SECONDS EAST, 167 85 FEET TO AN INTERIOR NORTHERLY CORNER OF THE HEREIN DESCRIBED TRACT,

THENCE NORTH 44 DEGREES 04 MINUTES 31 SECONDS EAST, 16 28 FEET TO A NORTHERLY CORNER OF THE HEREIN DESCRIBED TRACT,

THENCE SOUTH 45 DEGREES 55 MINUTES 29 SECONDS EAST, 29 45 FEET TO THE EAST CORNER OF THE HEREIN DESCRIBED TRACT,

THENCE SOUTH 44 DEGREES 04 MINUTES 31 SECONDS WEST, 12 00 FEET TO A SOUTHERLY CORNER OF THE HEREIN DESCRIBED TRACT,

THENCE NORTH 45 DEGREES 55 MINUTES 29 SECONDS WEST, 17 45 FEET TO AN INTERIOR SOUTHERLY CORNER OF THE HEREIN DESCRIBED TRACT,

THENCE SOUTH 44 DEGREES 04 MINUTES 31 SECONDS WEST, 16 28 FEET TO THE SOUTH CORNER OF THE HEREIN DESCRIBED TRACT,

THENCE NORTH 45 DEGREES 55 MINUTES 29 SECONDS WEST, 179 85 FEET TO THE WEST CORNER OF THE HEREIN DESCRIBED TRACT, LYING IN SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF S W BRUSHY MOUND ROAD,

THENCE NORTH 44 DEGREES 04 MINUTES 31 SECONDS EAST, 12 00 FEET ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF S W BRUSHY MOUND ROAD TO THE POINT OF BEGINNING, CONTAINING 0 0586 ACRES (2 562 97 SQUARE FEET) OF LAND

10' WIDE UTILITY AND FIBER EASEMENT DESCRIPTION:

BEING A 10' WIDE UTILITY AND FIBER EASEMENT CONTAINING 0 0418 ACRES (1 822 40 SQUARE FEET) LOCATED IN THE HANSON ALSBURY SURVEY, ABSTRACT NO 31, TARRANT COUNTY, TEXAS, AND BEING OUT OF AND PART OF LOT 1A, BLOCK 2 AS SHOWN ON THE MAP OR PLAT OF THE REPLAT OF LOT 1A, LOT 2A AND 9R, BLOCK 2 BROWN'S MOUNTAIN AS RECORDED UNDER FILE NUMBER D218193873 OF THE PLAT RECORDS OF TARRANT COUNTY, TEXAS, SAID 0 0418-ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS WITH ALL CONTROL REFERRED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM OF 1983

COMMENCING AT A 5/8" IRON ROD LYING IN THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF S W BRUSHY MOUND ROAD (50' WIDE), BEING THE NORTH CORNER OF SAID LOT 1A, AND HAVING A STATE PLANE COORDINATE VALUE OF X=2 324 377 20 (E), Y=6 887 050 89 (N),

THENCE SOUTH 44 DEGREES 04 MINUTES 31 SECONDS WEST, 155 28 FEET ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF S W BRUSHY MOUND ROAD TO THE POINT OF BEGINNING AND NORTH CORNER OF THE HEREIN DESCRIBED TRACT, HAVING A STATE PLANE COORDINATE VALUE OF X=2 324 269 24 (E), Y=6 886 939 19 (N),

THENCE SOUTH 45 DEGREES 55 MINUTES 29 SECONDS EAST, 182 24 FEET TO THE EAST CORNER OF THE HEREIN DESCRIBED TRACT,

THENCE SOUTH 44 DEGREES 04 MINUTES 31 SECONDS WEST, 10 00 FEET TO THE SOUTH CORNER OF THE HEREIN DESCRIBED TRACT,

THENCE NORTH 45 DEGREES 55 MINUTES 29 SECONDS WEST, 182 24 FEET TO THE WEST CORNER OF THE HEREIN DESCRIBED TRACT, LYING IN SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF S W BRUSHY MOUND ROAD,

THENCE NORTH 44 DEGREES 04 MINUTES 31 SECONDS EAST, 10 00 FEET ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF S W BRUSHY MOUND ROAD TO THE POINT OF BEGINNING, CONTAINING 0 0418 ACRES (1 822 40 SQUARE FEET) OF LAND

5' WIDE UTILITY EASEMENT DESCRIPTION:

BEING A 5' WIDE UTILITY EASEMENT CONTAINING 0 0150 ACRES (679 50 SQUARE FEET) LOCATED IN THE HANSON ALSBURY SURVEY, ABSTRACT NO 31, TARRANT COUNTY, TEXAS, AND BEING OUT OF AND PART OF LOT 2A, BLOCK 2 AS SHOWN ON THE MAP OR PLAT OF THE REPLAT OF LOT 1A, LOT 2A AND 9R, BLOCK 2 BROWN'S MOUNTAIN AS RECORDED UNDER FILE NUMBER D218193873 OF THE PLAT RECORDS OF TARRANT COUNTY, TEXAS, SAID 0 0150-ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS WITH ALL CONTROL REFERRED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM OF 1983

COMMENCING AT A 5/8" IRON ROD LYING IN THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF S W BRUSHY MOUND ROAD (50' WIDE), BEING THE NORTH CORNER OF SAID LOT 1A, AND HAVING A STATE PLANE COORDINATE VALUE OF X=2 324 377 20 (E), Y=6 887 050 89 (N),

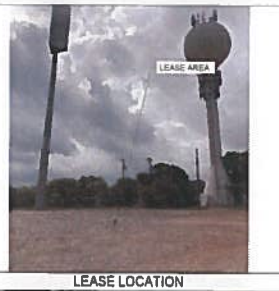
THENCE SOUTH 42 DEGREES 59 MINUTES 10 SECONDS EAST, 264 54 FEET TO THE POINT OF BEGINNING AND NORTH CORNER OF THE HEREIN DESCRIBED TRACT, HAVING A STATE PLANE COORDINATE VALUE OF X=2 324 557 57 (E), Y=6 886 857 18 (N),

THENCE SOUTH 30 DEGREES 11 MINUTES 56 SECONDS EAST, 5 00 FEET TO THE EAST CORNER OF THE HEREIN DESCRIBED TRACT,

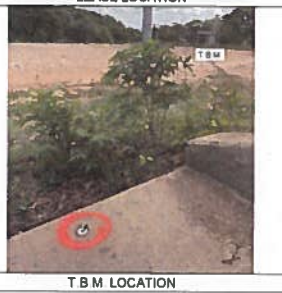
THENCE SOUTH 59 DEGREES 48 MINUTES 04 SECONDS WEST, 135 90 FEET TO THE SOUTH CORNER OF THE HEREIN DESCRIBED TRACT,

THENCE NORTH 30 DEGREES 11 MINUTES 56 SECONDS WEST, 5 00 FEET TO THE WEST CORNER OF THE HEREIN DESCRIBED TRACT,

THENCE NORTH 59 DEGREES 48 MINUTES 04 SECONDS EAST, 135 80 FEET TO THE POINT OF BEGINNING, CONTAINING 0 0159 ACRES (679 50 SQUARE FEET) OF LAND



LEASE LOCATION



T B M LOCATION

I HEREBY CERTIFY TO T-MOBILE THAT THIS SURVEY WAS MADE BY ME, OR UNDER MY DIRECT SUPERVISION, ON THE GROUND OF THE LEASE AREA, AND ASSOCIATED EASEMENT PREMISES HEREIN DESCRIBED, AND THE RESULTS OF SAID SURVEY ARE REPRESENTED HEREON TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF

SURVEY PREPARED FOR:
T-Mobile
7668 WARREN PARKWAY
FRISCO, TX 75501

MLA PARTNER
BROADUS SERVICES

SURVEY PREPARED BY
3DD&E
3D DESIGN & ENGINEERING INC.
DEPARTMENT OF SURVEYING
21502 E WINTER VIOLET CT
CYPRESS, TX 77433
PHONE: 832-510-9621
www.3ddne.com
INFO@3DDNE.COM
TEXAS REGISTRATION NO 10194803

REV	DATE	DESCRIPTION	BY

SITE EXHIBIT AND DESCRIPTION
T-MOBILE MACRO SURVEY - TEXAS AREA
T-MOBILE SITE# DA02644A
231 SW BRUSHY MOUND RD
BURLESON, TX 76028

STATE OF TEXAS
REGISTERED
HELENE F LECOANET
6567
PROFESSIONAL
LAND SURVEYOR

HELENE F LECOANET, RPLS
TEXAS REGISTRATION NO 6567

Drawn by:	PDS
Checked by:	HL
Date:	05-13-2022

SHEET 2 OF 2

SURVEY NOT VALID WITHOUT ALL SHEETS

EXHIBIT C

FORM OF MEMORANDUM OF AGREEMENT

RECORDED AT REQUEST OF, AND
WHEN RECORDED RETURN TO:
T-Mobile USA, Inc.
12920 SE 38th ST
Bellevue, WA 98006
Attn: Lease Compliance/Site ID: DA02644A

MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT is entered into on the date last signed below by and between the City of Burleson ("Grantor"), with an office at 141 West Renfro, Burleson, TX 76028, and T-Mobile West LLC, a Delaware limited liability company ("Grantee"), with an office at 12920 SE 38th ST, Bellevue, WA 98006, hereinafter referred to as ***"Grantee"***).

1. Grantor and Grantee entered into that certain Access and Utility Easement Agreement dated as of _____, 2022 (***"Agreement"***), with a commencement date of August 1, 2022 (***"Commencement Date"***) for the purpose of Grantor conveying to Grantee a nonexclusive access and utility easement over and across a portion of real property owned by Grantor. All of the foregoing is set forth in the Agreement.

2. The Agreement shall terminate thirty (30) days after the expiration or termination of that certain Tower Lease with Option dated December 26, 2006, between Grantor, as the Landlord and Grantee, as the Tenant and successor in interest to T-Mobile Texas, LP, for the installation and operation of a communications facility by Grantee on that certain real property located in Bureleson, Texas, commonly known as 231 SW Brushy Mound Road (Tax Parcel No. 42449993).

3. The Property that is the subject of the Agreement is described in Exhibit A annexed hereto. The portion of the Property being conveyed to Grantee (the "Easement Area") is set forth in the Agreement.

In witness whereof, the parties have executed this Memorandum of Agreement as of the day and year first written above.

GRANTOR:	**GRANTEE:**
CITY OF BURLESON	T-MOBILE WEST LLC, a Delaware limited liability company
NOT FOR EXECUTION – EXHIBIT ONLY	NOT FOR EXECUTION – EXHIBIT ONLY
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

[Notary block for Grantor]

[Grantor Notary block for a Corporation, Partnership ,or Limited Liability Company]

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____ by _____, [title] _____ of _____ a _____ [type of entity], on behalf of said _____ [name of entity].

Dated: _____

_____
Notary Public
Print Name _____
My commission expires _____

(Use this space for notary stamp/seal)

[Notary block for Grantee]

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the _____ of T-Mobile West LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

_____
Notary Public
Print Name _____
My commission expires _____

(Use this space for notary stamp/seal)

EXHIBIT A

TO MEMORANDUM OF AGREEMENT

Lot 1, Block 1, Brushy Mound

Tax Parcel No. 42449993

T-Mobile®

January 2, 2007

City of Burleson
141 West Renfro
Burleson, TX 76028

Re: Site Lease with Option
Site No.: DA 2644A
Site Name: Hampton-Burleson WT

Dear Sir of Madam:

A check will be mailed directly from corporate AP within 21 business days in the amount of One Hundred and 00/100 Dollars ($100.00), the option payment for the above-referenced site. Also enclosed is a fully executed, original lease for your files.

On behalf of T-Mobile Texas, L.P., I would like to thank you for your involvement with the development of our new wireless network. Should you have any questions or concerns, please do not hesitate to contact me at 972-464-3464.

Regards,

Kimberly Dixson

Kimberly Dixson
Lease Administrator

Enclosures

T-Mobile USA, Inc.
7668 Warren Parkway
Frisco, TX 75034

T-Mobile®

January 2, 2007

City of Burleson
141 West Renfro
Burleson, TX 76028

Re: Lease Commencement
Site No.: DA 2644A
Site Name: Hampton-Burleson WT
Site Address: 231 SW Brushy Mound Rd, Burleson, TX 76026

Dear Sir or Madam:

Pursuant to the Tower Lease with Option by and between T-Mobile Texas, L.P., a Delaware limited partnership ("Tenant or T-Mobile") and City of Burleson ("Landlord") dated December 12, 2006 ("Lease"), T-Mobile is hereby commencing the monthly rent as of December 15, 2006.

A check for annual rent payable under the Tower Lease with Option will be mailed directly from T-Mobile's corporate accounts payable department within 21 business days. All future annual payments will be mailed directly to you from our Corporate AP office.

The required Insurance Certificate will be sent directly to you from T-Mobile's insurance carrier on an annual basis.

As Lease Administrator, I will be your contact for any problems or concerns during the lease term. I can be reached at 972/464-3464; don't hesitate to call.

Regards,

Kimberly Dixson

Kimberly Dixson
Lease Administrator

Enclosure

T-Mobile USA, Inc.
7668 Warren Parkway
Frisco, TX 75034

TOWER LEASE WITH OPTION

THIS TOWER LEASE WITH OPTION (this "Lease") is by and between City of Burleson, a(n) ("Landlord") and T-Mobile Texas, LP, a Delaware limited partnership ("Tenant").

1. Option to Lease.

(a) In consideration of the payment of one hundred and no/100 dollars ($100.00) (the "Option Fee") by Tenant to Landlord, Landlord hereby grants to Tenant an option to lease a portion of the real property described in the attached Exhibit A (the "Property"), together with the right to use the tower located thereon ("Tower"), on the terms and conditions set forth herein (the "Option"). The Option shall be for an initial term of three (3) months, commencing on the Effective Date (as defined below) (the "Option Period"). The Option Period may be extended by Tenant for an additional three (3) months upon written notice to Landlord and payment of the sum of one hundred and no/100 dollars ($100.00) ("Additional Option Fee") at any time prior to the end of the Option Period.

(b) During the Option Period and any extension thereof, and during the Initial Term and any Renewal Term (as those terms are defined below) of this Lease, Landlord agrees to cooperate with Tenant in obtaining, at Tenant's expense, all licenses and permits or authorizations required for Tenant's use of the Premises (as defined below) from all applicable government and/or regulatory entities (including, without limitation, zoning and land use authorities, and the Federal Communication Commission ("FCC") ("Governmental Approvals"), including all land use and zoning permit applications, and Landlord agrees to cooperate with and to allow Tenant, at no cost to Landlord, to obtain a title report, zoning approvals and variances, land-use permits. Landlord expressly grants to Tenant a right of access to the Property to perform any surveys, soil tests, and other engineering procedures or environmental investigations ("Tests") on the Property deemed necessary or appropriate by Tenant to evaluate the suitability of the Property for the uses contemplated under this Lease. During the Option Period and any extension thereof, and during the Initial Term or any Renewal Term of this Lease, Landlord agrees that it will not interfere with Tenant's efforts to secure other licenses and permits or authorizations that relate to other property. During the Option Period and any extension thereof, Tenant may exercise the Option by so notifying Landlord in writing, at Landlord's address in accordance with Section 12 hereof.

(c) If Tenant exercises the Option, then Landlord hereby leases to Tenant that portion of the Tower and Property sufficient for placement of the Antenna Facilities (as defined below), together with all necessary space and easements for access and utilities, as generally described and depicted in the attached Exhibit B (collectively referred to hereinafter as the "Premises"). The Premises, located at 231 SW Brushy Mound Road, Burleson/Johnson/Texas/76026, comprises approximately 475 square feet. Tenant's location on the Tower shall be at 121 feet above ground level.

2. Term. The initial term of this Lease shall be five (5) years commencing on the date of exercise of the Option (the "Commencement Date"), and terminating at midnight on the last day of the initial term (the "Initial Term").

3. Renewal. Tenant shall have the right to extend this Lease for five (5) additional and successive five-year terms (each a "Renewal Term") on the same terms and conditions as set forth herein. This Lease shall automatically renew for each successive Renewal Term unless Tenant notifies Landlord, in writing, of Tenant's intention not to renew this Lease, at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term. If Tenant shall remain in possession of the Premises at the expiration of this Lease or any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease.

4. Rent.

(a) From and after the Commencement Date, Tenant shall pay Landlord or designee, as rent, twenty-two thousand three hundred thirty-nine and 12/100 dollars ($22,339.12) per year ("Rent"). The first payment of Rent shall be due within twenty (20) days following the Commencement Date and shall be prorated based on the days remaining in the year following the Commencement Date, and thereafter Rent will be payable yearly in advance by the fifth day of each year to Landlord at the address specified in Section 12 below. If this Lease is terminated for any reason (other than a default by Tenant) at a time other than on the last day of a year, Rent shall be prorated as of the date of termination and all prepaid Rent shall be immediately refunded to Tenant.

(b) During the Initial Term and any Renewal Terms, annual Rent shall be adjusted, effective on the first day of each year of the Initial or Renewal Term, and on each such subsequent anniversary thereof, to an amount equal to one hundred five percent (105%) of the annual Rent in effect immediately prior to the adjustment date.

5. Permitted Use. The Premises may be used by Tenant for the transmission and reception of radio communication signals and for the construction, installation, operation, maintenance, repair, removal or replacement of related facilities, including, without limitation, tower and base, antennas, microwave dishes, equipment shelters and/or cabinets and related activities.

6. Interference. Tenant shall not use the Premises in any way which interferes with the use of the Property by Landlord or lessees or licensees of Landlord with rights in the Property prior in time to Tenant's (subject to Tenant's rights under this Lease, including, without limitation, non-interference). Similarly, Landlord shall not use, nor shall Landlord permit its lessees, licensees, employees, invitees or agents to use, any portion of the Property in any way which interferes with the operations of Tenant. Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the

right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Lease immediately upon written notice.

7. Improvements; Utilities; Access.

(a) Tenant shall have the right, at its expense, to erect and maintain on the Premises improvements, personal property and facilities necessary to operate its communications system, including, without limitation, radio transmitting and receiving antennas, microwave dishes, equipment shelters and/or cabinets and related cables and utility lines and a location based system, as such location based system may be required by any county, state or federal agency/department, including, without limitation, additional antenna(s), coaxial cable, base units and other associated equipment (collectively, the "Antenna Facilities"). Tenant shall have the right to alter, replace, expand, enhance and upgrade the Antenna Facilities at any time during the term of this Lease. Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. Landlord acknowledges that it shall neither interfere with any aspects of construction nor attempt to direct construction personnel as to the location of or method of installation of the Antenna Facilities and the Easements (as defined below). The Antenna Facilities shall remain the exclusive property of Tenant and shall not be considered fixtures. Tenant shall have the right to remove the Antenna Facilities at any time during and upon the expiration or termination of this Lease.

(b) Tenant, at its expense, may use any and all appropriate means of restricting access to the Antenna Facilities, including, without limitation, the construction of a fence.

(c) Tenant shall, at Tenant's expense, keep and maintain the Antenna Facilities now or hereafter located on the Property in commercially reasonable condition and repair during the term of this Lease, normal wear and tear and casualty excepted. Upon termination or expiration of this Lease, the Premises shall be returned to Landlord in good, usable condition, normal wear and tear and casualty excepted.

(d) Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Property (including, but not limited to, the installation of emergency power generators). Landlord agrees to use reasonable efforts in assisting Tenant to acquire necessary utility service. Tenant shall, wherever practicable, install separate meters for utilities used on the Property by Tenant. In the event separate meters are not installed, Tenant shall pay the periodic charges for all utilities attributable to Tenant's use, at the rate charged by the servicing utility. Landlord shall diligently correct any variation, interruption or failure of utility service.

(e) As partial consideration for Rent paid under this Lease, Landlord hereby grants Tenant easements on, under and across the Property for ingress, egress, utilities and access (including access for the purposes described in Section 1) to the Premises adequate to install and maintain utilities, including, but not limited to, the installation of power and telephone service cable, and to service the Premises and the Antenna Facilities at all times during the Initial Term of this Lease and any Renewal Term (collectively, the "Easements"). The Easements provided hereunder shall have the same term as this Lease.

(f) Tenant shall have 24-hours-a-day, 7-days-a-week access to the Premises at all times during the Initial Term of this Lease and any Renewal Term, at no charge to Tenant.

(g) Landlord shall maintain and repair all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow vehicular and pedestrian access at all times, at its sole expense, except for any damage to such roadways caused by Tenant.

8. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability as follows:

(a) upon thirty (30) days' written notice by Landlord if Tenant fails to cure a default for payment of amounts due under this Lease within such thirty (30) day period;

(b) immediately upon written notice by Tenant if Tenant notifies Landlord of any unacceptable results of any Tests prior to Tenant's installation of the Antenna Facilities on the Premises, or if Tenant does not obtain, maintain, or otherwise forfeits or cancels any license (including, without limitation, an FCC license), permit or any Governmental Approval necessary to the installation and/or operation of the Antenna Facilities or Tenant's business;

(c) upon thirty (30) days' written notice by Tenant if Tenant determines that the Property or the Antenna Facilities are inappropriate or unnecessary for Tenant's operations for economic or technological reasons;

(d) immediately upon written notice by Tenant if the Premises or the Antenna Facilities are destroyed or damaged so as in Tenant's reasonable judgment to substantially and adversely affect the effective use of the Antenna Facilities. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, and Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant. If Tenant elects to continue this Lease, then all Rent shall abate until the Premises and/or the Antenna Facilities are restored to the condition existing immediately prior to such damage or destruction; or

(e) at the time title to the Property transfers to a condemning authority pursuant to a taking of all or a portion of the Property sufficient in Tenant's determination to render the Premises unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation.

9. Default and Right to Cure. Notwithstanding anything contained herein to the contrary and without waiving any other rights granted to it at law or in equity, each party shall have the right, but not the obligation, to terminate this Lease on written notice pursuant to Section 12 hereof, to take effect immediately, if the other party fails to perform any covenant or commits a material breach of this Lease and fails to diligently pursue a cure thereof to its completion after thirty (30) days' written notice specifying such failure of performance or default.

10. Taxes. Landlord shall pay when due all real property taxes for the Property, including the Premises. In the event that Landlord fails to pay any such real property taxes or other fees and assessments, Tenant shall have the right, but not the obligation, to pay such owed amounts and deduct them from Rent amounts due under this Lease. Notwithstanding the foregoing, Tenant shall pay any personal property tax, real property tax or any other tax or fee which is directly attributable to the presence or installation of Tenant's Antenna Facilities, only for so long as this Lease remains in effect. If Landlord receives notice of any personal property or real property tax assessment against Landlord, which may affect Tenant and is directly attributable to Tenant's installation, Landlord shall provide timely notice of the assessment to Tenant sufficient to allow Tenant to consent to or challenge such assessment, whether in a Court, administrative proceeding, or other venue, on behalf of Landlord and/or Tenant. Further, Landlord shall provide to Tenant any and all documentation associated with the assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Section 10. In the event real property taxes are assessed against Landlord or Tenant for the Premises or the Property, Tenant shall have the right, but not the obligation, to terminate this Lease without further liability after thirty (30) days' written notice to Landlord, provided Tenant pays any real property taxes assessed as provided herein.

11. Insurance and Subrogation and Indemnification.

(a) Tenant and Landlord each will maintain Commercial General Liability Insurance in amounts of One Million and no/100 Dollars ($1,000,000.00) per occurrence and Two Million and no/100 Dollars ($2,000,000.00) aggregate. Each party may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance such party may maintain.

(b) Tenant and Landlord shall each maintain "all risk" or "special causes of loss" property insurance on a replacement cost basis for their respective owned real and/or personal property.

(c) Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.

(d) Subject to the property insurance waivers set forth in subsection 11(c), Landlord and Tenant each agree to indemnify and hold harmless the other party from and against any and all claims, damages, costs and expenses, including reasonable attorney fees, to the extent caused by or arising out of the negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants and/or subtenants of the indemnifying party, or a breach of any obligation of the indemnifying party under this Lease. The indemnifying party's obligations under this section are contingent upon its receiving prompt written notice of any event giving rise to an obligation to indemnify the other party and the indemnified party's granting it the right to control the defense and settlement of the same.

(e) Notwithstanding anything to the contrary in this Lease, the parties hereby confirm that the provisions of this Section 11 shall survive the expiration or termination of this Lease.

(f) Tenant shall not be responsible to Landlord, or any third-party, for any claims, costs or damages (including, fines and penalties) attributable to any pre-existing violations of applicable codes, statutes or other regulations governing the Property.

12. Notices. All notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Tenant, to:
T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: PCS Lease Administrator

With a copy to:
Attn: Legal Dept.

And with a copy to:
T-Mobile Texas, LP
7668 Warren Pkwy
Frisco, TX 75034
Attn: Lease Administration Manager

With a copy to:
Attn: Legal Dept.

[notices continued on next page]

If to Landlord, to:
City of Burleson
141 West Renfro
Burleson, Texas, 76028

And with a copy to:

Send Rent payments to:
City of Burleson
141 West Renfro
Burleson, Texas, 76028

13. Quiet Enjoyment, Title and Authority. As of the Effective Date and at all times during the Initial Term and any Renewal Terms of this Lease, Landlord covenants and warrants to Tenant that (i) Landlord has full right, power and authority to execute and perform this Lease; (ii) Landlord has good and unencumbered fee title to the Property free and clear of any liens or mortgages, except those heretofore disclosed in writing to Tenant and which will not interfere with Tenant's rights to or use of the Premises; (iii) execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Landlord; and (iv) Tenant's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period.

14. Environmental Laws. Landlord represents that it has no knowledge of any substance, chemical or waste (collectively, "Hazardous Substance") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Landlord and Tenant shall not introduce or use any Hazardous Substance on the Property in violation of any applicable law. Landlord shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, all spills or other releases of any Hazardous Substance not caused solely by Tenant, that have occurred or which may occur on the Property. Each party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively, "Claims") including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment (collectively, "Actions"), that relate to or arise from the indemnitor's activities on the Property. Landlord agrees to defend, indemnify and hold Tenant harmless from Claims resulting from Actions on the Property not caused by Landlord or Tenant prior to and during the Initial Term and any Renewal Term. The indemnifications in this section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This Section 14 shall survive the termination or expiration of this Lease.

15. Assignment and Subleasing. Tenant shall have the right to assign or otherwise transfer this Lease and the Easements (as defined above) granted herein upon written notice to Landlord. Upon such assignment, Tenant shall be relieved of all liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Lease and all obligations hereunder. Tenant may sublease the Premises, upon written notice to Landlord.

Landlord shall have the right to assign or otherwise transfer this Lease and the Easements granted herein, upon written notice to Tenant except for the following; any assignment or transfer of this Lease which is separate and distinct from a transfer of Landlord's entire right, title and interest in the Property, shall require the prior written consent of Tenant which may be withheld in Tenant's sole discretion. Upon assignment and including such assignment where Tenant's consent is required and received, Landlord shall be relieved of all liabilities and obligations hereunder and Tenant shall look solely to the assignee for performance under this Lease and all obligations hereunder.

Additionally, notwithstanding anything to the contrary above, Landlord or Tenant may, upon notice to the other, grant a security interest in this Lease (and as regards the Tenant and the Antenna Facilities), and may collaterally assign this Lease (and as regards the Tenant and the Antenna Facilities) to any mortgagees or holders of security interests, including their successors or assigns (collectively "Secured Parties"). In such event, Landlord or Tenant, as the case may be, shall execute such consent to leasehold financing as may reasonably be required by Secured Parties.

16. Successors and Assigns. This Lease and the Easements granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

17. Waiver of Landlord's Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof, which shall be deemed personal property for the purposes of this Lease, whether or not the same is deemed real or personal property under applicable laws, and Landlord gives Tenant and Secured Parties the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Tenant's and/or Secured Party's sole discretion and without Landlord's consent.

18. Miscellaneous.

(a) The prevailing party in any litigation arising hereunder shall be entitled to reimbursement from the other party of its reasonable attorneys' fees and court costs, including appeals, if any.

(b) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements with respect to the subject matter and property covered by this Lease. Any amendments to this Lease must be in writing and executed by both parties.

(c) Landlord agrees to cooperate with Tenant in executing any documents necessary to protect Tenant's rights in or use of the Premises. A Memorandum of Lease in substantially the form attached hereto as Exhibit C may be recorded in place of this Lease by Tenant.

(d) In the event the Property is encumbered by a mortgage or deed of trust, Landlord agrees, upon request of Tenant, to obtain and furnish to Tenant a non-disturbance and attornment agreement for each such mortgage or deed of trust, in a form reasonably acceptable to Tenant.

(e) Tenant may obtain title insurance on its interest in the Premises. Landlord agrees to execute such documents as the title company may require in connection therewith.

(f) This Lease shall be construed in accordance with the laws of the state in which the Property is located, without regard to the conflicts of law principles of such state.

(g) If any term of this Lease is found to be void or invalid, the remaining terms of this Lease shall continue in full force and effect. Any questions of particular interpretation shall not be interpreted against the drafter, but rather in accordance with the fair meaning thereof. No provision of this Lease will be deemed waived by either party unless expressly waived in writing by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

(h) The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacities as indicated.

(i) This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

(j) All Exhibits referred to herein and any Addenda are incorporated herein for all purposes. The parties understand and acknowledge that Exhibits A and B may be attached to this Lease and the Memorandum of Lease, in preliminary form. Accordingly, the parties agree that upon the preparation of final, more complete exhibits, Exhibits A and/or B, as the case may be, may be replaced by Tenant with such final, more complete exhibit(s).

(k) If either party is represented by any broker or any other leasing agent, such party is responsible for all commission fee or other payment to such agent, and agrees to indemnify and hold the other party harmless from all claims by such broker or anyone claiming through such broker.

19. Tower Marking and Lighting Requirements. Landlord acknowledges that it, and not Tenant, shall be responsible for compliance with all Tower marking and lighting requirements of the Federal Aviation Administration ("FAA") and the FCC. Landlord shall indemnify and hold Tenant harmless from any fines or other liabilities caused by Landlord's failure to comply with such requirements. Should Tenant be cited by either the FCC or FAA because the Tower is not in compliance and, should Landlord fail to cure the conditions of noncompliance within the time frame allowed by the citing agency, Tenant may either terminate this Lease immediately on notice to Landlord or proceed to cure the conditions of noncompliance at Landlord's expense, which amounts may be deducted from Rent otherwise payable under this Lease.

The effective date of this Lease is the date of execution by the last party to sign (the "Effective Date").

LANDLORD: City of Burleson

By: _____

Printed Name: Paul Cain

Title: Deputy City Manager

Date: 12/14/06

TENANT: T-Mobile Texas, LP
By: T-Mobile West Corporation, its General Partner

By: _____

Printed Name: Jeff Hooper

Title: Area Director, Engineering and Operations

Date: 12-26-06

_____
T-Mobile Legal Approval

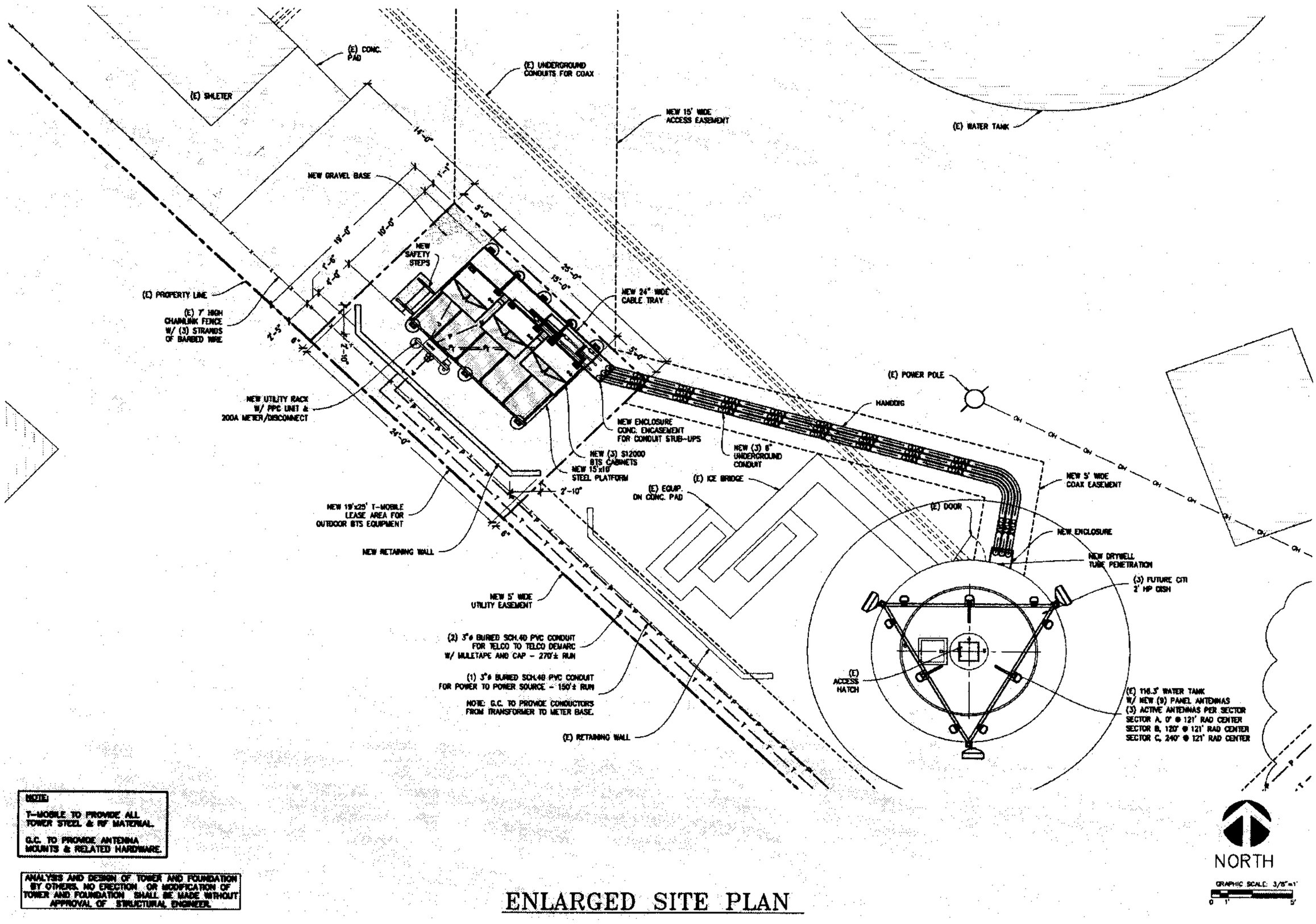
EXHIBIT A
Legal Description

The Property is legally described as follows:

Being all that certain lot, tract or parcel of land situated in the Hanson Alsbury Survey, Abstract No. 31, City of Burleson, Tarrant County, Texas, and being all of the City of Burleson Water Tank Tract, Brown's Mountain Addition according to the plat thereof recorded in Volume 388-210, Page 2, Tarrant County Plat Records.

EXHIBIT B
Page 1 of 3

The location of the Premises within the Property (together with access and utilities) is more particularly described and depicted as follows:

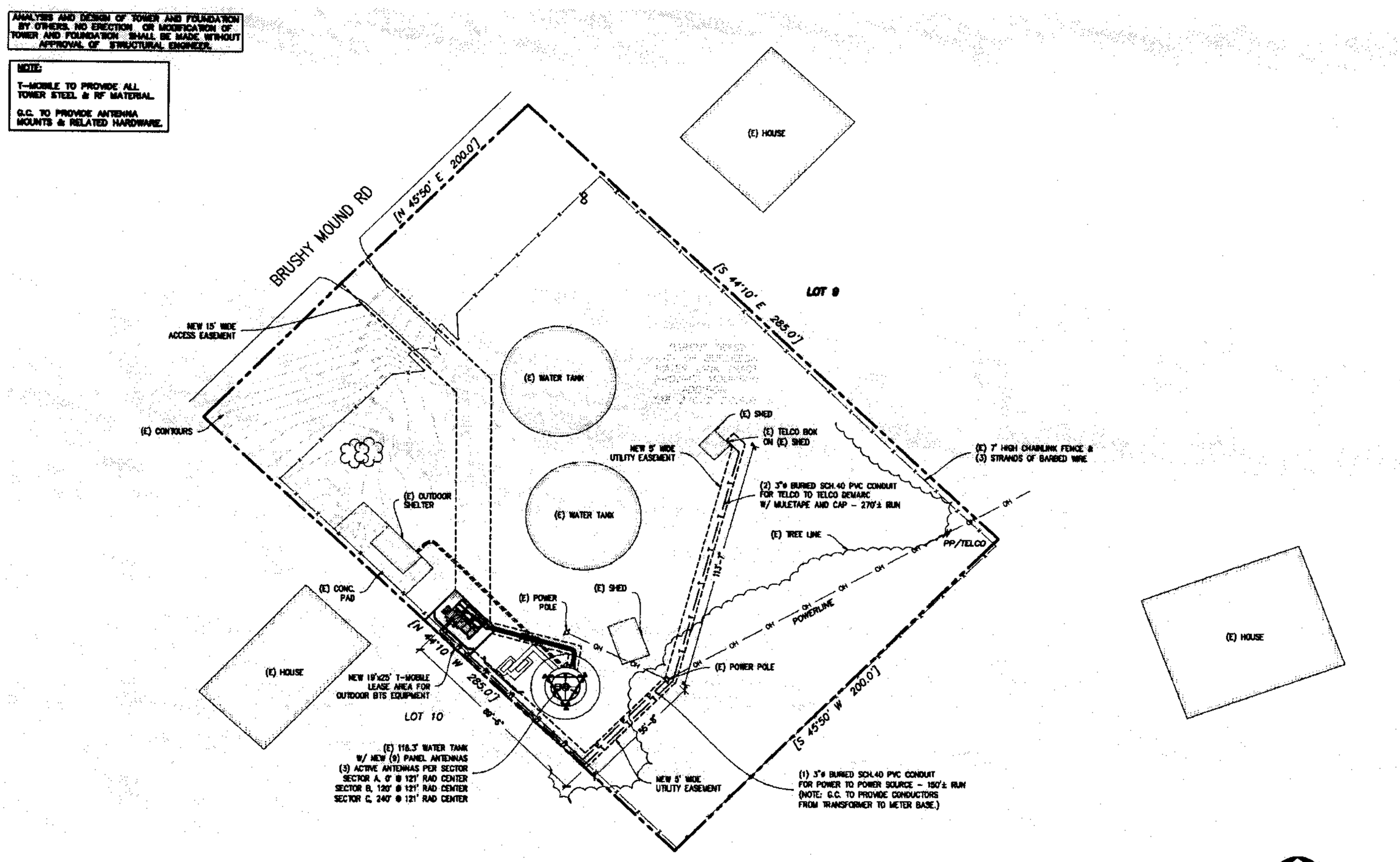


NOTE:
T-MOBILE TO PROVIDE ALL TOWER STEEL & RF MATERIAL.
G.C. TO PROVIDE ANTENNA MOUNTS & RELATED HARDWARE.

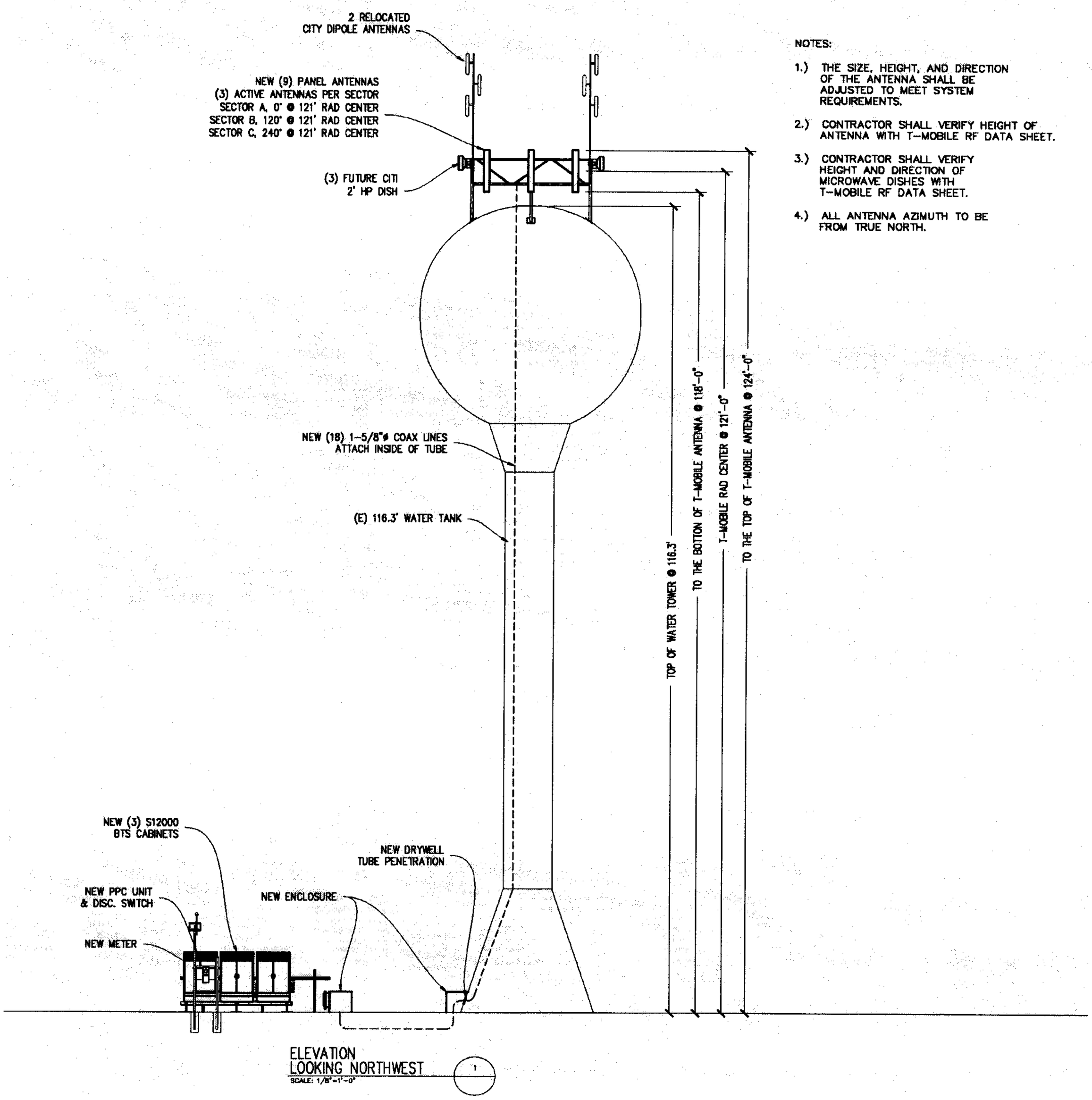
ANALYSIS AND DESIGN OF TOWER AND FOUNDATION BY OTHERS. NO ERECTION OR MODIFICATION OF TOWER AND FOUNDATION SHALL BE MADE WITHOUT APPROVAL OF STRUCTURAL ENGINEER.

ENLARGED SITE PLAN

Site Number: DA02644
Site Name: Hampton Burleson Water Tank
Market: Dallas



OVERALL SITE PLAN



NOTES:

1.) THE SIZE, HEIGHT, AND DIRECTION OF THE ANTENNA SHALL BE ADJUSTED TO MEET SYSTEM REQUIREMENTS.

2.) CONTRACTOR SHALL VERIFY HEIGHT OF ANTENNA WITH T-MOBILE RF DATA SHEET.

3.) CONTRACTOR SHALL VERIFY HEIGHT AND DIRECTION OF MICROWAVE DISHES WITH T-MOBILE RF DATA SHEET.

4.) ALL ANTENNA AZIMUTH TO BE FROM TRUE NORTH.

ADDENDUM TO TOWER LEASE WITH OPTION
[Additional Terms]

In the event of conflict or inconsistency between the terms of this Addendum and this Lease, the terms of the Addendum shall govern and control. All capitalized terms shall have the same meaning as in this Lease.

Section 4 (c) will be added:

(c) Tenant shall pay Landlord a late payment charge equal to five percent (5%) of the late payment for any payment not paid when due. In addition to the late payment charge, any amounts not paid when due shall bear interest until paid at the lesser of the rate of one and three-quarters percent per month (1 3/4%) or the highest rate permitted by law.

Section 5 will be deleted in its entirety and replaced with the following:

5. Permitted Use. The Premises may be used by Tenant for the transmission and reception of radio communication signals and for the construction, installation, operation, maintenance, repair, removal or replacement of related facilities, including, without limitation, tower and base, antennas, microwave dishes, equipment shelters and/or cabinets and related activities. Nothing in this Lease shall, however, preclude Landlord from leasing the remainder of the Property that is not leased to Tenant for communications equipment to any person or entity including a party which may be in competition with Tenant. Lease of other space for communications equipment or radio transmission will be in accordance with Section 6 of this Lease.

Section 7 (h) and (i) will be added:

(h) Tenant warrants that the Antenna Facilities and other improvements will be designed and constructed in a good and workmanlike manner, in accordance with the plans and specifications for the same and with all laws, statutes, ordinances, rules, and regulations governing the design or construction of the Antenna Facilities and other improvements.

(i) Tenant may place signs on the Premises subject to applicable governmental regulations; however, Tenant shall first contain Landlord's consent to the design, size and location.

Section 8 (f) will be added:

(f) Upon expiration or termination of this Lease, or any Renewal Term thereof, Tenant shall within 30 days from the date of such expiration or termination vacate the premises and remove the Antenna Facilities and Tenant's other property from the Premises.

Section 11 (a) will be deleted in its entirety and replaced with the following:

(a) Tenant will maintain Commercial General Liability Insurance in amounts of One Million and no/100 Dollars ($1,000,000.00) per occurrence and Two Million and no/100 Dollars ($2,000,000.00) aggregate. Tenant may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance such party may maintain.

Section 14 is deleted in its entirety and replaced with the following:

14. Environmental Laws. Landlord represents that it has no knowledge of any substance, chemical or waste (collectively, "Hazardous Substance") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Landlord and Tenant shall not introduce or use any Hazardous Substance on the Property in violation of any applicable law. Landlord shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, all spills or other releases of any Hazardous Substance not caused solely by Tenant, that have occurred or which may occur on the Property. To the extent permitted by law, each party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively, "Claims") including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment (collectively, "Actions"), that relate to or arise from the indemnitor's activities on the Property. The indemnifications in this section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This Section 14 shall survive the termination or expiration of this Lease.

Section 15 is deleted in its entirety and replaced with the following:

(a) Tenant shall not assign this Lease and the Easements (as described above), or allow them to be assigned, in whole or in part, by operation of law, without the prior written consent of Landlord, except as follows: Tenant will have the right without any approval or consent of the Landlord to transfer or assign this Lease and the Easements to Tenant's principal, affiliates, or subsidiaries of its principal; to any entity which acquires all or substantially of Tenant's assets in the market defined by the Federal Communications Commission in which the Premises are located by reason of a

merger, acquisition or other business reorganization; or to any entity which acquires of receives an interest in the majority of communications antenna facilities of Tenant in the market defined by the Federal Communications Commission in which the Premises are Located. Tenant shall give Landlord at least 60 days prior written notice of such transfer or assignment. Such transfer or assignment shall not be effective unless the transferee or assignee agrees in a writing approved by the Landlord to be bound by the conditions and obligations imposed upon Tenant under this Lease. As to other parties, this Lease and the Easements may not be sold, assigned or transferred without the prior written consent of Landlord, which consent will not be unreasonably withheld or delayed.

(b) No consent by Landlord to any assignment or transfer of this Lease shall relieve Tenant of any obligation to be performed by Tenant under this Lease arising before such assignment or transfer.

(c) Tenant may sublet the Premises within its sole discretion, upon notice to Landlord. Any sublease that is entered into by Tenant shall be subject to the provisions of this Lease and shall be binding upon the successors, assigns, heirs and legal representatives of the Parties, hereto. In the case of any such sublease, Tenant shall not be relieved of any obligation to be performed by Tenant under this Lease, whether arising before or after Tenant enters into such sublease.

(d) Additionally, notwithstanding anything to the contrary above, Landlord or Tenant may, upon notice to the other, grant a security interest in this Lease (and as regards the Tenant and the Antenna Facilities), and may collaterally assign this Lease (and as regards the Tenant and the Antenna Facilities) to any mortgagees or holders of security interests, including their successors or assigns (collectively "Secured Parties"). In such event, Landlord or Tenant, as the case may be, shall execute such consent to leasehold financing as may reasonably be required by Secured Parties.

Section 18 (l) will be added:

(l) Tenant shall keep the Premises free from any liens arising out or any work performed, materials furnished, or obligations incurred by or for Tenant. Tenant shall, within twenty (20) days following the imposition of any such lien, cause the same to be released of record by payment or posting of a proper bond. No work which Landlord permits Tenant to perform on the Premises shall be deemed to be for the use and benefit of Landlord so that no mechanics or other lien shall be allowed against the estate of Landlord by reason of its consent to such work. Landlord shall have the right to post notices that it is not responsible for payment for any such work

Section 19 is deleted in its entirety.

LANDLORD: City of Burleson

By: _____

Printed Name: Paul Cain

Title: Deputy City Manager

Date: 12/14/06

TENANT: T-Mobile Texas, LP
By: T-Mobile West Corporation, its General Partner

By: _____

Printed Name: Jeff Hooper

Title: Area Director, Engineering and Operations

Date: 12-26-06

City Council Regular Meeting

DEPARTMENT: **Legal**

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

MEETING: **September 6, 2022**

SUBJECT:

Consider an ordinance approving the 2022-23 annual service and assessment plan update for the Parks at Panchasarp Farms Public Improvement District No. JC-1 and directing the City Secretary to file this ordinance with the County Clerk. (Final Reading) *(Staff Contact: Matt Ribitzki, Deputy City Attorney/Compliance Manager)*

SUMMARY:

The Parks at Panchasarp Farms Public Improvement District JC-1 (the "PID") was created pursuant to the PID act and a resolution by the City Council on February 2, 2019 to finance certain public park improvements for the benefit of the Property in the PID.

On February 3, 2020, City Council approved the Service and Assessment Plan for the PID that set the assessment rate and specific improvements for which the PID is responsible. Generally, the PID is responsible for construction and maintenance of public park improvements within the Parks and Panchasarp Farms development. The Service and Assessment Plan was updated for the Phase #2 Reimbursement Agreement in the aggregate principal amount of $482,718 (the "Phase #2 Reimbursement Agreement") on March 21, 2022 (the "Updated Service and Assessment Plan").

Pursuant to Chapter 372 of the Texas Local Government Code, the Updated Service and Assessment Plan must be reviewed and updated annually for the purpose of determining the annual budget for the Authorized Improvements. The proposed ordinance adopts the Updated Service and Assessment Plan for the year 2022-23 (the "Annual Service Plan Update").

The reporting dates for the 2021-22 period are September 01, 2022 through August 31, 2023. Following is a summary of activity and assessments for the reporting period:

- The last remaining two (2) Lots in Phase #1 are being triggered in 2022-2023 with the issuance of building permits, thus all ninety-eight (98) Lots within Phase #1 have been triggered.
- Fifty-nine (59) of the one-hundred thirty (130) Lots withing Phase #2 are being triggered in 2022-23 with the issuance of building permits as of June 30, 2022.

Below is a table summarizing the updated sources of funds required to construct the PID's authorized improvements and establish the PID:

Table II-A
Sources and Uses of Funds - Total

Sources of Funds	Original Budget	Budget Revisions[1]	Revised Budget	Spent to Date[1]	Remaining Balance[2]
Phase #1 Reimbursement Agreement	$374,055	$0	$374,055	$374,055	$0
Phase #2 Reimbursement Agreement	$482,718	$0	$482,718	$325,900	$156,817
Future Phase Reimbursement Agreement	$2,075,067	$0	$2,075,067	$0	$2,075,067
Other funding sources	$0	$0	$0	$0	$0
Total Sources	**$2,931,839**	**$0**	**$2,931,839**	**$699,955**	**$2,231,884**
Uses of Funds					
Authorized Improvements					
Grading improvements	$43,200	$100,000	$143,200	$125,121	$18,079
Irrigation improvements	$316,310	$0	$316,310	$96,754	$219,556
Landscaping improvements	$960,004	$0	$960,004	$205,034	$754,970
Site furnishings improvements	$177,200	$0	$177,200	$0	$177,200
Site elements improvements	$447,954	$0	$447,954	$70,518	$377,436
Playground improvements	$517,812	$0	$517,812	$73,585	$444,227
Other soft costs including PID creation costs	$469,359	($100,000)	$369,359	$128,943	$240,416
Total Uses	**$2,931,839**	**$0**	**$2,931,839**	**$699,955**	**$2,231,884**

1 - According to the Updated Service and Assessment Plan dated March 21, 2022.

OPTIONS:

1) Approve as presented
2) Approve with changes
3) Deny

RECOMMENDATION:

Approve as presented.

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

On August 15, 2022, the City Council passed the proposed ordinance on first reading.

FISCAL IMPACT:

None.

STAFF CONTACT:

Matt Ribitzki
Deputy City Attorney/Compliance Manager
mribitzki@burlesontx.com
817-426-9664

ORDINANCE

AN ORDINANCE APPROVING THE 2022-23 ANNUAL SERVICE AND ASSESSMENT PLAN UPDATE FOR THE PARKS AT PANCHASARP FARMS PUBLIC IMPROVEMENT DISTRICT NO. JC-1; DIRECTING THE CITY SECRETARY TO FILE THIS ORDINANCE WITH THE COUNTY CLERK; PROVIDNG A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; INCORPORATING THE RECITALS; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; DECLARING AN EFFECTIVE DATE.

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

WHEREAS, the City received a petition requesting the creation of the Parks at Panchasarp Farms Public Improvement District No. JC-1 (the "PID"); and

WHEREAS, on February 4, 2019, the City held a public hearing then passed and adopted Resolution CSO#981-02-2019 establishing the PID in accordance with the Public Improvement District Act; and

WHEREAS, on February 3, 2020, the City passed and adopted Ordinance CSO#1268-02-2020 approving a Service and Assessment Plan for the PID; and

WHEREAS, on March 7, 2022, the City passed and adopted Ordinance CSO#2008-03-2022 approving an amended and restated Service and Assessment Plan for the PID (the "SAP"); and

WHEREAS, the city council wishes to approve the 2022-23 Annual Update of the SAP (the "Annual Service Plan Update") for the PID.

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

Section 1

The 2022-2023 Annual Service Plan Update, attached to this Ordinance as Exhibit A, is hereby approved and adopted on behalf of the PID.

Section 2

The City Secretary shall cause this ordinance to be filed with the county clerk in each county in which all or a part of the PID us located not later than seven (7) days after the date the governing body of the City approves this Annual Service Plan Update.

Section 3

Any and all ordinances, resolutions, rules, regulations, policies or provisions in conflict with the provisions of this ordinance are hereby repealed and rescinded to the extent of conflict herewith.

Section 4

If any section, article, paragraph, sentence, clause, phrase or word in this ordinance, or application thereto any person or circumstances is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this ordinance; and the City Council hereby declares it would have passed such remaining portions of this ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

Section 5

All of the above premises in the preamble are found to be true and correct and are incorporated into the body of this ordinance as if copied in their entirety.

Section 6

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

Section 7

This ordinance shall become effective immediately upon its passage and approval.

PASSED AND APPROVED:

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

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

_____
Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

_____
Amanda Campos, City Secretary

APPROVED AS TO FORM:

_____
E. Allen Taylor, Jr., City Attorney

PANCHASARP FARMS
PUBLIC IMPROVEMENT DISTRICT

CITY OF BURLESON, TEXAS

ANNUAL SERVICE PLAN UPDATE
(ASSESSMENT YEAR 9/1/22 - 8/31/23)

APPROVED BY CITY COUNCIL ON:
AUGUST 15, 2022

PREPARED BY:

MUNICAP, INC.
PUBLIC FINANCE

PANCHASARP FARMS
PUBLIC IMPROVEMENT DISTRICT

ANNUAL SERVICE PLAN UPDATE
(ASSESSMENT YEAR 9/1/22 – 8/31/23)

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I. INTRODUCTION

The Panchasarp Farms Public Improvement District (the "PID") was created pursuant to Chapter 372, Texas Local Government Code, as amended (the "PID Act") and Resolution CSO#981-02-2019 of the City Council on February 4, 2019, to finance certain public improvement projects for the benefit of the property in the PID. The City approved the Phase #1 Reimbursement Agreement in the aggregate initial amount of $377,134 pursuant to a resolution adopted by the City Council on February 3, 2020, to finance, refinance, provide or otherwise assist in the acquisition, construction and maintenance of the public improvements provided for the benefit of the property in the PID. The Phase #1 Reimbursement Agreement amount was updated to $374,055 based on a new allocation of revised Equivalent Units as shown in Appendix C (the "Phase #1 Reimbursement Agreement").

A service and assessment plan dated February 3, 2020 (the "Service and Assessment Plan") was prepared at the direction of the City identifying the public improvements (the "Authorized Improvements") to be provided by the PID, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the property in the PID for the costs of the Authorized Improvements. The Service and Assessment Plan was updated for the Phase #2 Reimbursement Agreement in the aggregate principal amount of $482,718 (the "Phase #2 Reimbursement Agreement") on March 21, 2022 (the "Updated Service and Assessment Plan"). Pursuant to Chapter 372 of the Texas Local Government Code, as amended (the "PID Act"), the Updated Service and Assessment Plan must be reviewed and updated annually for the purpose of determining the annual budget for the Authorized Improvements. This document is the annual update of the Updated Service and Assessment Plan for 2022-23 (the "Annual Service Plan Update").

The City also adopted an assessment roll for Phase #1 of the PID and Phase #2 of the PID attached as Appendix F (the "Phase #1 Assessment Roll") and Appendix G (the "Phase #2 Assessment Roll"), respectively, to the Updated Service and Assessment Plan identifying the assessments on each Parcel of Assessed Property, based on the method of assessment identified in the Updated Service and Assessment Plan. This Annual Service Plan Update also updates the Assessment Roll for 2022-23.

The Texas legislature passed House Bill 1543 as an amendment to the PID Act, requiring, among other things, (i) all Service and Assessment Plans and Annual Service Plan Updates be approved through City ordinance or order to be filed with the county clerk of each county in which all or part of the PID is located within seven days and (ii) include a copy of the notice form required by Section 5.014 of the Texas Property Code (the "PID Assessment Notice") as disclosure of the obligation to pay PID Assessments. In light of these amendments to the PID Act, this Annual Service Plan Update includes a copy of the PID Assessment Notice as Appendix F and copy of this Annual Service Plan Update will be filed with the county clerk in each county in which all or a part of the PID us located not later than seven (7) days after the date the governing body of the City approves this Annual Service Plan Update.

Section 372.013 of the PID Act, as amended, stipulates that a person who proposes to sell or otherwise convey real property that is located in the PID, except in certain situation described in the PID Act, shall first give to the purchaser of the property a copy of the completed PID

Assessment Notice. The PID Assessment Notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller provided the required notice, the purchaser, subject to certain exceptions described in the PID act, is entitled to terminate the contract.

The PID Assessment Notice shall be executed by the seller and must be filed in the real property records of the County in which the property is located at the closing of the purchase and sale of the property.

Capitalized terms shall have the meanings set forth in the Updated Service and Assessment Plan unless otherwise defined herein.

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II. UPDATE OF THE SERVICE PLAN

A. UPDATED SOURCES AND USES FOR PUBLIC IMPROVEMENTS

Pursuant to the Updated Service and Assessment Plan adopted by City Council, the initial total estimated costs of the Authorized Improvements were equal to $2,931,839. As shown in Appendix C, the original estimated Equivalent Units within the PID were 639.41, of which 82.25 were allocable to Phase #1 representing 12.86% (82.25 ÷ 639.41 = 12.86%). The Developer has revised the future development plan for 60 Ft Lots and 50 Ft Lots. As shown in Appendix C, the updated total estimated Equivalent Units is 638.64, of which 81.48 are allocable to Phase #1, representing 12.76% (81.48 ÷ 638.64 = 12.76%). As a result, Phase #1's proportional share of the Authorized Improvements has been updated from $377,134 (12.86%) to $374,055 (12.76%). According to the Developer, the current costs spent to date for the Authorized Improvements are equal to $699,955, of which $89,303 is Allocable to Phase #1.

Sources and Uses - Total

Table II-A below summarizes the updated sources and uses of funds required to (i) construct the Authorized Improvements, and (ii) establish the PID.

Table II-A
Sources and Uses of Funds - Total

Sources of Funds	Original Budget	Budget Revisions[1]	Revised Budget	Spent to Date[1]	Remaining Balance[2]
Phase #1 Reimbursement Agreement	$374,055	$0	$374,055	$374,055	$0
Phase #2 Reimbursement Agreement	$482,718	$0	$482,718	$325,900	$156,817
Future Phase Reimbursement Agreement	$2,075,067	$0	$2,075,067	$0	$2,075,067
Other funding sources	$0	$0	$0	$0	$0
Total Sources	**$2,931,839**	**$0**	**$2,931,839**	**$699,955**	**$2,231,884**
Uses of Funds					
Authorized Improvements					
Grading improvements	$43,200	$100,000	$143,200	$125,121	$18,079
Irrigation improvements	$316,310	$0	$316,310	$96,754	$219,556
Landscaping improvements	$960,004	$0	$960,004	$205,034	$754,970
Site furnishings improvements	$177,200	$0	$177,200	$0	$177,200
Site elements improvements	$447,954	$0	$447,954	$70,518	$377,436
Playground improvements	$517,812	$0	$517,812	$73,585	$444,227
Other soft costs including PID creation costs	$469,359	($100,000)	$369,359	$128,943	$240,416
Total Uses	**$2,931,839**	**$0**	**$2,931,839**	**$699,955**	**$2,231,884**

1 - According to the Updated Service and Assessment Plan dated March 21, 2022.

Total Authorized Improvement Cost Variances

As shown in Table II-A on the previous page, there are no significant variances of the Authorized Improvement costs.

Phase #1 Sources and Uses

Table II-B below summarizes the updated sources and uses of funds required to (i) construct the Phase #1 Improvements, (ii) establish the PID, and (3) levy the Phase #1 Reimbursement Agreement.

Table II-B
Sources and Uses of Funds – Phase #1

Sources of Funds	Original Budget	Budget Revisions[1]	Revised Budget	Spent to Date[1]	Remaining Balance[2]
Phase #1 Reimbursement Agreement	$374,055	$0	$374,055	$374,055	$0
Other funding sources	$0	$0	$0	$0	$0
Total Sources	**$374,055**	**$0**	**$374,055**	**$374,055**	**$0**
Uses of Funds					
Authorized Improvements					
Grading improvements	$5,512	$12,758	$18,270	$18,270	$0
Irrigation improvements	$40,356	$0	$40,356	$40,356	$0
Landscaping improvements	$122,481	$0	$122,481	$122,481	$0
Site furnishings improvements	$22,608	$0	$22,608	$22,608	$0
Site elements improvements	$57,152	$0	$57,152	$57,152	$0
Playground improvements	$66,064	$0	$66,064	$66,064	$0
Other soft costs including PID creation costs	$59,883	($12,758)	$47,124	$47,124	$0
Total Uses	**$374,055**	**$0**	**$374,055**	**$374,055**	**$0**

1 - According to the Updated Service and Assessment Plan dated March 21, 2022.

Phase #1 Cost Variances

As shown in Table II-B above, there are no significant variances of the Authorized Improvement costs allocated to Phase #1.

Phase #1 Sources and Uses

Table II-C on the following page summarizes the updated sources and uses of funds required to (i) construct the Phase #1 Improvements, (ii) establish the PID, and (3) levy the Phase #1 Reimbursement Agreement.

Table II-C
Sources and Uses of Funds – Phase #2

Sources of Funds	Original Budget	Budget Revisions[1]	Revised Budget	Spent to Date[1]	Remaining Balance[2]
Phase #2 Reimbursement Agreement	$482,718	$0	$482,718	$325,900	$156,817
Other funding sources	$0	$0	$0	$0	$0
Total Sources	**$482,718**	**$0**	**$482,718**	**$325,900**	**$156,817**
Uses of Funds					
Authorized Improvements					
Grading improvements	$7,113	$16,465	$23,577	$15,918	$7,659
Irrigation improvements	$52,079	$0	$52,079	$35,161	$16,919
Landscaping improvements	$158,062	$0	$158,062	$106,713	$51,348
Site furnishings improvements	$29,175	$0	$29,175	$19,697	$9,478
Site elements improvements	$73,754	$0	$73,754	$49,794	$23,960
Playground improvements	$85,256	$0	$85,256	$57,559	$27,697
Other soft costs including PID creation costs	$77,278	($16,465)	$60,814	$41,058	$19,756
Total Uses	**$482,718**	**$0**	**$482,718**	**$325,900**	**$156,817**

1 - According to the Updated Service and Assessment Plan dated March 21, 2022.

Phase #2 Cost Variances

As shown in Table II-B above, there are no significant variances of the Authorized Improvement costs allocated to Phase #2.

B. Five Year Service Plan

According to the PID Act, a service plan must cover a period of five years. Based upon the actual budget for the Authorized Improvements, the Annual Installments expected to be collected during the next five years is shown in Table II-D on the following page.

Table II-D
Annual Projected Indebtedness & Projected Annual Installments – Phase #1

Assessment Year Ending 09/01[1]	Annual Projected Costs	Annual Projected Indebtedness	Phase #1 Projected Annual Installments[2]	Phase #2 Projected Annual Installments[3]
2021-2022	$856,772	$856,772	$80,735	$0
2023	$0	$0	$56,793	$32,856
2024	$0	$0	$58,660	$71,926
2025	$0	$0	$58,857	$72,722
2026	$0	$0	$59,121	$72,664
2027	$0	$0	$59,295	$73,435
2028	$0	$0	$59,536	$73,353
Total	**$856,772**	**$856,772**	**$432,997**	**$396,956**

1 - Projected Annual Installments for Assessment Years ending 2021-23 represent actual amounts billed and include applicable credits. Assessment Years ending 2024-2028 represent projected amounts and will be updated in future Annual Service Plan Updates.
2 - Represents the Annual Installments billed for all Phase #1 Lots.
3 – Assessment year ending in 2023 represents the Annual Installments billed for the fifty-nine (59) Phase #2 Lots in which building permits were issued as of June 30, 2022. Assessment years ending in 2024 through 2028 represent the projected annual installments to be billed for all Phase #2 Lots.

C. ANNUAL BUDGET – PHASE #1

Phase #1 - Annual Installments

The Assessment imposed on any Parcel may be paid in full at any time. If not paid in full, the Assessment shall be payable in thirty (30) Annual Installments of principal and interest beginning with the tax year following the issuance of the Phase #1 Reimbursement Agreement. The collection of the first Annual Installment for a Phase #1 Lot or Parcel shall commence upon the earlier of: (i) with tax bills sent the first October following the issuance of the first building permit for each Lot within each Phase, such that Assessments are billed only for Lots for which a building permit has been issued, (ii) with tax bills sent the first October after issuance of a series of Phased PID Bonds for Phase #1 Assessed Property, such that upon the issuance of PID Bonds, all Assessments in the applicable Phase shall begin collection, or (iii) with tax bills sent the first October occurring after the expiration of two years from the date of the levy of Assessments on the Phase #1 Assessed Property, such that all Assessments in the applicable Phase begin collection immediately after the expiration of such two year period. Such first Annual Installment for a Phase #1 Lot or Parcel for which collection has begun, shall be due by January 31st of the following calendar year. According to the City, forty-one (41) of the ninety-eight (98) Lots withing Phase #1 were triggered in 2020-21 with the issuance of building permits as of June 30, 2020. In addition, fifty-five (55) of the ninety-eight (98) Lots withing Phase #1 were triggered in 2022-23 with the issuance of building permits as of June 30, 2021. The remaining two (2) Lots are being triggered in 2022-2023 following the expiration of two years from the date of the levy of Assessments on the Phase #1 Assessed Property as updated by this Annual Service Plan Update.

Pursuant to the Updated Service and Assessment Plan, each Assessment shall bear interest at the rate on the Phase #1 Reimbursement Agreement commencing with the issuance of the Phase #1 Reimbursement Agreement. The effective interest rate of the Phase #1 Reimbursement Agreement interest payments is 5.10 percent per annum for 2022-23. Pursuant to Section 372.018 of the PID Act, the interest rate for that Assessment may not exceed a rate that is one-half of one percent higher than the actual interest rate paid on the debt. These payments, the Annual Installments of the Assessments, shall be billed by the City in 2022 and will be delinquent on February 1, 2023.

Pursuant to the Updated Service and Assessment Plan, the Annual Service Plan Update will show the remaining balance of the Assessments, the Annual Installment due for 2022-23 and the administrative expenses to be collected from each Parcel. Annual administrative expenses shall be allocated to each Parcel pro rata based on the Annual Installment on a Parcel to the total Annual Installments in the PID that are payable at the time of such allocation. Each Annual Installment shall be reduced by any credits applied under applicable documents including the Updated Service and Assessment Plan, such as capitalized interest and interest earnings on any account balances and by any other funds available to the PID.

As shown in Appendix C, the original lot count consisted of sixty-nine (69) 60 ft Lots and twenty-nine (29) 55 ft Lots, resulting in 82.25 Equivalent Units. According to the Developer, the updated lot count consists of fifty-eight (58) 60 ft Lots and forty (40) 55 ft Lots, resulting in 81.48 Equivalent Units.

The Updated Service and Assessment Plan adopted by City Council levied the Phase #1 Reimbursement Agreement in the initial amount of $377,134, which represented Phase #1's allocable portion of the Authorized Improvement Costs. As a result of the revised lot count in Future Phases, the updated Assessment allocated to Phase #1 is $374,055. As shown in Appendix C, the total updated Equivalent Units within Phase #1 is 81.48, of which forty-one (41) Lots representing 34.14 Equivalent Units were triggered in 2020-21, Fifty-five (55) Lots representing 45.62 Equivalent Units are being triggered in 2021-2022, and two (2) Lots representing 1.72 Equivalent Units will be triggered in 2022-23. Additionally, as shown in Appendix B, three (3) 60 ft Lots that were triggered for Annual Installment collection in 2020-21 have prepaid their Assessments in full as of June 30, 2021, resulting in a current outstanding Equivalent Unit balance for Lots triggered in 20201-21 of 31.56 (34.14 – 2.58 = 31.56).

Phase #1 Lots Triggered in 2020-21

According to the City, building permits for forty-one (41) Phase #1 Lots had been issued as of July 30, 2020. As a result, condition (i) had been satisfied for the respective forty-one (41) Lots, and the first Annual Installments were due no later than January 31, 2021, for each Lot. As shown in Appendix B, four (4) Lots have prepaid their Assessment in full. Therefore, thirty-seven (37) Lots are subject to the Assessment with respect to principal and interest. However, all forty-one (41) Lots are subject to the Administrative Expenses including the Maintenance Assessment.

Table II-E on the following page shows the amount of outstanding Assessments applicable to the thirty-seven (37) platted Lots (net of the four prepaid Lots) that were triggered for collection in 2020-21.

Table II-E
Assessments on Lots with Building Permits as of July 31, 2020
(2020-21 Trigger)

Lot Type	No. of Lots with Issued Building Permits	Prepaid Lots	Lots with Outstanding Assessments[1]	Equivalent Unit Factor	Total Outstanding Equivalent Units	Total Outstanding Assessment per Lot Type	Total Outstanding Assessments
Lot Type 1	0	0	0	1.00	0.00	$4,433.18	$0.00
Lot Type 2	0	0	0	0.93	0.00	$4,122.86	$0.00
Lot Type 3	25	3	22	0.86	18.92	$3,812.53	$83,875.77
Lot Type 4	16	1	15	0.79	11.85	$3,502.21	$52,533.19
Lot Type 5	0	0	0	0.31	0.00	$1,374.29	$0.00
Total	**41**	**4**	**37**		**30.77**		**$136,408.95**

1 – Lot count does not include three 60 Ft Lots and 1 50 Ft Lot that prepaid their Assessments in full.

Annual Budgets for the Repayment of Indebtedness

Debt service proportionately allocated to each Lot where a building permit was issued will be paid on the Phase #1 Reimbursement Agreement from the collection of the Annual Installments. In addition, Annual Collection Costs are to be collected with the Annual Installments to pay expenses related to the collection of the Annual Installments.

Phase #1 Annual Installments to be collected for 2022-23 for Lots Triggered in 2020-21

The proportional budget for the PID will be paid from the collection of Annual Installments collected for 2022-23 as shown in Table II-F below.

Table II-F
Budget for the Phase #1 Annual Installments
to be Collected for 2022-23 from Lots Triggered in 2020-21

Descriptions	Total
Interest payment on or after March 1, 2023	$3,478
Interest payment on or after September 1, 2023	$3,478
Principal payment on September 1, 2023	$2,673
Subtotal debt service on R.A.	*$9,630*
Administrative Expenses	$5,006
Maintenance Assessment	$9,173
Subtotal Expenses	*$23,808*
Available Administrative Expense account	$0
Subtotal funds available	*$0*
Annual Installments	**$23,808**

Debt Service Payments

Annual Installments to be collected for principal and interest include interest due on March 1, 2023, in the amount of $3,478 and on September 1, 2023, in the amount of $3,478, which equal interest on the outstanding Assessment balance, for the thirty-seven (37) Lots (net of the four prepaid Lots) triggered in 2020-21, of $136,409 for six months each at an effective interest rate of 5.10 percent. Annual Installments to be collected include a principal amount of $2,673 due on September 1, 2023. As a result, total Annual Installments to be collected from Lots triggered in 2020-21, for principal and interest in 2022-23, is estimated to be equal to $9,630. Such amount will be collected from the thirty-seven (37) Lots triggered in 2020-21 (net of the four prepaid Lots) that represent 30.77 Equivalent Units. As a result, the principal amount per Equivalent Unit to be collected for 2022-23 is equal to $86.87 (i.e., $2,673 ÷ 30.77 = $86.87) and the interest amount per Equivalent Unit to be collected for 2022-23 is equal to $226.09 (i.e., $6,957 ÷ 30.77 = $226.09).

Administrative Expenses

The proportional annual administrative expenses include the City, Administrator, and contingency fees for 2022-23 are estimated to proportionally be $5,006. Such amount will be collected from the forty-one (41) Lots triggered in 2020-21 (including the four prepaid Lots) that represent 34.14 Equivalent Units. As a result, the Administrative Expenses per Equivalent Unit to be collected for 2022-23 is equal to $146.62 (i.e., $5,006 ÷ 34.14 = $146.62).

Maintenance Expenses

The proportional annual maintenance expenses to be proportionally collected for 2022-23 is estimated to be $9,173. Such amount will be collected from the forty-one (41) Lots triggered in 2020-21 (including the four prepaid Lots) that represent 34.14 Equivalent Units. As a result, the Maintenance Expense per Equivalent Unit to be collected for 2022-23 is equal to $268.68 (i.e., $9,173 ÷ 34.14 = $268.68).

Available Administrative Expense Account

There are no available administrative expense funds to reduce the 2022-23 Annual Installment.

Phase #1 Lots Triggered in 2021-22

According to the City, building permits for an additional fifty-five (55) Lots within Phase #1 have been issued as of June 30, 2021. As a result, condition (i) has been satisfied for the respective 55 Lots, and the first Annual Installment for these Lots will be due no later than January 31, 2022, for each Lot. As shown in Appendix B, four (4) Lots have prepaid their Assessment in full. Therefore, fifty-one (51) Lots are subject to the Assessment with respect to principal and interest. However, all fifty-five (55) Lots are subject to the Administrative Expenses including the Maintenance Assessment.

Table II-G below shows the amount of outstanding Assessments applicable to the fifty-one (51) platted Lots (net of the four prepaid Lots) that were triggered for collection in 2021-22.

Table II-G
Assessments on Lots with Building Permits as of June 31, 2021
(2021-22 Trigger)

Lot Type	No. of Lots with Issued Building Permits	Prepaid Lots	Lots with Outstanding Assessments[1]	Equivalent Unit Factor	Total Outstanding Equivalent Units	Total Outstanding Assessment per Lot Type	Total Outstanding Assessments
Lot Type 1	0	0	0	1.00	0.00	$4,514.67	$0.00
Lot Type 2	0	0	0	0.93	0.00	$4,198.64	$0.00
Lot Type 3	31	3	28	0.86	24.08	$3,882.62	$108,713.28
Lot Type 4	24	1	23	0.79	18.17	$3,566.59	$82,031.58
Lot Type 5	0	0	0	0.31	0.00	$1,399.55	$0.00
Total	**55**	**4**	**51**		**42.25**		**$190,744.86**

1 – Lot count does not include three 60 Ft Lots and 1 50 Ft Lot that prepaid their Assessments in full.

Annual Budgets for the Repayment of Indebtedness

Debt service proportionately allocated to each Lot where a building permit was issued will be paid on the Phase #1 Reimbursement Agreement from the collection of the Annual Installments. In addition, Annual Collection Costs are to be collected with the Annual Installments to pay expenses related to the collection of the Annual Installments.

Phase #1 Annual Installments to be collected for 2022-23 for Lots Triggered in 2021-22

The proportional budget for the PID will be paid from the collection of Annual Installments collected for 2022-23 as shown in Table II-H below.

Table II-H
Budget for the Phase #1 Annual Installments
to be Collected for 2022-23 from Lots Triggered in 2021-22

Descriptions	Total
Interest payment on or after March 1, 2023	$4,864
Interest payment on or after September 1, 2023	$4,864
Principal payment on September 1, 2023	$3,214
Subtotal debt service on R.A.	*$12,942*
Administrative Expenses	$6,558
Maintenance Assessment	$12,257
Subtotal Expenses	*$31,757*
Available Administrative Expense account	$0
Subtotal funds available	*$0*
Annual Installments	**$31,757**

Debt Service Payments

Annual Installments to be collected for principal and interest include interest due on March 1, 2023, in the amount of $4,864 and on September 1, 2023, in the amount of $4,864, which equal interest on the outstanding Assessment balance, for the fifty-one (51) Lots (net of the four prepaid Lots) triggered in 2021-22, of $190,745 for six months each at an effective interest rate of 5.10 percent. Annual Installments to be collected include a principal amount of $3,214 due on September 1, 2023. As a result, total Annual Installments to be collected from Lots triggered in 2021-22, for principal and interest in 2022-23, is estimated to be equal to $12,942. Such amount will be collected from the fifty-one (51) Lots triggered in 2021-22 (net of the four prepaid Lots) that represent 42.25 Equivalent Units. As a result, the principal amount per Equivalent Unit to be collected for 2022-23 is equal to $76.08 (i.e., $3,214 ÷ 42.25 = $76.08) and the interest amount per Equivalent Unit to be collected for 2022-23 is equal to $230.25 (i.e., $9,728 ÷ 42.25 = $230.25).

Administrative Expenses

The proportional annual administrative expenses include the City, Administrator, and contingency fees for 2022-23 are estimated to proportionally be $6,558. Such amount will be collected from the fifty-five (55) Lots triggered in 2021-22 (including the four prepaid Lots) that represent 45.62 Equivalent Units. As a result, the Administrative Expenses per Equivalent Unit to be collected for 2022-23 is equal to $143.74 (i.e., $6,558 ÷ 45.62 = $143.74).

Maintenance Expenses

The proportional annual maintenance expenses to be proportionally collected for 2022-23 are estimated to be $12,257. Such amount will be collected from the fifty-five (55) Lots triggered in 2021-22 (including the four prepaid Lots) that represent 45.62 Equivalent Units. As a result, the Maintenance Expenses per Equivalent Unit to be collected for 2022-23 is equal to $268.68 (i.e., $12,257 ÷ 45.62 = $268.68).

Available Administrative Expense Account

There are no available administrative expense funds to reduce the 2022-23 Annual Installment.

Phase #1 Lots Triggered in 2022-23

As of June 30, 2022, condition (iii) has been satisfied for the remaining two (2) platted Lots, and the first Annual Installment for these Lots will be due no later than January 31, 2023, for each Lot.

Table II-I on the following page shows the amount of outstanding Assessments applicable to the two (2) platted Lots that were triggered for collection in 2022-23.

Table II-I
Assessments on Lots After the Two-Year Anniversary of the Levy of Assessments
(2022-23 Trigger)

Lot Type	No. of Lots with Issued Building Permits	Prepaid Lots	Lots with Outstanding Assessments	Equivalent Unit Factor	Total Outstanding Equivalent Units	Total Outstanding Assessment per Lot Type	Total Outstanding Assessments
Lot Type 1	0	0	0	1.00	0.00	$4,590.75	$0.00
Lot Type 2	0	0	0	0.93	0.00	$4,269.40	$0.00
Lot Type 3	2	0	2	0.86	1.72	$3,948.05	$7,896.10
Lot Type 4	0	0	0	0.79	0.00	$3,626.70	$0.00
Lot Type 5	0	0	0	0.31	0.00	$1,423.13	$0.00
Total	**2**	**0**	**2**		**1.72**		**$7,896.10**

Annual Budgets for the Repayment of Indebtedness

Debt service proportionately allocated to each remaining Phase #1 Lot where a building permit was not issued prior to June 30, 2021 will be paid on the Phase #1 Reimbursement Agreement from the collection of the Annual Installments. In addition, Annual Collection Costs are to be collected with the Annual Installments to pay expenses related to the collection of the Annual Installments.

Phase #1 Annual Installments to be collected for 2022-23 for Lots Triggered in 2022-23

The proportional budget for the PID will be paid from the collection of Annual Installments collected for 2022-23 as shown in Table II-J below.

Table II-J
Budget for the Phase #1 Annual Installments
to be Collected for 2022-23 from Lots Triggered in 2022-23

Descriptions	Total
Interest payment on or after March 1, 2023	$201
Interest payment on or after September 1, 2023	$201
Principal payment on September 1, 2023	$121
Subtotal debt service on R.A.	*$524*
Administrative Expenses	$242
Maintenance Assessment	$462
Subtotal Expenses	*$1,228*
Available Administrative Expense account	$0
Subtotal funds available	*$0*
Annual Installments	**$1,228**

Debt Service Payments

Annual Installments to be collected for principal and interest include interest due on March 1, 2023, in the amount of $201 and on September 1, 2023, in the amount of $201, which equal interest on the outstanding Assessment balance, for the two (2) remaining Lots triggered in 2022-23, of $7,896 for six months each at an effective interest rate of 5.10 percent. Annual Installments to be collected include a principal amount of $121 due on September 1, 2023. As a result, total Annual Installments to be collected from Lots triggered in 2022-23 for principal and interest in 2022-23, is estimated to be equal to $524. Such amount will be collected from the two (2) remaining Lots triggered in 2022-23 that represent 1.72 Equivalent Units. As a result, the principal amount per Equivalent Unit to be collected for 2022-23 is equal to $70.46 (i.e., $121 ÷ 1.72 = $70.46) and the interest amount per Equivalent Unit to be collected for 2022-23 is equal to $234.13 (i.e., $402 ÷ 42.25 = $234.13).

Administrative Expenses

The proportional annual administrative expenses include the City, Administrator, and contingency fees for 2022-23 are estimated to proportionally be $242. Such amount will be collected from the two (2) remaining Lots triggered in 2022-23 that represent 1.72 Equivalent Units. As a result, the Administrative Expenses per Equivalent Unit to be collected for 2022-23 is equal to $140.92 (i.e., $242 0÷ 1.72 = $140.92).

Maintenance Expenses

The proportional annual maintenance expenses to be proportionally collected for 2022-23 are estimated to be $462. Such amount will be collected from the two (2) remaining Lots triggered in 2022-223 that represent 1.72 Equivalent Units. As a result, the Maintenance Expenses per Equivalent Unit to be collected for 2022-23 is equal to $268.68 (i.e., $462 ÷ 1.72 = $268.68).

Available Administrative Expense Account

There are no available administrative expense funds to reduce the 2022-23 Annual Installment.

D. ANNUAL INSTALLMENTS PER UNIT - PHASE #1

According to the Updated Service and Assessment Plan, the Annual Installments shall be collected in an amount sufficient to pay (i) principal and interest on the Phase #1 Reimbursement Agreement and (ii) to cover Administrative Expenses of the PID.

According to the Developer, ninety-eight (98) units are anticipated to be built within Phase #1 of the PID. As shown in Appendix C, there are 81.48 Equivalent Units in Phase #1, of which forty-one (41) Lots representing 34.14 Equivalent Units were triggered in 2020-21, Fifty-five (55) Lots representing 45.62 Equivalent Units were triggered in 2021-2022, and two (2) Lots representing 1.72 Equivalent Units are being triggered in 2022-23. Additionally, as shown in Appendix B, three (3) 60 ft Lots and one (1) 55 ft Lot that were triggered for Annual Installment collection in 2020-

21 have prepaid their Assessments in full as of June 30, 2022, resulting in a current outstanding Equivalent Unit balance for Lots triggered in 20201-21 of 30.77 (34.14 – 3.37 = 30.77).

Annual Installments per Unit – Phase #1 – Lots Triggered in 2020-21

In accordance with Section II.C of this report, the City had issued forty-one (41) building permits as of July 31, 2020, which total 34.14 Equivalent Units as shown in Appendix C. As a result of the four (4) prepayments, representing 3.37 Equivalent Units, the total outstanding Equivalent Units, for Lots triggered in 2020-21, is 30.77 Equivalent Units. Accordingly, the principal amount per Equivalent Unit to be collected for 2022-23 is equal to $86.87 (i.e., $2,673 ÷ 30.77 = $86.87) and the interest amount per Equivalent Unit to be collected for 2022-23 is equal to $226.09 (i.e., $6,957 ÷ 30.77 = $226.09).

Pursuant to the Updated Service and Assessment Plan, Lots with prepaid Assessments will continue to pay a proportionate share of the Administrative Expenses, including the Maintenance Expense. The Administrative Expenses per Equivalent Unit to be collected for 2022-23 is equal to $146.62 (i.e., $5,006 ÷ 34.14 = $146.62). The Maintenance Expense per Equivalent Unit to be collected for 2022-23 is equal to $268.68 (i.e., $9,173 ÷ 34.14 = $268.68). As a result, the total gross Annual Installment to be collected from each Equivalent Unit that had been issued a building permit as of July 31, 2020, will be $728.25 (i.e. $86.87 + $226.09 + $146.62 + $268.68 = $728.25). The Annual Installment to be collected from each Parcel within the PID is calculated by multiplying the Annual Installment for each unit of $728.25 by the total estimated Equivalent Units for each Parcel in the PID.

Table II-K below shows a summary of the Annual Installments per unit to be collected from each of 37 Lots (net of the four prepaid Lots) with building permits issued as of July 31, 2020.

Table II-K
Summary of the Phase #1 Annual Installments per Unit with Outstanding Assessments to be Collected for 2022-23 from Lots Triggered in 2020-21

Lot Type	Equivalent Units	Principal	Interest	Administrative Expenses	Maintenance Expenses	Total
Lot Type 3 (60 Ft Lot)	0.86	$74.70	$194.44	$126.09	$231.06	$626.30
Lot Type 4 (55 Ft Lot)	0.79	$68.62	$178.61	$115.83	$212.25	$575.32

Table II-L below shows a summary of the Annual Installments per Unit to be collected from each of the four (4) prepaid Lots with building permits issued as of July 31, 2020.

Table II-L
Summary of the Phase #1 Annual Installments per Unit with Prepaid Assessments to be Collected for 2022-23 from Prepaid Lots Triggered in 2020-21

Lot Type	Equivalent Units	Principal	Interest	Administrative Expenses	Maintenance Expenses	Total
Lot Type 3 (60 Ft Lot)	0.86	$0.00	$0.00	$126.09	$231.06	$357.15
Lot Type 4 (55 Ft Lot)	0.79	$0.00	$0.00	$115.83	$212.25	$328.08

The list of Parcels for Lots with building permits issued by July 31, 2020, the number of units to be developed on the current residential Parcels, the corresponding total units, the total outstanding Assessment, the annual principal and interest, the Administrative Expenses, and the Annual Installment to be collected for 2022-23 are shown in the Assessment Roll Summary attached hereto as Appendix D-2.

Annual Installments per Unit – Phase #1 – Lots Triggered in 2021-22

In accordance with Section II.C of this report, the City had issued an additional fifty-five (55) building permits as of June 30, 2021, which total 45.62 Equivalent Units as shown in Appendix C. As a result of the four (4) prepayments, representing 3.37 Equivalent Units, the total outstanding Equivalent Units, for Lots triggered in 2021-22, is 42.25 Equivalent Units. Accordingly, the principal amount per Equivalent Unit to be collected for 2022-23 is equal to $76.08 (i.e., $3,214 ÷ 42.25 = $76.08) and the interest amount per Equivalent Unit to be collected for 2022-23 is equal to $230.25 (i.e., $9,728 ÷ 42.25 = $230.25).

Pursuant to the Updated Service and Assessment Plan, Lots with prepaid Assessments will continue to pay a proportionate share of the Administrative Expenses, including the Maintenance Expense. The Administrative Expenses per Equivalent Unit to be collected for 2022-23 is equal to $143.74 (i.e., $6,558 ÷ 45.62 = $143.74). Maintenance Expenses per Equivalent Unit to be collected for 2022-23 is equal to $268.68 (i.e., $12,257 ÷ 45.62 = $268.68). As a result, the total gross Annual Installment to be collected from each Equivalent Unit that had been issued a building permit as of June 30, 2021, will be $718.75 (i.e. $76.08 + $230.25 + $143.74 + $268.68 = $718.75). The Annual Installment to be collected from each Parcel within the PID is calculated by multiplying the Annual Installment for each unit of $718.75 by the total estimated Equivalent Units for each Parcel in the PID.

Table II-M below shows a summary of the Annual Installments per unit to be collected from each of fifty-one (51) Lots (net of the four prepaid Lots) with building permits issued as of June 30, 2021.

Table II-M
Summary of the Phase #1 Annual Installments per Unit with Outstanding Assessments to be Collected for 2022-23 from Lots Triggered in 2021-22

Lot Type	Equivalent Units	Principal	Interest	Administrative Expenses	Maintenance Expenses	Total
Lot Type 3 (60 Ft Lot)	0.86	$65.43	$198.01	$123.62	$231.06	$618.12
Lot Type 4 (55 Ft Lot)	0.79	$60.11	$181.90	$113.56	$212.25	$567.81

Table II-N on the following page shows a summary of the Annual Installments per Unit to be collected from each of the four (4) prepaid Lots with building permits issued as of June 30, 2021.

Table II-N
Summary of the Phase #1 Annual Installments per Unit with Prepaid Assessments to be Collected for 2022-23 from Prepaid Lots Triggered in 2021-22

Lot Type	Equivalent Units	Principal	Interest	Administrative Expenses	Maintenance Expenses	Total
Lot Type 3 (60 Ft Lot)	0.86	$0.00	$0.00	$123.62	$231.06	$354.68
Lot Type 4 (55 Ft Lot)	0.79	$0.00	$0.00	$113.56	$212.25	$325.81

The list of Parcels for Lots with building permits issued by June 30, 2021, the number of units to be developed on the current residential Parcels, the corresponding total units, the total outstanding Assessment, the annual principal and interest, the Administrative Expenses, and the Annual Installment to be collected for 2022-23 are shown in the Assessment Roll Summary attached hereto as Appendix D-3.

Annual Installments per Unit – Phase #1 – Lots Triggered in 2022-23

In accordance with Section II.C of this report, the two (2) remaining Lots in Phase #1 are being triggered in 2022-23, which total 1.72 Equivalent Units as shown in Appendix C. Accordingly, the principal amount per Equivalent Unit to be collected for 2022-23 is equal to $70.46 (i.e., $121 ÷ 1.72 = $70.46) and the interest amount per Equivalent Unit to be collected for 2022-23 is equal to $234.13 (i.e., $402 ÷ 42.25 = $234.13).

Pursuant to the Updated Service and Assessment Plan, Lots with prepaid Assessments will continue to pay a proportionate share of the Administrative Expenses, including the Maintenance Expense. The the Administrative Expenses per Equivalent Unit to be collected for 2022-23 is equal to $140.92 (i.e., $242 0÷ 1.72 = $140.92). Maintenance Expenses per Equivalent Unit to be collected for 2022-23 is equal to $268.68 (i.e., $462 ÷ 1.72 = $268.68). As a result, the total gross Annual Installment to be collected from each Equivalent Unit that had been issued a building permit as of June 30, 2021, will be $714.19 (i.e. $70.46 + $234.13 + $140.92 + $268.68 = $714.19). The Annual Installment to be collected from each Parcel within the PID is calculated by multiplying the Annual Installment for each unit of $714.19 by the total estimated Equivalent Units for each Parcel in the PID.

Table II-O below shows a summary of the Annual Installments per unit to be collected from each of the two (2) Lots being triggered in 2022-23.

Table II-O
Summary of the Phase #1 Annual Installments per Unit with Outstanding Assessments to be Collected for 2022-23 from Lots Triggered in 2022-23

Lot Type	Equivalent Units	Principal	Interest	Administrative Expenses	Maintenance Expenses	Total
Lot Type 3 (60 Ft Lot)	0.86	$60.60	$201.35	$121.20	$231.06	$614.20
Lot Type 4 (55 Ft Lot)	0.79	$184.96	$184.96	$111.33	$212.25	$564.21

The list of Parcels for Lots being triggered in 2022-23, the number of units to be developed on the current residential Parcels, the corresponding total units, the total outstanding Assessment, the annual principal and interest, the Administrative Expenses, and the Annual Installment to be collected for 2022-23 are shown in the Assessment Roll Summary attached hereto as Appendix D-4.

E. ANNUAL BUDGET – PHASE #2

Phase #2 - Annual Installments

The Assessment imposed on any Parcel may be paid in full at any time. If not paid in full, the Assessment shall be payable in thirty (30) Annual Installments of principal and interest beginning with the tax year following the issuance of the Phase #2 Reimbursement Agreement. The collection of the first Annual Installment for a Phase #2 Lot or Parcel shall commence upon the earlier of: (i) with tax bills sent the first October following the issuance of the first building permit for each Lot within each Phase, such that Assessments are billed only for Lots for which a building permit has been issued, (ii) with tax bills sent the first October after issuance of a series of Phased PID Bonds for Phase #2 Assessed Property, such that upon the issuance of PID Bonds, all Assessments in the applicable Phase shall begin collection, or (iii) with tax bills sent the first October occurring after the expiration of two years from the date of the levy of Assessments on the Phase #2 Assessed Property, such that all Assessments in the applicable Phase begin collection immediately after the expiration of such two year period. Such first Annual Installment for a Phase #2 Lot or Parcel for which collection has begun, shall be due by January 31st of the following calendar year. According to the City, fifty-nine (59) of the one-hundred thirty (130) Lots withing Phase #2 are being triggered in 2022-23 with the issuance of building permits as of June 30, 2022.

Pursuant to the Updated Service and Assessment Plan, each Assessment shall bear interest at the rate on the Phase #2 Reimbursement Agreement commencing with the issuance of the Phase #2 Reimbursement Agreement. The effective interest rate of the Phase #2 Reimbursement Agreement interest payments is 4.45 percent per annum for 2022-23. Pursuant to Section 372.018 of the PID Act, the interest rate for that Assessment may not exceed a rate that is one-half of one percent higher than the actual interest rate paid on the debt. These payments, the Annual Installments of the Assessments, shall be billed by the City in 2022 and will be delinquent on February 1, 2023.

Pursuant to the Updated Service and Assessment Plan, the Annual Service Plan Update will show the remaining balance of the Assessments, the Annual Installment due for 2022-23 and the administrative expenses to be collected from each Parcel. Annual administrative expenses shall be allocated to each Parcel pro rata based on the Annual Installment on a Parcel to the total Annual Installments in the PID that are payable at the time of such allocation. Each Annual Installment shall be reduced by any credits applied under applicable documents including the Updated Service and Assessment Plan, such as capitalized interest and interest earnings on any account balances and by any other funds available to the PID.

The Updated Service and Assessment Plan adopted by City Council levied the Phase #2 Reimbursement Agreement in the initial amount of $482,718, which represented Phase #2's allocable portion of the Authorized Improvement Costs. As shown in Appendix C, the total Equivalent Units within Phase #2 is 105.15, of which fifty-nine (59) Lots representing 48.01 Equivalent Units were triggered in 2022-23.

Phase #2 Lots Triggered in 2022-23

According to the City, building permits for fifty-nine (59) Phase #2 Lots had been issued as of June 30, 2022. As a result, condition (i) had been satisfied for the respective fifty-nine (59) Lots, and the first Annual Installments were due no later than January 31, 2023, for each Lot.

Table II-P below shows the amount of outstanding Assessments applicable to the fifty-nine (59) platted Lots that are being triggered for collection in 2022-23.

Table II-P
Assessments on Lots with Building Permits as of June 30, 2022
(2022-23 Trigger)

Lot Type	No. of Lots with Issued Building Permits	Prepaid Lots	Lots with Outstanding Assessments	Equivalent Unit Factor	Total Outstanding Equivalent Units	Total Outstanding Assessment per Lot Type	Total Outstanding Assessments
Lot Type 1	0	0	0	1.00	0.00	$4,590.75	$0.00
Lot Type 2	0	0	0	0.93	0.00	$4,269.40	$0.00
Lot Type 3	20	0	20	0.86	17.20	$3,948.05	$78,960.97
Lot Type 4	39	0	39	0.79	30.81	$3,626.70	$141,441.12
Lot Type 5	0	0	0	0.31	0.00	$1,423.13	$0.00
Total	**59**	**0**	**59**		**48.01**		**$220,402.09**

Annual Budgets for the Repayment of Indebtedness

Debt service proportionately allocated to each Lot where a building permit was issued will be paid on the Phase #2 Reimbursement Agreement from the collection of the Annual Installments. In addition, Annual Collection Costs are to be collected with the Annual Installments to pay expenses related to the collection of the Annual Installments.

Phase #2 Annual Installments to be collected for 2022-23 for Lots Triggered in 2022-23

The proportional budget for the PID will be paid from the collection of Annual Installments collected for 2022-23 as shown in Table II-Q on the following page.

Table II-Q
Budget for the Phase #2 Annual Installments
to be Collected for 2022-23 from Lots Triggered in 2022-23

Descriptions	Total
Interest payment on or after March 1, 2023	$4,904
Interest payment on or after September 1, 2023	$4,904
Principal payment on September 1, 2023	$3,383
Subtotal debt service on R.A.	*$13,191*
Administrative Expenses	$6,766
Maintenance Assessment	$12,899
Subtotal Expenses	*$32,856*
Available Administrative Expense account	$0
Subtotal funds available	*$0*
Annual Installments	**$32,856**

Debt Service Payments

Annual Installments to be collected for principal and interest include interest due on March 1, 2023, in the amount of $4,904 and on September 1, 2023, in the amount of $4,904, which equal interest on the outstanding Assessment balance, for the fifty-nine (59) triggered in 2022-23, of $220,402 for six months each at an effective interest rate of 4.45 percent. Annual Installments to be collected include a principal amount of $3,383 due on September 1, 2023. As a result, total Annual Installments to be collected from Lots triggered in 2022-23, for principal and interest in 2022-23, is estimated to be equal to $13,191. Such amount will be collected from the fifty-nine (59) Lots triggered in 2022-23 that represent 48.01 Equivalent Units. As a result, the principal amount per Equivalent Unit to be collected for 2022-23 is equal to $70.46 (i.e., $3,383 ÷ 48.01 = $70.46) and the interest amount per Equivalent Unit to be collected for 2022-23 is equal to $204.29 (i.e., $9,808 ÷ 48.01 = $204.29).

Administrative Expenses

The proportional annual administrative expenses include the City, Administrator, and contingency fees for 2022-23 are estimated to proportionally be $6,766. Such amount will be collected from the fifty-nine (59) Lots triggered in 2022-23 that represent 48.01 Equivalent Units. As a result, the Administrative Expenses per Equivalent Unit to be collected for 2022-23 is equal to $140.92 (i.e., $6,766 ÷ 48.01 = $140.92).

Maintenance Expenses

The proportional annual maintenance expenses to be proportionally collected for 2022-23 is estimated to be $12,899. Such amount will be collected from the fifty-nine (59) Lots triggered in 2022-23 that represent 48.01 Equivalent Units. As a result, the Maintenance Expense per Equivalent Unit to be collected for 2022-23 is equal to $268.68 (i.e., $12,899 ÷ 48.01 = $268.68).

Available Administrative Expense Account

There are no available administrative expense funds to reduce the 2022-23 Annual Installment.

F. ANNUAL INSTALLMENTS PER UNIT - PHASE #2

According to the Updated Service and Assessment Plan, the Annual Installments shall be collected in an amount sufficient to pay (i) principal and interest on the Phase #2 Reimbursement Agreement and (ii) to cover Administrative Expenses of the PID.

According to the Developer, one-hundred thirty (130) units are anticipated to be built within Phase #2 of the PID. As shown in Appendix C, there are 105.15 Equivalent Units in Phase #2, of which fifty-nine (59) Lots representing 48.01 Equivalent Units were triggered in 2022-23.

Annual Installments per Unit – Phase #2 – Lots Triggered in 2022-23

In accordance with Section II.C of this report, the City had issued fifty-nine (59) building permits as of June 30, 2022, which total 48.01 Equivalent Units as shown in Appendix C. Accordingly, the principal amount per Equivalent Unit to be collected for 2022-23 is equal to $70.46 (i.e., $3,383 ÷ 48.01 = $70.46) and the interest amount per Equivalent Unit to be collected for 2022-23 is equal to $204.29 (i.e., $9,808 ÷ 48.01 = $204.29).

Pursuant to the Updated Service and Assessment Plan, Lots with prepaid Assessments will continue to pay a proportionate share of the Administrative Expenses, including the Maintenance Expense. The Administrative Expenses per Equivalent Unit to be collected for 2022-23 is equal to $140.92 (i.e., $6,766 ÷ 48.01 = $140.92). Maintenance Expense per Equivalent Unit to be collected for 2022-23 is equal to $268.68 (i.e., $12,899 ÷ 48.01 = $268.68). As a result, the total gross Annual Installment to be collected from each Equivalent Unit that had been issued a building permit as of June 30, 2022, will be $684.35 (i.e. $70.46 + $204.29 + $140.92 + $268.68 = $684.35). The Annual Installment to be collected from each Parcel within the PID is calculated by multiplying the Annual Installment for each unit of $684.35 by the total estimated Equivalent Units for each Parcel in the PID.

Table II-R below shows a summary of the Annual Installments per unit to be collected from each of the fifty-nine (59) Lots with building permits issued as of June 30, 2022.

Table II-R
Summary of the Phase #2 Annual Installments per Unit with Outstanding Assessments to be Collected for 2022-23 from Lots Triggered in 2022-23

Lot Type	Equivalent Units	Principal	Interest	Administrative Expenses	Maintenance Expenses	Total
Lot Type 3 (60 Ft Lot)	0.86	$60.60	$175.69	$121.20	$231.06	$588.54
Lot Type 4 (55 Ft Lot)	0.79	$55.67	$161.39	$111.33	$212.25	$540.64

The list of Parcels for Lots with building permits issued by June 30, 2022, the number of units to be developed on the current residential Parcels, the corresponding total units, the total outstanding Assessment, the annual principal and interest, the Administrative Expenses, and the Annual Installment to be collected for 2022-23 are shown in the Assessment Roll Summary attached hereto as Appendix E-2.

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III. UPDATE OF THE ASSESSMENT PLAN

The Updated Service and Assessment Plan adopted by the City Council describes that the Authorized Improvement costs shall be allocated to the Assessed Property equally based on the equivalent number of residential dwelling units anticipated to be built on each Parcel once such property is fully developed, and that such method of allocation will result in the imposition of equal shares of the Authorized Improvement costs to Parcels similarly benefited.

Pursuant to Section VI.G of the Updated Service and Assessment Plan, "The collection of the first Annual Installment for a Phase #1 Lot or Parcel shall commence upon the earlier of: (i) with tax bills sent the first October following the issuance of the first building permit for each Lot within each Phase, such that Assessments are billed only for Lots for which a building permit has been issued, (ii) with tax bills sent the first October after issuance of a series of Bonds for Phase #1 Assessed Property, such that upon the issuance of Bonds, all Assessments in the applicable Phase shall begin collection, or (iii) with tax bills sent the first October occurring after the expiration of two years from the date of the levy of Assessments on the Phase #1 Assessed Property, such that all Assessments in the applicable Phase begin collection immediately after the expiration of such two year period. Such first Annual Installment for a Phase #1 Lot or Parcel for which collection has begun, shall be due by January 31st of the following calendar year."

Pursuant to Section VI.G of the Updated Service and Assessment Plan, "The collection of the first Annual Installment for a Phase #2 Lot or Parcel shall commence upon the earlier of: (i) with tax bills sent the first October following the issuance of the first building permit for each Lot within each Phase, such that Assessments are billed only for Lots for which a building permit has been issued, (ii) with tax bills sent the first October after issuance of a series of Bonds for Phase #2 Assessed Property, such that upon the issuance of Bonds, all Assessments in the applicable Phase shall begin collection, or (iii) with tax bills sent the first October occurring after the expiration of two years from the date of the levy of Assessments on the Phase #2 Assessed Property, such that all Assessments in the applicable Phase begin collection immediately after the expiration of such two year period. Such first Annual Installment for a Phase #2 Lot or Parcel for which collection has begun, shall be due by January 31st of the following calendar year."

Assessment Methodology

This method of assessing property, as updated in prior Annual Service Plan Updates, has not been changed and Assessed Property will continue to be assessed as provided for in the Updated Service and Assessment Plan.

IV. UPDATE OF THE ASSESSMENT ROLL

Pursuant to the Updated Service and Assessment Plan, the Assessment Rolls shall be updated each year to reflect:

> (i) the identification of each Parcel (ii) the Assessment for each Parcel of Assessed Property, including any adjustments authorized by the Updated Service and Assessment Plan or in the PID Act; (iii) the Annual Installment for the Assessed Property for the year (if the Assessment is payable in installments); and (iv) payments of the Assessment, if any, as provided by Section VI.F of the Updated Service and Assessment Plan.

The summary of updated Assessment Roll is shown in Appendix D of this report. Each Parcel in the PID is identified, along with the Assessment on each Parcel and the Annual Installment to be collected from each Parcel. Assessments are to be reallocated for the subdivision of any Parcels.

A. PARCEL UPDATES

According to the Updated Service and Assessment Plan, upon the subdivision of any Parcel, the Administrator shall reallocate the Assessment for the Parcel prior to the subdivision among the new subdivided Parcels according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

- A = the Assessment for each new subdivided Parcel
- B = the Assessment for the Parcel prior to subdivision
- C = the estimated number of Equivalent Units to be built on each new subdivided Parcel
- D = the sum of the estimated number of Equivalent Units to be built on all of the new subdivided Parcels

The calculation of the estimated number of Equivalent Units to be built on a Parcel shall be performed by the Administrator and confirmed by the City Council based on the information available regarding the use of the Parcel. The estimate as confirmed shall be conclusive. The number of units to be built on a Parcel may be estimated by net land area and reasonable density ratios.

According to the Johnson County Appraisal District and the Developer, a final plat for Phase #1 was filed and recorded on December 11, 2019 and amended on July 17, 2020 . As a result, ninety-eight (98) residential Lots were subdivided and were officially recognized in the official Johnson County roll in 2019.

According to the City, building permits for forty-one (41) Phase #1 Lots had been issued as of July 31, 2020. As a result, condition (i) had been satisfied for the respective 41 Lots, and the first Annual Installments were due no later than January 31, 2021 for each Lot.

According to the City, building permits for an additional fifty-five (55) Phase #1 Lots have been issued during the period of August 1, 2020 through June 30, 2021. As a result, condition (i) has been satisfied for the respective 55 Lots, and the first Annual Installment for these Lots will be due no later than January 31, 2022 for each Lot.

Pursuant to condition (iii) of Section VI-G of the Updated Service and Assessment Plan, the remaining two (2) Phase #1 Lots will be triggered for collection in 2022 and the first Annual Installment for these Lots will be due no later than January 31, 2023 for each Lot.

According to the Johnson County Appraisal District and the Developer, a final plat for Phase #2 was filed and recorded on December 22, 2021. As a result, one-hundred thirty (130) residential Lots were subdivided and were officially recognized in the official Johnson County roll in 2021.

According to the City, Building permits for fifty-nine (59) Phase #2 Lots had been issued as of June 30, 2022. As a result, condition (i) had been satisfied for the respective 59 Lots, and the first Annual Installments are due no later than January 31, 2023 for each lot.

B. Prepayment of Assessments

There have been eight Assessment prepayments as of June 30, 2022. See Appendix B of this report for additional prepayment related information.

The complete Assessment Roll is available for review at the City Hall, located at 141 W. Renfro Street, Burleson, Texas 76028.

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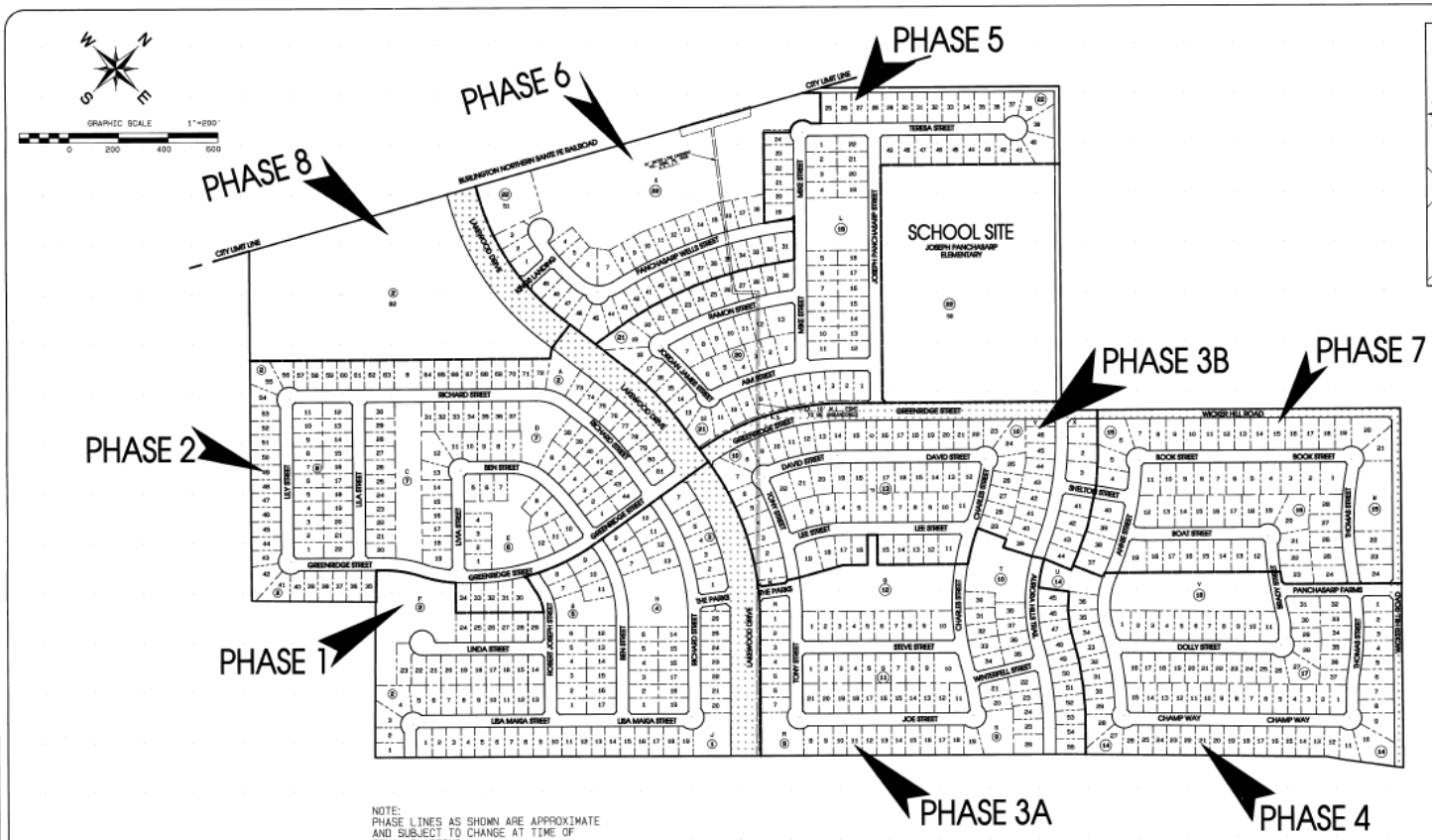
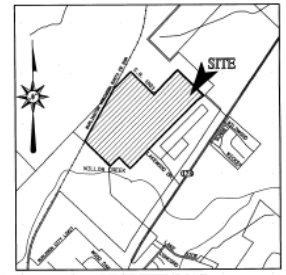
APPENDIX A
PID MAP





VICINITY MAP
NOT TO SCALE

NOTE:
PHASE LINES AS SHOWN ARE APPROXIMATE AND SUBJECT TO CHANGE AT TIME OF FINAL PLATTING.

DEVELOPMENT SUMMARY

PARCEL	LOT TYPE	TYPE A			TYPE B			TYPE C			TYPE D			GROSS AREA (ACRE)	LOTS	DENSITY (DU/AC)	OPEN SPACE (ACRES)	OPEN SPACE PERCENT
		55'	60'	X	55'	60'	X	60'	65'	X	65'	70'	X					
PHASE 1	SF				29	69	30X							29.39	98	3.50	4.77	16.2%
PHASE 2	SF	90	40	31X										34.50	130	3.62	4.37	12.7%
PHASE 3A	SF				25	52	33X							22.46	77	3.43	5.18	23.0%
PHASE 3B	SF							39	36	48X				21.02	75	3.57	0.56	2.6%
PHASE 4	SF				28	57	33X							22.09	85	3.85	2.84	12.9%
PHASE 5	SF	30	13	30X				34	19	36X				25.05	96	3.83	1.38	5.5%
PHASE 6	SF, COM	26	11	30X										16.91	37	2.19	4.97	29.4%
PHASE 7	SF										18	43	30X	19.31	61	3.16	0.95	4.9%
SUBTOTAL														190.75	659	3.45	25.01	13.1%
PHASE 8	M-F													14.78	1	-	-	-
SCHOOL SITE														15.39	1	-	-	-
TOTAL														220.88				

PRE DIRECTION	STREET NAME	STREET TYPE/SUFFIX	R-O-W (ACRES)
N-S	LAKEWOOD DRIVE	120' ROW	7.50
E-W	GREENRIDGE STREET	70' ROW	3.49
N-S	WICKER HILL ROAD	70' ROW	1.14
	LOCAL STREET	50' ROW	33.55
TOTAL ROW DEDICATION			45.69

LEGEND

SF Single Family
M-F Multi-Family
COM Commercial

Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.
Issued for review Wed Nov 30 07:41:20 2016

OWNER/DEVELOPER:
PANCHASARP JC L.P.
4020 N. MACARTHUR BLVD.
STE 122 278
IRVING, TX 75038

GOODWIN MARSHALL
CIVIL ENGINEERS – PLANNERS – SURVEYORS
2405 Mustang Drive, Grapevine, Texas 76051
Metro (817) 329-4373
TBPE REGISTRATION # F-2944
TBPLS # 10021700

PRELIMINARY PLAT
FOR
THE PARKS AT PANCHASARP FARMS
PHASES 1–8
220.877 ACRES
SITUATED IN THE
H.G. CATLETT SURVEY, ABSTRACT NO. 179
H.G. CATLETT SURVEY, ABSTRACT NO. 178
CITY OF BURLESON, JOHNSON COUNTY, TEXAS
659 SINGLE FAMILY LOTS
31 OPEN SPACE LOTS
OCTOBER, 2016
EXISTING ZONING: PD PLANNED DEVELOPMENT

SHEET 1 OF 9

APPENDIX B
PREPAID PARCELS

APPENDIX B
LIST OF PREPAID PARCELS

Parcel ID	Prepayment Date	Amount	Full/Partial[1]
126.2233.02150	Oct-20	$3,980.56	Full
126.2233.01120	Oct-20	$3,980.56	Full
126.2233.01030	Nov-20	$3,980.56	Full
126.2233.04100	Jul-21	$3,948.05	Full
126.2233.01200	Aug-21	$3,948.05	Full
126.2233.05130	Nov-21	$3,626.70	Full
126.2233.03060	Nov-21	$3,566.55	Full
126.2233.02120	Dec-21	$3,948.05	Full

1 - Pursuant to the Updated Service and Assessment Plan, Lots with prepaid Assessments will continue to pay a proportionate share of the Administrative Expenses, including the Maintenance Expense.

APPENDIX C
LAND USE CLASS AND EQUIVALENT UNITS

LAND USE CLASS AND EQUIVALENT UNITS

For purposes of allocating the Assessments, the Assessed Property has been classified in one of six Lot Types. Table C-1 below shows the original proposed residential Lot Types within the PID.

Table C-1
Proposed Development within the PID (Original)[1]

Lot Type	Description	Proposed Development	
Lot Type 1	70 Ft Lots	43	Units
Lot Type 2	65 Ft Lots	73	Units
Lot Type 3	60 Ft Lots	315	Units
Lot Type 4	55 Ft Lots	228	Units
Lot Type 5	Multi-Family	250	Units
Total		**909**	**Units**

[1] As originally provided by the Developer

Pursuant to the Developer, the proposed development plan within the PID has been updated as shown in Table C-2 below.

Table C-2
Proposed Development within the PID (Updated)

Lot Type	Description	Proposed Development	
Lot Type 1	70 Ft Lots	43	Units
Lot Type 2	65 Ft Lots	73	Units
Lot Type 3	60 Ft Lots	304	Units
Lot Type 4	55 Ft Lots	239	Units
Lot Type 5	Multi-Family	250	Units
Total		**909**	**Units**

[1] As updated by the Developer

Table C-3 below shows the original proposed residential Lot Types within Phase #1.

Table C-3
Proposed Development – Phase #1 (Original)

Lot Type	Description	Proposed Development	
Lot Type 1	70 Ft Lots	0	Units
Lot Type 2	65 Ft Lots	0	Units
Lot Type 3	60 Ft Lots	69	Units
Lot Type 4	55 Ft Lots	29	Units
Lot Type 5	Multi-Family	0	Units
Total		**98**	**Units**

Table C-4 on the following page shows the updated proposed residential Lot Types within Phase #1.

Table C-4
Proposed Development – Phase #1 (Updated)

Lot Type	Description	Proposed Development	
Lot Type 1	70 Ft Lots	0	Units
Lot Type 2	65 Ft Lots	0	Units
Lot Type 3	60 Ft Lots	58	Units
Lot Type 4	55 Ft Lots	40	Units
Lot Type 5	Multi-Family	0	Units
Total		**98**	**Units**

Table C-5 below shows the updated proposed residential Lot Types within Phase #2.

Table C-5
Proposed Development – Phase #2

Lot Type	Description	Proposed Development	
Lot Type 1	70 Ft Lots	0	Units
Lot Type 2	65 Ft Lots	0	Units
Lot Type 3	60 Ft Lots	35	Units
Lot Type 4	55 Ft Lots	95	Units
Lot Type 5	Multi-Family	0	Units
Total		**130**	**Units**

As explained under Section IV.D, for purpose of this Updated Service and Assessment Plan, the City Council has determined that the Actual Costs of the portion of the Park Improvements to be financed shall be allocated to the Future Phases Assessed Property by spreading the entire Assessment across the Parcels based on the estimated Equivalent Units.

For purposes of this Updated Service and Assessment Plan, the City Council has determined that the Assessments shall be allocated to the Future Phases Assessed Property on the basis of the average home value of each Lot Type, and that such method of allocation will result in the imposition of equal shares of the Assessments on Parcels similarly benefited. In determining the average home value of each Lot Type, the City Council has taken into consideration (i) the type of lots (i.e., 70 Ft, 65 Ft, etc.); (ii) current and projected home prices; (iii) the costs of the Authorized Improvements, and (iv) the ability of different property types to utilize and benefit from the Authorized Improvements.

Having taken into consideration the matters described above, the City Council has determined that allocating the Assessments among Parcels based on average home value is best accomplished by creating classifications of benefited Parcels based on the "Lot Types" defined above. These classifications (from Lot Type 1 (70 Ft Lots) representing the highest value to Lot Type 5 (Multi-Family Lot) representing the lowest value for residential lots are set forth in Table C-6. Assessments are allocated to each Lot Type on the basis of the average home value for each class of lots. This is accomplished by giving each Lot Type an Equivalent Unit factor. Equivalent Units are the ratio of the average value of lots within each assessment class, setting the Equivalent Unit factor for Lot Type 1 (70 Ft Lots) to 1.00.

Table C-6
Equivalent Unit Factors

Lot Type	Estimated Average Unit Value	Equivalent Unit Factor	
Lot Type 1 (70 Ft Lot)	$340,000	1.00	per dwelling unit
Lot Type 2 (65 Ft Lot)	$315,000	0.93	per dwelling unit
Lot Type 3 (60 Ft Lot)	$293,000	0.86	per dwelling unit
Lot Type 4 (55 Ft Lot)	$269,000	0.79	per dwelling unit
Lot Type 6 (Multi-Family)	$105,000	0.31	per dwelling unit

The original total estimated Equivalent Units within the PID are shown in Table C-7 as calculated based on the Equivalent Unit factors shown above in Table C-6 and estimated Lot Types and number of units estimated to be built within the PID as shown in Table C-2.

Table C-7
Equivalent Units- Total (Original)

Lot Type	No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (70 Ft Lot)	43	1.00	43.00
Lot Type 2 (65 Ft Lot)	73	0.93	67.89
Lot Type 3 (60 Ft Lot)	315	0.86	270.90
Lot Type 4 (55 Ft Lot)	228	0.79	180.12
Lot Type 6 (Multi-Family)	250	0.31	77.50
Total Equivalent Units	**909**		**639.41**

The updated total estimated Equivalent Units within the PID are shown in Table C-8 as calculated based on the Equivalent Unit factors shown above in Table C-6 and estimated Lot Types and number of units estimated to be built within the PID as shown in Table C-1.

Table C-8
Equivalent Units- Total (Updated)

Lot Type	No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (70 Ft Lot)	43	1.00	43.00
Lot Type 2 (65 Ft Lot)	73	0.93	67.89
Lot Type 3 (60 Ft Lot)	304	0.86	261.44
Lot Type 4 (55 Ft Lot)	239	0.79	188.81
Lot Type 6 (Multi-Family)	250	0.31	77.50
Total Equivalent Units	**909**		**638.64**

The original total estimated Equivalent Units for Phase #1 are shown in Table C-9 below as calculated based on the Equivalent Unit factors shown above in Table C-6 and estimated Lot Types and number of units estimated to be built within Phase #1 as shown in Table C-3.

Table C-9
Equivalent Units- Phase #1 (Original)

Lot Type	No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (70 Ft Lot)	0	1.00	0.00
Lot Type 2 (65 Ft Lot)	0	0.93	0.00
Lot Type 3 (60 Ft Lot)	69	0.86	59.34
Lot Type 4 (55 Ft Lot)	29	0.79	22.91
Lot Type 6 (Multi-Family)	0	0.31	0.00
Total Equivalent Units	**98**		**82.25**

The updated total estimated Equivalent Units for Phase #1 are shown in Table C-10 as calculated based on the Equivalent Unit factors shown above in Table C-6 and estimated Lot Types and number of units estimated to be built within Phase #1 as shown in Table C-4.

Table C-10
Equivalent Units- Phase #1 (Updated)

Lot Type	No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (70 Ft Lot)	0	1.00	0.00
Lot Type 2 (65 Ft Lot)	0	0.93	0.00
Lot Type 3 (60 Ft Lot)	58	0.86	49.88
Lot Type 4 (55 Ft Lot)	40	0.79	31.60
Lot Type 6 (Multi-Family)	0	0.31	0.00
Total Equivalent Units	**98**		**81.48**

The total estimated Equivalent Units for Phase #2 are shown in Table C-11 on the following page as calculated based on the Equivalent Unit factors shown above in Table C-6 and estimated Lot Types and number of units estimated to be built within Phase #2 as shown in Table C-4.

Table C-11
Equivalent Units- Phase #1 (Original)

Lot Type	No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (70 Ft Lot)	0	1.00	0.00
Lot Type 2 (65 Ft Lot)	0	0.93	0.00
Lot Type 3 (60 Ft Lot)	69	0.86	59.34
Lot Type 4 (55 Ft Lot)	29	0.79	22.91
Lot Type 6 (Multi-Family)	0	0.31	0.00
Total Equivalent Units	**98**		**82.25**

APPENDIX D-1
PHASE #1 ASSESSMENT ROLL – ALL PARCELS

Appendix D-1
Phase #1 Assessment Roll

Lots	**98**
Assessment	**$374,055**
Equivalent Units	**81.48**

			Administrative Expense		
Year	**Principal**	**Interest**	**Maintenance Assessment**	**Other Administrative Expenses**	**Annual Installment**
1	$5,741	$19,077	$21,892	$11,483	$58,192
2	$5,741	$18,784	$21,892	$11,712	$58,129
3	$6,379	$18,491	$21,892	$11,946	$58,708
4	$6,379	$18,166	$21,892	$12,185	$58,622
5	$7,017	$17,841	$21,892	$12,429	$59,178
6	$7,017	$17,483	$21,892	$12,678	$59,069
7	$7,655	$17,125	$21,892	$12,931	$59,603
8	$7,655	$16,734	$21,892	$13,190	$59,471
9	$8,293	$16,344	$21,892	$13,454	$59,982
10	$8,931	$15,921	$21,892	$13,723	$60,466
11	$8,931	$15,466	$21,892	$13,997	$60,285
12	$9,569	$15,010	$21,892	$14,277	$60,748
13	$10,207	$14,522	$21,892	$14,277	$60,898
14	$10,845	$14,002	$21,892	$14,277	$61,015
15	$10,845	$13,448	$21,892	$14,277	$60,462
16	$11,483	$12,895	$21,892	$14,277	$60,547
17	$12,120	$12,310	$21,892	$14,277	$60,599
18	$12,758	$11,692	$21,892	$14,277	$60,619
19	$13,396	$11,041	$21,892	$14,277	$60,606
20	$14,034	$10,358	$21,892	$14,277	$60,561
21	$14,672	$9,642	$21,892	$14,277	$60,483
22	$15,948	$8,894	$21,892	$14,277	$61,010
23	$16,586	$8,080	$21,892	$14,277	$60,835
24	$17,224	$7,234	$21,892	$14,277	$60,627
25	$18,500	$6,356	$21,892	$14,277	$61,024
26	$19,138	$5,413	$21,892	$14,277	$60,719
27	$20,413	$4,437	$21,892	$14,277	$61,019
28	$21,051	$3,395	$21,892	$14,277	$60,616
29	$22,327	$2,322	$21,892	$14,277	$60,818
30	$23,200	$1,183	$21,892	$14,277	$60,552
Total	**$374,055**	**$363,664**	**$656,751**	**$410,992**	**$1,805,462**

1 - The interest is calculated using a 5.10% interest rate for years 1 through 5 and an interest rate of 5.10% thereafter.
2 - The Administrative Expenses shown include estimates for the operations and maintenance of the Authorized Improvements, assessment collection costs, and other PID administrative expenses. These estimates will be updated each year as part of the Annual Service Plan Update.

APPENDIX D-2
PHASE #1 2022-23 ASSESSMENT ROLL SUMMARY – FOR LOTS TRIGGERED IN 2020-21

Appendix D-2
Phase #1 Assessment Roll (Lots Triggered in 2020-21)

Lots	**41**
Assessment	**$156,566**
Equivalent Units	**34.14**

			Administrative Expense		
Year	**Principal**	**Interest[1]**	**Maintenance Assessment**	**Other Administrative Expenses[2]**	**Annual Installment[3]**
9/30/2021	$2,425	$8,059	$9,248	$4,851	$24,583
9/30/2022	$2,224	$7,266	$9,173	$4,907	$23,570
9/30/2023	$2,673	$6,957	$9,173	$5,006	$23,808
9/30/2024	$2,673	$7,611	$9,173	$5,106	$24,563
9/30/2025	$2,940	$7,475	$9,173	$5,208	$24,796
9/30/2026	$2,940	$7,325	$9,173	$5,312	$24,750
9/30/2027	$3,207	$7,175	$9,173	$5,418	$24,973
9/30/2028	$3,207	$7,012	$9,173	$5,527	$24,918
9/30/2029	$3,475	$6,848	$9,173	$5,637	$25,132
9/30/2030	$3,742	$6,671	$9,173	$5,750	$25,335
9/30/2031	$3,742	$6,480	$9,173	$5,865	$25,259
9/30/2032	$4,009	$6,289	$9,173	$5,982	$25,453
9/30/2033	$4,277	$6,085	$9,173	$5,982	$25,516
9/30/2034	$4,544	$5,867	$9,173	$5,982	$25,565
9/30/2035	$4,544	$5,635	$9,173	$5,982	$25,333
9/30/2036	$4,811	$5,403	$9,173	$5,982	$25,369
9/30/2037	$5,078	$5,158	$9,173	$5,982	$25,391
9/30/2038	$5,346	$4,899	$9,173	$5,982	$25,399
9/30/2039	$5,613	$4,626	$9,173	$5,982	$25,394
9/30/2040	$5,880	$4,340	$9,173	$5,982	$25,375
9/30/2041	$6,148	$4,040	$9,173	$5,982	$25,342
9/30/2042	$6,682	$3,726	$9,173	$5,982	$25,563
9/30/2043	$6,949	$3,386	$9,173	$5,982	$25,490
9/30/2044	$7,217	$3,031	$9,173	$5,982	$25,403
9/30/2045	$7,751	$2,663	$9,173	$5,982	$25,569
9/30/2046	$8,019	$2,268	$9,173	$5,982	$25,441
9/30/2047	$8,553	$1,859	$9,173	$5,982	$25,567
9/30/2048	$8,820	$1,423	$9,173	$5,982	$25,398
9/30/2049	$9,355	$973	$9,173	$5,982	$25,483
9/30/2050	$9,721	$496	$9,173	$5,982	$25,371
Total	**$156,566**	**$151,045**	**$275,253**	**$172,245**	**$755,109**

1 - The interest is calculated using a 5.10% interest rate for years 1 through 5 and an interest rate of 5.10% thereafter.
2 - The Administrative Expenses shown include estimates for the operations and maintenance of the Authorized Improvements, assessment collection costs, and other PID administrative expenses. These estimates will be updated each year as part of the Annual Service Plan Update.
3 - Assessment years ending 9/30/2021 through 9/30/2023 represent the actual amount billed based on the outstanding assessment at the time Annual Installments were billed.

Appendix D-2
Panchasarp Farms Public Improvement District
Phase #1 Assessment Roll Summary - 2020-21 Trigger Parcels

Parcel	Estimated No. of units	Lot Type	Original Equivalent Units	Outstanding Equivalent Units	Outstanding Assessments	Principal	Interest	Administrative Expenses	Maintenance Expenses	Annual Installment
126.2233.01030	1	60 Ft	0.86	Prepaid	Prepaid	Prepaid	Prepaid	$126.09	$231.06	$357.15
126.2233.01050	1	60 Ft	0.86	0.86	$3,812.53	$74.70	$194.44	$126.09	$231.06	$626.30
126.2233.01120	1	60 Ft	0.86	Prepaid	Prepaid	Prepaid	Prepaid	$126.09	$231.06	$357.15
126.2233.01130	1	55 Ft	0.79	0.79	$3,502.21	$68.62	$178.61	$115.83	$212.25	$575.32
126.2233.01140	1	60 Ft	0.86	0.86	$3,812.53	$74.70	$194.44	$126.09	$231.06	$626.30
126.2233.02020	1	60 Ft	0.86	0.86	$3,812.53	$74.70	$194.44	$126.09	$231.06	$626.30
126.2233.02030	1	55 Ft	0.79	0.79	$3,502.21	$68.62	$178.61	$115.83	$212.25	$575.32
126.2233.02040	1	55 Ft	0.79	0.79	$3,502.21	$68.62	$178.61	$115.83	$212.25	$575.32
126.2233.02050	1	55 Ft	0.79	0.79	$3,502.21	$68.62	$178.61	$115.83	$212.25	$575.32
126.2233.02070	1	60 Ft	0.86	0.86	$3,812.53	$74.70	$194.44	$126.09	$231.06	$626.30
126.2233.02080	1	60 Ft	0.86	0.86	$3,812.53	$74.70	$194.44	$126.09	$231.06	$626.30
126.2233.02130	1	55 Ft	0.79	0.79	$3,502.21	$68.62	$178.61	$115.83	$212.25	$575.32
126.2233.02140	1	55 Ft	0.79	0.79	$3,502.21	$68.62	$178.61	$115.83	$212.25	$575.32
126.2233.02150	1	60 Ft	0.86	Prepaid	Prepaid	Prepaid	Prepaid	$126.09	$231.06	$357.15
126.2233.02190	1	60 Ft	0.86	0.86	$3,812.53	$74.70	$194.44	$126.09	$231.06	$626.30
126.2233.02200	1	60 Ft	0.86	0.86	$3,812.53	$74.70	$194.44	$126.09	$231.06	$626.30
126.2233.02210	1	55 Ft	0.79	0.79	$3,502.21	$68.62	$178.61	$115.83	$212.25	$575.32
126.2233.02220	1	55 Ft	0.79	0.79	$3,502.21	$68.62	$178.61	$115.83	$212.25	$575.32
126.2233.02230	1	55 Ft	0.79	0.79	$3,502.21	$68.62	$178.61	$115.83	$212.25	$575.32
126.2233.02240	1	55 Ft	0.79	0.79	$3,502.21	$68.62	$178.61	$115.83	$212.25	$575.32
126.2233.02250	1	60 Ft	0.86	0.86	$3,812.53	$74.70	$194.44	$126.09	$231.06	$626.30
126.2233.02280	1	60 Ft	0.86	0.86	$3,812.53	$74.70	$194.44	$126.09	$231.06	$626.30
126.2233.02290	1	55 Ft	0.79	0.79	$3,502.21	$68.62	$178.61	$115.83	$212.25	$575.32
126.2233.03020	1	60 Ft	0.86	0.86	$3,812.53	$74.70	$194.44	$126.09	$231.06	$626.30
126.2233.03030	1	55 Ft	0.79	0.79	$3,502.21	$68.62	$178.61	$115.83	$212.25	$575.32
126.2233.03060	1	55 Ft	0.79	Prepaid	Prepaid	Prepaid	Prepaid	$115.83	$212.25	$328.08
126.2233.03070	1	60 Ft	0.86	0.86	$3,812.53	$74.70	$194.44	$126.09	$231.06	$626.30
126.2233.04050	1	60 Ft	0.86	0.86	$3,812.53	$74.70	$194.44	$126.09	$231.06	$626.30
126.2233.04090	1	60 Ft	0.86	0.86	$3,812.53	$74.70	$194.44	$126.09	$231.06	$626.30
126.2233.04140	1	60 Ft	0.86	0.86	$3,812.53	$74.70	$194.44	$126.09	$231.06	$626.30
126.2233.04160	1	60 Ft	0.86	0.86	$3,812.53	$74.70	$194.44	$126.09	$231.06	$626.30
126.2233.04170	1	55 Ft	0.79	0.79	$3,502.21	$68.62	$178.61	$115.83	$212.25	$575.32
126.2233.05040	1	60 Ft	0.86	0.86	$3,812.53	$74.70	$194.44	$126.09	$231.06	$626.30
126.2233.05050	1	55 Ft	0.79	0.79	$3,502.21	$68.62	$178.61	$115.83	$212.25	$575.32
126.2233.05070	1	60 Ft	0.86	0.86	$3,812.53	$74.70	$194.44	$126.09	$231.06	$626.30
126.2233.05090	1	60 Ft	0.86	0.86	$3,812.53	$74.70	$194.44	$126.09	$231.06	$626.30
126.2233.05100	1	60 Ft	0.86	0.86	$3,812.53	$74.70	$194.44	$126.09	$231.06	$626.30
126.2233.05110	1	60 Ft	0.86	0.86	$3,812.53	$74.70	$194.44	$126.09	$231.06	$626.30
126.2233.05150	1	60 Ft	0.86	0.86	$3,812.53	$74.70	$194.44	$126.09	$231.06	$626.30
126.2233.05160	1	55 Ft	0.79	0.79	$3,502.21	$68.62	$178.61	$115.83	$212.25	$575.32
126.2233.05170	1	60 Ft	0.86	0.86	$3,812.53	$74.70	$194.44	$126.09	$231.06	$626.30
126.2233.01001	0	Common Area	0.00	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
126.2233.01002	0	Common Area	0.00	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
126.2233.02001	0	Common Area	0.00	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
126.2233.04001	0	Common Area	0.00	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
126.2233.05001	0	Common Area	0.00	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total	**41**		**34.14**	**30.77**	**$136,408.95**	**$2,672.87**	**$6,956.86**	**$5,005.53**	**$9,172.59**	**$23,807.84**

APPENDIX D-3
PHASE #1 2022-23 ASSESSMENT ROLL SUMMARY – FOR LOTS TRIGGERED IN 2021-22

Appendix D-3
Phase #1 Assessment Roll (Lots Triggered in 2021-22)

Lots	**55**
Assessment	**$209,430**
Equivalent Units	**45.62**

			Administrative Expense		
Year	**Principal**	**Interest[1]**	**Maintenance Assessment**	**Other Administrative Expenses[2]**	**Annual Installment[3]**
9/30/2022	$3,214	$10,681	$12,257	$6,429	$32,581
9/30/2023	$3,214	$9,728	$12,257	$6,558	$31,757
9/30/2024	$3,572	$10,353	$12,257	$6,689	$32,870
9/30/2025	$3,572	$10,171	$12,257	$6,822	$32,822
9/30/2026	$3,929	$9,989	$12,257	$6,959	$33,133
9/30/2027	$3,929	$9,788	$12,257	$7,098	$33,072
9/30/2028	$4,286	$9,588	$12,257	$7,240	$33,371
9/30/2029	$4,286	$9,369	$12,257	$7,385	$33,297
9/30/2030	$4,643	$9,151	$12,257	$7,533	$33,584
9/30/2031	$5,000	$8,914	$12,257	$7,683	$33,855
9/30/2032	$5,000	$8,659	$12,257	$7,837	$33,753
9/30/2033	$5,357	$8,404	$12,257	$7,994	$34,012
9/30/2034	$5,715	$8,131	$12,257	$7,994	$34,096
9/30/2035	$6,072	$7,839	$12,257	$7,994	$34,162
9/30/2036	$6,072	$7,530	$12,257	$7,994	$33,852
9/30/2037	$6,429	$7,220	$12,257	$7,994	$33,900
9/30/2038	$6,786	$6,892	$12,257	$7,994	$33,929
9/30/2039	$7,143	$6,546	$12,257	$7,994	$33,940
9/30/2040	$7,500	$6,182	$12,257	$7,994	$33,933
9/30/2041	$7,858	$5,799	$12,257	$7,994	$33,907
9/30/2042	$8,215	$5,398	$12,257	$7,994	$33,864
9/30/2043	$8,929	$4,980	$12,257	$7,994	$34,159
9/30/2044	$9,286	$4,524	$12,257	$7,994	$34,061
9/30/2045	$9,643	$4,051	$12,257	$7,994	$33,945
9/30/2046	$10,358	$3,559	$12,257	$7,994	$34,167
9/30/2047	$10,715	$3,030	$12,257	$7,994	$33,996
9/30/2048	$11,429	$2,484	$12,257	$7,994	$34,164
9/30/2049	$11,786	$1,901	$12,257	$7,994	$33,938
9/30/2050	$12,501	$1,300	$12,257	$7,994	$34,051
9/30/2050	$12,989	$662	$12,257	$7,994	$33,902
Total	**$209,430**	**$202,824**	**$367,709**	**$230,111**	**$1,010,074**

1 - The interest is calculated using a 5.10% interest rate for years 1 through 5 and an interest rate of 5.10% thereafter.

2 - The Administrative Expenses shown include estimates for the operations and maintenance of the Authorized Improvements, assessment collection costs, and other PID administrative expenses. These estimates will be updated each year as part of the Annual Service Plan Update.

3 - Assessment years ending 9/30/2022 through 9/30/2023 represent the actual amount billed based on the outstanding assessment at the time Annual Installments were billed.

Appendix D-3
Panchasarp Farms Public Improvement District
Phase #1 Assessment Roll Summary - 2021-22 Trigger Parcels

Parcel	Estimated No. of units	Lot Type	Original Equivalent Units	Outstanding Equivalent Units	Outstanding Assessments	Principal	Interest	Administrative Expenses	Maintenance Expenses	Annual Installment
126.2233.01010	1	55 Ft	0.79	0.79	$3,566.59	$60.11	$181.90	$113.56	$212.25	$567.81
126.2233.01020	1	55 Ft	0.79	0.79	$3,566.59	$60.11	$181.90	$113.56	$212.25	$567.81
126.2233.01040	1	55 Ft	0.79	0.79	$3,566.59	$60.11	$181.90	$113.56	$212.25	$567.81
126.2233.01060	1	60 Ft	0.86	0.86	$3,882.62	$65.43	$198.01	$123.62	$231.06	$618.12
126.2233.01070	1	60 Ft	0.86	0.86	$3,882.62	$65.43	$198.01	$123.62	$231.06	$618.12
126.2233.01080	1	60 Ft	0.86	0.86	$3,882.62	$65.43	$198.01	$123.62	$231.06	$618.12
126.2233.01090	1	60 Ft	0.86	0.86	$3,882.62	$65.43	$198.01	$123.62	$231.06	$618.12
126.2233.01100	1	55 Ft	0.79	0.79	$3,566.59	$60.11	$181.90	$113.56	$212.25	$567.81
126.2233.01110	1	60 Ft	0.86	0.86	$3,882.62	$65.43	$198.01	$123.62	$231.06	$618.12
126.2233.01150	1	60 Ft	0.86	0.86	$3,882.62	$65.43	$198.01	$123.62	$231.06	$618.12
126.2233.01160	1	55 Ft	0.79	0.79	$3,566.59	$60.11	$181.90	$113.56	$212.25	$567.81
126.2233.01170	1	60 Ft	0.86	0.86	$3,882.62	$65.43	$198.01	$123.62	$231.06	$618.12
126.2233.01180	1	60 Ft	0.86	0.86	$3,882.62	$65.43	$198.01	$123.62	$231.06	$618.12
126.2233.01190	1	55 Ft	0.79	0.79	$3,566.59	$60.11	$181.90	$113.56	$212.25	$567.81
126.2233.01200	1	60 Ft	0.86	Prepaid	Prepaid	Prepaid	Prepaid	$123.62	$231.06	$354.68
126.2233.01210	1	60 Ft	0.86	0.86	$3,882.62	$65.43	$198.01	$123.62	$231.06	$618.12
126.2233.01220	1	55 Ft	0.79	0.79	$3,566.59	$60.11	$181.90	$113.56	$212.25	$567.81
126.2233.01230	1	60 Ft	0.86	0.86	$3,882.62	$65.43	$198.01	$123.62	$231.06	$618.12
126.2233.01240	1	55 Ft	0.79	0.79	$3,566.59	$60.11	$181.90	$113.56	$212.25	$567.81
126.2233.01250	1	60 Ft	0.86	0.86	$3,882.62	$65.43	$198.01	$123.62	$231.06	$618.12
126.2233.01001	0	Common Area	0.00	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
126.2233.01002	0	Common Area	0.00	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
126.2233.02010	1	55 Ft	0.79	0.79	$3,566.59	$60.11	$181.90	$113.56	$212.25	$567.81
126.2233.02060	1	55 Ft	0.79	0.79	$3,566.59	$60.11	$181.90	$113.56	$212.25	$567.81
126.2233.02090	1	60 Ft	0.86	0.86	$3,882.62	$65.43	$198.01	$123.62	$231.06	$618.12
126.2233.02100	1	60 Ft	0.86	0.86	$3,882.62	$65.43	$198.01	$123.62	$231.06	$618.12
126.2233.02110	1	55 Ft	0.79	0.79	$3,566.59	$60.11	$181.90	$113.56	$212.25	$567.81
126.2233.02120	1	60 Ft	0.86	Prepaid	Prepaid	Prepaid	Prepaid	$123.62	$231.06	$354.68
126.2233.02160	1	55 Ft	0.79	0.79	$3,566.59	$60.11	$181.90	$113.56	$212.25	$567.81
126.2233.02170	1	60 Ft	0.86	0.86	$3,882.62	$65.43	$198.01	$123.62	$231.06	$618.12
126.2233.02180	1	60 Ft	0.86	0.86	$3,882.62	$65.43	$198.01	$123.62	$231.06	$618.12
126.2233.02260	1	55 Ft	0.79	0.79	$3,566.59	$60.11	$181.90	$113.56	$212.25	$567.81
126.2233.02270	1	55 Ft	0.79	0.79	$3,566.59	$60.11	$181.90	$113.56	$212.25	$567.81
126.2233.02001	0	Common Area	0.00	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
126.2233.03010	1	55 Ft	0.79	0.79	$3,566.59	$60.11	$181.90	$113.56	$212.25	$567.81
126.2233.03040	1	55 Ft	0.79	0.79	$3,566.59	$60.11	$181.90	$113.56	$212.25	$567.81
126.2233.03050	1	55 Ft	0.79	0.79	$3,566.59	$60.11	$181.90	$113.56	$212.25	$567.81
126.2233.04010	1	55 Ft	0.79	0.79	$3,566.59	$60.11	$181.90	$113.56	$212.25	$567.81
126.2233.04020	1	60 Ft	0.86	0.86	$3,882.62	$65.43	$198.01	$123.62	$231.06	$618.12
126.2233.04030	1	55 Ft	0.79	0.79	$3,566.59	$60.11	$181.90	$113.56	$212.25	$567.81
126.2233.04040	1	60 Ft	0.86	0.86	$3,882.62	$65.43	$198.01	$123.62	$231.06	$618.12
126.2233.04060	1	60 Ft	0.86	0.86	$3,882.62	$65.43	$198.01	$123.62	$231.06	$618.12
126.2233.04070	1	55 Ft	0.79	0.79	$3,566.59	$60.11	$181.90	$113.56	$212.25	$567.81
126.2233.04080	1	55 Ft	0.79	0.79	$3,566.59	$60.11	$181.90	$113.56	$212.25	$567.81
126.2233.04100	1	60 Ft	0.86	Prepaid	Prepaid	Prepaid	Prepaid	$123.62	$231.06	$354.68
126.2233.04110	1	60 Ft	0.86	0.86	$3,882.62	$65.43	$198.01	$123.62	$231.06	$618.12
126.2233.04120	1	60 Ft	0.86	0.86	$3,882.62	$65.43	$198.01	$123.62	$231.06	$618.12
126.2233.04130	1	60 Ft	0.86	0.86	$3,882.62	$65.43	$198.01	$123.62	$231.06	$618.12
126.2233.04180	1	55 Ft	0.79	0.79	$3,566.59	$60.11	$181.90	$113.56	$212.25	$567.81
126.2233.04190	1	60 Ft	0.86	0.86	$3,882.62	$65.43	$198.01	$123.62	$231.06	$618.12
126.2233.04001	0	Common Area	0.00	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
126.2233.05010	1	60 Ft	0.86	0.86	$3,882.62	$65.43	$198.01	$123.62	$231.06	$618.12
126.2233.05020	1	55 Ft	0.79	0.79	$3,566.59	$60.11	$181.90	$113.56	$212.25	$567.81
126.2233.05030	1	60 Ft	0.86	0.86	$3,882.62	$65.43	$198.01	$123.62	$231.06	$618.12
126.2233.05060	1	60 Ft	0.86	0.86	$3,882.62	$65.43	$198.01	$123.62	$231.06	$618.12
126.2233.05080	1	60 Ft	0.86	0.86	$3,882.62	$65.43	$198.01	$123.62	$231.06	$618.12
126.2233.05120	1	60 Ft	0.86	0.86	$3,882.62	$65.43	$198.01	$123.62	$231.06	$618.12
126.2233.05130	1	55 Ft	0.79	Prepaid	Prepaid	Prepaid	Prepaid	$113.56	$212.25	$325.81
126.2233.05140	1	60 Ft	0.86	0.86	$3,882.62	$65.43	$198.01	$123.62	$231.06	$618.12
126.2233.05001	0	Common Area	0.00	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total	**55**		**45.62**	**42.25**	**$190,744.86**	**$3,214.49**	**$9,727.99**	**$6,557.55**	**$12,256.98**	**$31,757.01**

APPENDIX D-4
PHASE #1 2022-23 ASSESSMENT ROLL SUMMARY – FOR LOTS TRIGGERED IN 2022-23

Appendix D-4
Phase #1 Assessment Roll (Lots Triggered in 2022-23)

Lots	**2**
Assessment	**$7,896**
Equivalent Units	**1.72**

			Administrative Expense		
Year	**Principal**	**Interest[1]**	**Maintenance Assessment**	**Other Administrative Expenses[2]**	**Annual Installment[3]**
9/30/2023	$121	$403	$462	$242	$1,228
9/30/2024	$121	$397	$462	$247	$1,227
9/30/2025	$135	$390	$462	$252	$1,239
9/30/2026	$135	$383	$462	$257	$1,237
9/30/2027	$148	$377	$462	$262	$1,249
9/30/2028	$148	$369	$462	$268	$1,247
9/30/2029	$162	$361	$462	$273	$1,258
9/30/2030	$162	$353	$462	$278	$1,255
9/30/2031	$175	$345	$462	$284	$1,266
9/30/2032	$189	$336	$462	$290	$1,276
9/30/2033	$189	$326	$462	$295	$1,273
9/30/2034	$202	$317	$462	$301	$1,282
9/30/2035	$215	$307	$462	$301	$1,286
9/30/2036	$229	$296	$462	$301	$1,288
9/30/2037	$229	$284	$462	$301	$1,276
9/30/2038	$242	$272	$462	$301	$1,278
9/30/2039	$256	$260	$462	$301	$1,279
9/30/2040	$269	$247	$462	$301	$1,280
9/30/2041	$283	$233	$462	$301	$1,279
9/30/2042	$296	$219	$462	$301	$1,278
9/30/2043	$310	$204	$462	$301	$1,277
9/30/2044	$337	$188	$462	$301	$1,288
9/30/2045	$350	$171	$462	$301	$1,284
9/30/2046	$364	$153	$462	$301	$1,280
9/30/2047	$391	$134	$462	$301	$1,288
9/30/2048	$404	$114	$462	$301	$1,282
9/30/2049	$431	$94	$462	$301	$1,288
9/30/2050	$444	$72	$462	$301	$1,280
9/30/2051	$471	$49	$462	$301	$1,284
9/30/2052	$490	$25	$462	$301	$1,278
Total	**$7,896**	**$7,677**	**$13,864**	**$8,676**	**$38,112**

1 - The interest is calculated using a 5.10% interest rate for years 1 through 5 and an interest rate of 5.10% thereafter.

2 - The Administrative Expenses shown include estimates for the operations and maintenance of the Authorized Improvements, assessment collection costs, and other PID administrative expenses. These estimates will be updated each year as part of the Annual Service Plan Update.

3 - Assessment year ending 9/30/2023 represents the actual amount billed based on the outstanding assessment at the time Annual Installments were billed.

Appendix D-4
Panchasarp Farms Public Improvement District
Phase #1 Assessment Roll Summary - 2022-23 Trigger Parcels

Parcel	Estimated No. of units	Lot Type	Original Equivalent Units	Outstanding Equivalent Units	Outstanding Assessments	Principal	Interest	Administrative Expenses	Maintenance Expenses	Annual Installment
126.2233.01260	1	60 Ft	0.86	0.86	$3,948.05	$60.60	$201.35	$121.20	$231.06	$614.20
126.2233.04150	1	60 Ft	0.86	0.86	$3,948.05	$60.60	$201.35	$121.20	$231.06	$614.20
Total	**2**		**1.72**	**1.72**	**$7,896.10**	**$121.20**	**$402.70**	**$242.39**	**$462.12**	**$1,228.41**

APPENDIX E-1
PHASE #2 ASSESSMENT ROLL – ALL PARCELS

Appendix E-1
Phase #2 Assessment Roll

Lots	**130**
Assessment	**$482,718**
Total Units	**105.15**

			Administrative Expense		
Year	**Principal**	**Interest**	**Maintenance Assessment**	**Other Administrative Expenses**	**Annual Installment**
1	$7,409	$21,481	$28,251	$14,818	$71,959
2	$7,409	$21,151	$28,251	$15,115	$71,926
3	$8,232	$20,822	$28,251	$15,417	$72,722
4	$8,232	$20,455	$28,251	$15,725	$72,664
5	$9,056	$20,089	$28,251	$16,040	$73,435
6	$9,056	$19,686	$28,251	$16,360	$73,353
7	$9,879	$19,283	$28,251	$16,688	$74,101
8	$9,879	$18,843	$28,251	$17,021	$73,995
9	$10,702	$18,404	$28,251	$17,362	$74,719
10	$11,525	$17,927	$28,251	$17,709	$75,413
11	$11,525	$17,415	$28,251	$18,063	$75,254
12	$12,349	$16,902	$28,251	$18,425	$75,926
13	$13,172	$16,352	$28,251	$18,425	$76,200
14	$13,995	$15,766	$28,251	$18,425	$76,437
15	$13,995	$15,143	$28,251	$18,425	$75,814
16	$14,818	$14,520	$28,251	$18,425	$76,015
17	$15,641	$13,861	$28,251	$18,425	$76,178
18	$16,465	$13,165	$28,251	$18,425	$76,306
19	$17,288	$12,432	$28,251	$18,425	$76,396
20	$18,111	$11,663	$28,251	$18,425	$76,450
21	$18,934	$10,857	$28,251	$18,425	$76,467
22	$20,581	$10,015	$28,251	$18,425	$77,271
23	$21,404	$9,099	$28,251	$18,425	$77,179
24	$22,227	$8,146	$28,251	$18,425	$77,049
25	$23,874	$7,157	$28,251	$18,425	$77,707
26	$24,697	$6,095	$28,251	$18,425	$77,468
27	$26,343	$4,996	$28,251	$18,425	$78,015
28	$27,167	$3,823	$28,251	$18,425	$77,666
29	$28,813	$2,614	$28,251	$18,425	$78,103
30	$29,939	$1,332	$28,251	$18,425	$77,947
Total	**$482,718**	**$409,495**	**$847,537**	**$530,386**	**$2,270,136**

1 - The interest is calculated using a 4.45% interest rate for years 1 through 5 and an interest rate of 4.45% thereafter.
2 - The Administrative Expenses shown include estimates for the operations and maintenance of the Authorized Improvements, assessment collection costs, and other PID administrative expenses. These estimates will be updated each year as part of the Annual Service Plan Update.

APPENDIX E-2
PHASE #2 2022-23 ASSESSMENT ROLL SUMMARY – FOR LOTS TRIGGERED IN 2022-23

Appendix E-2
Phase #2 Assessment Roll (Lots Triggered in 2022-23)

Lots	**59**
Assessment	**$220,402**
Total Equivalent Units	**48.01**

			Administrative Expense		
Year	**Principal**	**Interest[1]**	**Maintenance Assessment**	**Other Administrative Expenses[2]**	**Annual Installment[3]**
9/30/2023	$3,383	$9,808	$12,899	$6,766	$32,856
9/30/2024	$3,383	$9,657	$12,899	$6,901	$32,840
9/30/2025	$3,759	$9,507	$12,899	$7,039	$33,204
9/30/2026	$3,759	$9,340	$12,899	$7,180	$33,177
9/30/2027	$4,135	$9,172	$12,899	$7,324	$33,530
9/30/2028	$4,135	$8,988	$12,899	$7,470	$33,492
9/30/2029	$4,511	$8,804	$12,899	$7,619	$33,833
9/30/2030	$4,511	$8,604	$12,899	$7,772	$33,785
9/30/2031	$4,886	$8,403	$12,899	$7,927	$34,116
9/30/2032	$5,262	$8,185	$12,899	$8,086	$34,433
9/30/2033	$5,262	$7,951	$12,899	$8,247	$34,360
9/30/2034	$5,638	$7,717	$12,899	$8,412	$34,667
9/30/2035	$6,014	$7,466	$12,899	$8,412	$34,792
9/30/2036	$6,390	$7,199	$12,899	$8,412	$34,900
9/30/2037	$6,390	$6,914	$12,899	$8,412	$34,616
9/30/2038	$6,766	$6,630	$12,899	$8,412	$34,707
9/30/2039	$7,142	$6,329	$12,899	$8,412	$34,782
9/30/2040	$7,518	$6,011	$12,899	$8,412	$34,840
9/30/2041	$7,893	$5,676	$12,899	$8,412	$34,881
9/30/2042	$8,269	$5,325	$12,899	$8,412	$34,906
9/30/2043	$8,645	$4,957	$12,899	$8,412	$34,914
9/30/2044	$9,397	$4,572	$12,899	$8,412	$35,281
9/30/2045	$9,773	$4,154	$12,899	$8,412	$35,239
9/30/2046	$10,149	$3,719	$12,899	$8,412	$35,180
9/30/2047	$10,900	$3,268	$12,899	$8,412	$35,480
9/30/2048	$11,276	$2,783	$12,899	$8,412	$35,371
9/30/2049	$12,028	$2,281	$12,899	$8,412	$35,621
9/30/2050	$12,404	$1,746	$12,899	$8,412	$35,461
9/30/2051	$13,156	$1,194	$12,899	$8,412	$35,661
9/30/2052	$13,670	$608	$12,899	$8,412	$35,590
Total	**$220,402**	**$186,970**	**$386,974**	**$242,167**	**$1,036,512**

1 - The interest is calculated using a 4.45% interest rate for years 1 through 5 and an interest rate of 4.45% thereafter.
2 - The Administrative Expenses shown include estimates for the operations and maintenance of the Authorized Improvements, assessment collection costs, and other PID administrative expenses. These estimates will be updated each year as part of the Annual Service Plan Update.
3 - Assessment year ending 9/30/2023 represents the actual amount billed based on the outstanding assessment at the time Annual Installments were billed.

Appendix E-2
Panchasarp Farms Public Improvement District
Phase #2 Assessment Roll Summary - 2022-23 Trigger Parcels

Parcel	Estimated No. of units	Lot Type	Original Equivalent Units	Outstanding Equivalent Units	Outstanding Assessments	Principal	Interest	Administrative Expenses	Maintenance Expenses	Annual Installment
126.2233.20231	1	55 Ft	0.79	0.79	$3,626.70	$55.67	$161.39	$111.33	$212.25	$540.64
126.2233.20233	1	60 Ft	0.86	0.86	$3,948.05	$60.60	$175.69	$121.20	$231.06	$588.54
126.2233.20234	1	55 Ft	0.79	0.79	$3,626.70	$55.67	$161.39	$111.33	$212.25	$540.64
126.2233.20236	1	55 Ft	0.79	0.79	$3,626.70	$55.67	$161.39	$111.33	$212.25	$540.64
126.2233.20237	1	55 Ft	0.79	0.79	$3,626.70	$55.67	$161.39	$111.33	$212.25	$540.64
126.2233.20238	1	60 Ft	0.86	0.86	$3,948.05	$60.60	$175.69	$121.20	$231.06	$588.54
126.2233.20239	1	55 Ft	0.79	0.79	$3,626.70	$55.67	$161.39	$111.33	$212.25	$540.64
126.2233.20242	1	55 Ft	0.79	0.79	$3,626.70	$55.67	$161.39	$111.33	$212.25	$540.64
126.2233.20243	1	55 Ft	0.79	0.79	$3,626.70	$55.67	$161.39	$111.33	$212.25	$540.64
126.2233.20244	1	60 Ft	0.86	0.86	$3,948.05	$60.60	$175.69	$121.20	$231.06	$588.54
126.2233.20245	1	55 Ft	0.79	0.79	$3,626.70	$55.67	$161.39	$111.33	$212.25	$540.64
126.2233.20246	1	60 Ft	0.86	0.86	$3,948.05	$60.60	$175.69	$121.20	$231.06	$588.54
126.2233.20247	1	55 Ft	0.79	0.79	$3,626.70	$55.67	$161.39	$111.33	$212.25	$540.64
126.2233.20248	1	55 Ft	0.79	0.79	$3,626.70	$55.67	$161.39	$111.33	$212.25	$540.64
126.2233.20249	1	55 Ft	0.79	0.79	$3,626.70	$55.67	$161.39	$111.33	$212.25	$540.64
126.2233.20251	1	55 Ft	0.79	0.79	$3,626.70	$55.67	$161.39	$111.33	$212.25	$540.64
126.2233.20253	1	55 Ft	0.79	0.79	$3,626.70	$55.67	$161.39	$111.33	$212.25	$540.64
126.2233.20255	1	55 Ft	0.79	0.79	$3,626.70	$55.67	$161.39	$111.33	$212.25	$540.64
126.2233.20260	1	55 Ft	0.79	0.79	$3,626.70	$55.67	$161.39	$111.33	$212.25	$540.64
126.2233.20261	1	55 Ft	0.79	0.79	$3,626.70	$55.67	$161.39	$111.33	$212.25	$540.64
126.2233.20262	1	55 Ft	0.79	0.79	$3,626.70	$55.67	$161.39	$111.33	$212.25	$540.64
126.2233.20263	1	55 Ft	0.79	0.79	$3,626.70	$55.67	$161.39	$111.33	$212.25	$540.64
126.2233.20266	1	60 Ft	0.86	0.86	$3,948.05	$60.60	$175.69	$121.20	$231.06	$588.54
126.2233.20267	1	55 Ft	0.79	0.79	$3,626.70	$55.67	$161.39	$111.33	$212.25	$540.64
126.2233.20270	1	60 Ft	0.86	0.86	$3,948.05	$60.60	$175.69	$121.20	$231.06	$588.54
126.2233.20271	1	55 Ft	0.79	0.79	$3,626.70	$55.67	$161.39	$111.33	$212.25	$540.64
126.2233.20272	1	60 Ft	0.86	0.86	$3,948.05	$60.60	$175.69	$121.20	$231.06	$588.54
126.2233.20276	1	60 Ft	0.86	0.86	$3,948.05	$60.60	$175.69	$121.20	$231.06	$588.54
126.2233.20277	1	55 Ft	0.79	0.79	$3,626.70	$55.67	$161.39	$111.33	$212.25	$540.64
126.2233.20280	1	60 Ft	0.86	0.86	$3,948.05	$60.60	$175.69	$121.20	$231.06	$588.54
126.2233.20601	1	55 Ft	0.79	0.79	$3,626.70	$55.67	$161.39	$111.33	$212.25	$540.64
126.2233.20602	1	60 Ft	0.86	0.86	$3,948.05	$60.60	$175.69	$121.20	$231.06	$588.54
126.2233.20605	1	55 Ft	0.79	0.79	$3,626.70	$55.67	$161.39	$111.33	$212.25	$540.64
126.2233.20609	1	60 Ft	0.86	0.86	$3,948.05	$60.60	$175.69	$121.20	$231.06	$588.54
126.2233.20610	1	60 Ft	0.86	0.86	$3,948.05	$60.60	$175.69	$121.20	$231.06	$588.54
126.2233.20703	1	55 Ft	0.79	0.79	$3,626.70	$55.67	$161.39	$111.33	$212.25	$540.64
126.2233.20708	1	55 Ft	0.79	0.79	$3,626.70	$55.67	$161.39	$111.33	$212.25	$540.64
126.2233.20710	1	60 Ft	0.86	0.86	$3,948.05	$60.60	$175.69	$121.20	$231.06	$588.54
126.2233.20712	1	55 Ft	0.79	0.79	$3,626.70	$55.67	$161.39	$111.33	$212.25	$540.64
126.2233.20718	1	55 Ft	0.79	0.79	$3,626.70	$55.67	$161.39	$111.33	$212.25	$540.64
126.2233.20719	1	60 Ft	0.86	0.86	$3,948.05	$60.60	$175.69	$121.20	$231.06	$588.54
126.2233.20720	1	55 Ft	0.79	0.79	$3,626.70	$55.67	$161.39	$111.33	$212.25	$540.64
126.2233.20723	1	55 Ft	0.79	0.79	$3,626.70	$55.67	$161.39	$111.33	$212.25	$540.64
126.2233.20725	1	55 Ft	0.79	0.79	$3,626.70	$55.67	$161.39	$111.33	$212.25	$540.64
126.2233.20726	1	60 Ft	0.86	0.86	$3,948.05	$60.60	$175.69	$121.20	$231.06	$588.54
126.2233.20732	1	55 Ft	0.79	0.79	$3,626.70	$55.67	$161.39	$111.33	$212.25	$540.64
126.2233.20734	1	60 Ft	0.86	0.86	$3,948.05	$60.60	$175.69	$121.20	$231.06	$588.54
126.2233.20738	1	60 Ft	0.86	0.86	$3,948.05	$60.60	$175.69	$121.20	$231.06	$588.54
126.2233.20739	1	60 Ft	0.86	0.86	$3,948.05	$60.60	$175.69	$121.20	$231.06	$588.54
126.2233.20740	1	60 Ft	0.86	0.86	$3,948.05	$60.60	$175.69	$121.20	$231.06	$588.54
126.2233.20744	1	60 Ft	0.86	0.86	$3,948.05	$60.60	$175.69	$121.20	$231.06	$588.54
126.2233.20803	1	55 Ft	0.79	0.79	$3,626.70	$55.67	$161.39	$111.33	$212.25	$540.64
126.2233.20804	1	55 Ft	0.79	0.79	$3,626.70	$55.67	$161.39	$111.33	$212.25	$540.64
126.2233.20808	1	55 Ft	0.79	0.79	$3,626.70	$55.67	$161.39	$111.33	$212.25	$540.64
126.2233.20810	1	55 Ft	0.79	0.79	$3,626.70	$55.67	$161.39	$111.33	$212.25	$540.64
126.2233.20812	1	55 Ft	0.79	0.79	$3,626.70	$55.67	$161.39	$111.33	$212.25	$540.64
126.2233.20813	1	55 Ft	0.79	0.79	$3,626.70	$55.67	$161.39	$111.33	$212.25	$540.64
126.2233.20815	1	55 Ft	0.79	0.79	$3,626.70	$55.67	$161.39	$111.33	$212.25	$540.64
126.2233.20817	1	55 Ft	0.79	0.79	$3,626.70	$55.67	$161.39	$111.33	$212.25	$540.64
126.2233.20001	0	Common Area	0.00	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
126.2233.20002	0	Common Area	0.00	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
126.2233.20003	0	Common Area	0.00	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
126.2233.20004	0	Common Area	0.00	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
126.2233.20005	0	Common Area	0.00	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total	**59**		**48.01**	**48.01**	**$220,402.09**	**$3,382.89**	**$9,807.89**	**$6,765.78**	**$12,899.12**	**$32,855.68**

APPENDIX F
PID ASSESSMENT NOTICE

PID Assessment Notice

NOTICE OF OBLIGATION TO PAY PUBLIC IMPROVEMENT DISTRICT ASSESSMENT TO THE CITY OF BURLESON, TEXAS
CONCERNING THE FOLLOWING PROPERTY

[insert property address]

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Burleson, Texas (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within the Parks at Panchasarp Farms Public Improvement District (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the City Council in the Annual Service Plan Update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City or MuniCap, Inc., the District Administrator for the City, located at 600 E. John Carpenter Fwy, Suite 150, Irving, Texas 75062 and available by telephone at (469) 490-2800 or (866) 648-8482 (toll free) and email at txpid@municap.com.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

Date: _____

_____ _____
Signature of Seller Signature of Seller

The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

Date: _____

_____ _____
Signature of Purchaser Signature of Purchaser

STATE OF TEXAS §
§
COUNTY OF _____ §

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

Given under my hand and seal of office on this _____, 20__.

_____
Notary Public, State of Texas

City Council Regular Meeting

DEPARTMENT: **Community Services**

FROM: **DeAnna Phillips, Director of Community Services**

MEETING: **September 6, 2022**

SUBJECT:

Consider approval of a resolution adopting the City of Burleson Fiscal Year 22-23 Strategic Plan. *(Staff Contact: DeAnna Phillips, Director of Community Services)*

SUMMARY:

The Strategic Plan is a visionary document that is designed to guide the organization toward achieving community-wide goals and objectives in the next 12 - 18 months.

The FY 22-23 Strategic Plan draft is reflected with new strategic focus areas that were developed by city council during their strategic planning sessions in the fall and winter of 2021.

Each Strategic Focus Area includes Goals that will assist in meeting the Focus Area's objectives. In each Goal, are Actions that are assigned to departments with target dates, which will contribute in the completion of each Goal.

Strategic Focus Area 1 **is High Performing City Organization: Providing Exceptional, People Focused Services**. The objective of this Focus Area is to make the o make the City of Burleson a community of choice by providing outstanding customer service, communication and community engagement; leveraging technology to be an efficient and responsive organization; being financially responsible; maintaining an organizational culture that values innovation, process improvement, productivity and teamwork; and focusing training and development opportunities for city employees.

Strategic Focus Area 2 is **Dynamic and Preferred City through Managed Growth**. With an objective to promote balanced residential and commercial development growth through long-term planning and zoning ordinances; develop and maintain public infrastructure in the city that improves mobility and connectivity; develop superior utility services and facilities; and promote sustainable development and job growth in the city.

Strategic Focus Area 3 is **Beautiful, Safe and Vibrant Community**. This Strategic Focus Area’s objective Provide a beautiful, safe and vibrant community for those that live, learn, work and play in the City of Burleson by focusing on beautification programs; providing public art that enhances the community's visual appeal and uniqueness; providing crime prevention and

community risk reduction programs; emergency preparedness; and emergency response services.

Strategic Focus Area 4 is **Great Place to Live through Expanded Quality of Life Amenities**. The objective is to make the city of Burleson a premier place to live, learn and play by providing outstanding cultural, recreational and educational opportunities that enrich the lives of our residents.

The FY 22-23 Strategic Plan is a working document and will continuously be evolving as new priorities arise, and goals are met.

OPTIONS:

1) Approve the FY 22-23 Strategic Plan as presented.
2) Approve the FY 22-23 Strategic Plan with changes.
3) Deny the FY 22-23 Strategic Plan.

RECOMMENDATION:

Approve the FY 22-23 Strategic Plan as presented.

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

The FY 22-23 Strategic Plan was developed during the fall and winter of 2021, multiple strategic planning sessions were held by the Burleson City Council with a strategic planning consultant. Together, the council created a vision and a mission statement. They also ranked the city's priorities for the staff and the city council to focus on over the upcoming years.

FISCAL IMPACT:

There is not fiscal impact with the adoption of the plan. Any fiscal impact for Actions will be addressed through the city budget.

STAFF CONTACT:

DeAnna Phillips
Director of Community Services
dphillips@burlesontx.com
817-426-9622

THE CITY OF BURLESON TEXAS

FY 2022-23 Strategic Plan

PRESENTED TO THE CITY COUNCIL ON

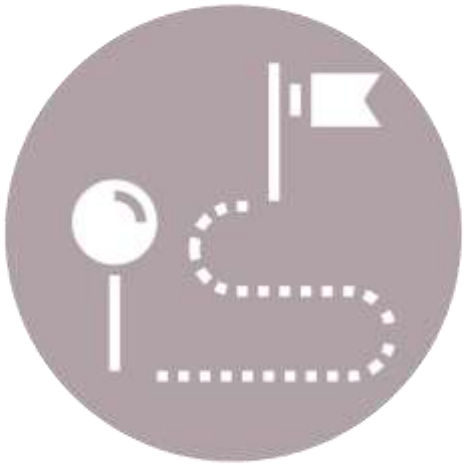
SEPTEMBER 6, 2022

Strategic Focus Areas

Proposed Budget is designed to accomplish the goals outlined in the City's Strategic Plan.
The Plan is organized in **four Strategic Focus Areas** as selected by city council during their planning retreat fall/winter 2021.



High Performing City Organization
Providing Exceptional,
People Focused Services



Dynamic & Preferred City
through Managed Growth



Beautiful, Safe &
Vibrant Community



Great Place to Live
through Expanded Quality of Life Amenities

- Serves as a roadmap for achieving our long-term goals and objectives.
- Includes specific action plan items that are tied to the budget.
- Council will be asked to formally approve the strategic plan in September along with the budget.

Vision

Mission

Values

Strategic Plan — The next 12 – 18 months



Work Plan Tasks — How we are going to accomplish the Strategic Plan Goals

Strategic Focus Area 1: *High Performing City Organization: Providing Exceptional, People Focused Services*

OBJECTIVE: To make the City of Burleson a community of choice by providing outstanding customer service, communication and community engagement; leveraging technology to be an efficient and responsive organization; being financially responsible; maintaining an organizational culture that values innovation, process improvement, productivity and teamwork; and focusing training and development opportunities for city employees.

GOAL 1: **Develop a high-performing and diverse workforce** by attracting and retaining the very best employees; providing a competitive salary and benefits package; maximizing employee training and educational opportunities.

GOAL 2: **Continue to improve the efficiency and productivity of operations** through the use of technology, innovation, teamwork and continual business process improvement.

GOAL 3: **Deliver high-quality service and communications to external and internal customers** by providing outstanding customer experience, communication and community engagement; regularly seeking feedback from citizens and employees through surveys, public forums and other outreach methods; and offering convenient methods for conducting business and communicating with the city.

GOAL 4: **Be a responsible steward of the city's financial resources** by providing services, rates and fees that represent a strong value to our citizens; providing timely, accurate and transparent financial reporting; and utilizing long-range planning.

Strategic Focus Area 2: *Dynamic & Preferred City through Managed Growth*

OBJECTIVE: To promote balanced residential and commercial development growth through long-term planning and zoning ordinances; develop and maintain public infrastructure in the city that improves mobility and connectivity; develop superior utility services and facilities; and promote sustainable development and job growth in the city.

GOAL 1: Attract and retain top-tier businesses to promote high-quality economic development by expanding and diversifying the tax base; and creating jobs that allow our residents to work where they live.

GOAL 2: Promote sustainable residential and commercial development through strategic and long-term planning; providing a business-friendly environment; continuing efficient development review process; and enhancing partnerships with the development community.

GOAL 3: Enhance connectivity and improve mobility by focusing on key street improvements and expanding capacity of existing transportation network, particularly within the SH 174 Corridor and the western portion of our city; improving roadway, bicycle and pedestrian infrastructure, and coordinating with Regional, State and Federal transportation partners for funding and support.

GOAL 4: Implement the city's Capital Improvement Program to improve the quality of life for residents through the completion of projects identified in the city’s master plans.

GOAL 5: Develop and maintain facilities and utility services that meet the needs of the community through strategic planning, long-term planning and best practices.

Strategic Focus Area 3: *Beautiful, Safe & Vibrant Community*

THE CITY OF BURLESON TEXAS

OBJECTIVE: Provide a beautiful, safe and vibrant community for those that live, learn, work and play in the City of Burleson by focusing on beautification programs; providing public art that enhances the community's visual appeal and uniqueness; providing crime prevention and community risk reduction programs; emergency preparedness; and emergency response services.

GOAL 1: Encourage a clean and healthy community through the promotion of positive behaviors, sustainable practices, outreach programs and city services.

GOAL 2: Encourage placemaking and a sense of belonging in our neighborhoods, parks and key commercial districts by focusing on long-range planning, comprehensive elements and public art.

GOAL 3: Enhance emergency response services provided to the community, including emergency medical, police, fire and public dispatch services.

GOAL 4: Ensure equipment and personnel needs are being met, including staffing and training.

GOAL 5: Continue community policing and risk reduction programs that create strong partnerships with the public to promote safety throughout the community.

Strategic Focus Area 4: *Great Place to Live through Expanded Quality of Life Amenities*

OBJECTIVE: To make the City of Burleson a premier place to live, learn and play by providing outstanding cultural, recreational and educational opportunities that enrich the lives of our residents.

GOAL 1: Provide high-quality parks for residents by expanding park amenities and options; enhancing city's trail network; and improving access to parks facilities.

GOAL 2: Provide high-quality recreation opportunities, events and facilities for residents by expanding programs and options for all ages and abilities that enrich the quality of life for residents.

GOAL 3: Provide outstanding cultural, educational and entertainment opportunities by cultivating mutually beneficial partnerships with area education and government entities, the business community, and not-for-profits.

Questions
Comments

DeAnna Phillips
Director of Marketing & Communications
dphillips@burlesontx.com

CITY OF BURLESON CITY COUNCIL
RESOLUTION ADOPTING THE CITY OF BURLESON
STRATEGIC PLAN FOR FISCAL YEAR 2022-23

WHEREAS, the Burleson City Council believes that the development of a specific mission, vision, core value statements, and both long and short-term goals and objectives are vital to planning for the future of the community; and

WHEREAS, the City of Burleson has developed four strategic Focus Areas in the FY 22-23 Strategic Plan, they include High Performing City Organization, Dynamic and Preferred City, Beautiful, Safe and Vibrant Community and Great Place to Live; and

WHEREAS, the City of Burleson has developed a series of Goals for each Focus Area; and

WHEREAS, the City of Burleson has identified seventy-eight (78) Work Plan Tasks that will accomplish the specific Goals set forward in the FY 22-23 Strategic Plan.

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

SECTION1. That the City of Burleson's FY 22-23 Strategic Plan is adopted as set forth herein and made a part of this resolution for all purposes.

SECTION 2. That the mission, vision, core values, focus areas, goals and work plan tasks set forth in the Strategic Plan shall be provided to other governmental entities and agencies within the community as appropriate for the purpose of coordination of activities and sharing of the city's vision.

SECTION 3. That the Burleson City Council shall receive quarterly updates on the Strategic Plan's process.

PASSED, APPROVED, AND SO RESOLVED by the City Council of the City of Burleson, Texas, on the _____ day of _____, 2022.

_____
Chris Fletcher, Mayor
City of Burleson, Texas



guidebtx

City of Burleson Strategic Plan

ABOUT THIS PLAN

Why a strategic plan?

The City of Burleson Strategic Plan or Guide BTX communicates the mayor and city council priorities to Burleson residents and businesses. The plan's purpose is to set overall focus areas and goals for the city and develop action items to achieve the goals. Residents can track the city's progress toward the stated goals through quarterly plan updates.

How was the plan developed?

During the fall and winter of 2021, multiple strategic planning sessions were held by the Burleson City Council with a strategic planning consultant. Together, the council created a vision and a mission statement. They also ranked the city's priorities for the staff and the city council to focus on over the upcoming years.

This plan:

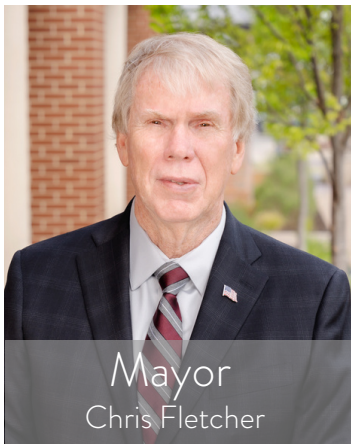
1. Creates a vision for Burleson over the next 15 years.
2. Develops key focus areas and goals the city will focus on over the next five years.
3. Outlines action items to achieve the set goals for Fiscal Year 2022-2023. Action items are updated yearly.
4. Determine city council's top and high priorities for the action tasks.

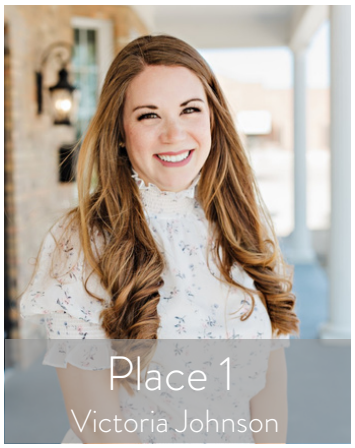






BURLESON *City Council*


Mayor
Chris Fletcher


Place 1
Victoria Johnson


Place 2
Rick Green


Place 3
Jimmy Stanford


Place 4
Tamara Payne


Place 5
Dan McClendon


Place 6
Ronnie Johnson

VISION 2037

Burleson is the premier place to:

LIVE *with great residential neighborhoods;*
WORK *with a dynamic business community; and*
PLAY *where you can enjoy life and have fun.*

Burleson 2037 is a **Safe Community,**
has a **Vibrant Old Town and**
Our residents take **Pride in Our Burleson Community**

BURLESON CITY GOVERNMENT MISSION

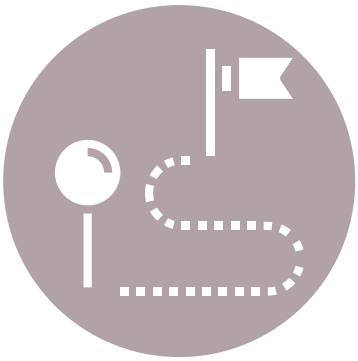
To provide exceptional, people-focused municipal services and to plan and invest in the future in a financially responsible and innovative manner through a high-performing city team and in a partnership with our Burleson community.



FOCUS AREAS



High Performing City Organization
Providing Exceptional, People Focused Services



Dynamic & Preferred City
through Managed Growth

GOALS 2027

Outcome-based objectives and potential actions for five years.



Beautiful, Safe & Vibrant Community



Great Place to Live
through Expanded Quality of Life Amenities



FOCUS AREA 1

High Performing City Organization

Providing Exceptional, People Focused Services

OBJECTIVE

To make the City of Burleson a community of choice by providing outstanding customer service, communication and community engagement; leveraging technology to be an efficient and responsive organization; being financially responsible; maintaining an organizational culture that values innovation, process improvement, productivity and teamwork; and focusing training and development opportunities for city employees.

GOAL 1

Develop a high-performing and diverse workforce by attracting and retaining the very best employees; providing a competitive salary and benefits package; maximizing employee training and educational opportunities.

GOAL 2

Continue to improve the efficiency and productivity of operations through the use of technology, innovation, teamwork and continual business process improvement.

GOAL 3

Deliver high-quality service and communications to external and internal customers by providing outstanding customer experience, communication and community engagement; regularly seeking feedback from citizens and employees through surveys, public forums and other outreach methods; and offering convenient methods for conducting business and communicating with the city.

GOAL 4

Be a responsible steward of the city's financial resources by providing services, rates and fees that represent a strong value to our citizens; providing timely, accurate and transparent financial reporting; and utilizing long-range planning.

FOCUS AREA 1

High Performing City Organization

Providing Exceptional, People Focused Services

GOAL 1

Develop a high-performance and diverse workforce by attracting and retaining the very best employees; providing a competitive salary and benefits package; maximizing employee training and educational opportunities.

	Action	Responsible Department	Target Date
1.1.1	Continue to ensure competitive compensation and benefits across the city by benchmarking against peer cities, evaluating city compensation plan ranges and adjustments, cost of living adjustments, and performance-based merits *This was determined to be a **High Priority** by city council during strategic planning*	Human Resources	On-going
1.1.2	Continue researching and developing community partnerships to discuss diversity and offer suggestions for inclusion within the city	City Secretary's Office	First Quarter (October - December 2022)
1.1.3	Implement a direct clinic model for the city employee's health benefit plan that will provide a timely health care option and provide cost savings for both employees and the city's healthcare plan	Human Resources	Second Quarter (January - March 2023)
1.1.4	Continue development of community partnerships to discuss diversity and offer suggestions of inclusion within the police department	Police	On-going

GOAL 2

Continue to improve the efficiency and productivity of operations through the use of technology, innovation, teamwork and continual business process improvement.

	Policy Action	Responsible Department	Target Date
1.2.1	Continue Lean Government program, which assesses operational performance and makes specific recommendations on how to improve projects linked directly to the city's strategic plan	Customer Service	on-going
1.2.2	Develop departmental key performance indicators (KPIs) and performance measurement data that can be used to understand operational effectiveness and guide decision making	Customer Service	Second Quarter (January - March 2023)
1.2.3	Perform cyber security threat assessment and implement necessary protocols to improve the city’s cyber security posture	Information Technology	Third Quarter (April - June 2023)
1.2.4	Improve network infrastructure to ensure capabilities for software as a service application and improve data redundancies	Information Technology	Third Quarter (April - June 2023)
1.2.5	Leverage technology to improve the city's credit card process to increase staff efficiency, improve the reconciliation process and strengthen internal controls	Legal & Purchasing	Second Quarter (January - March 2023)
1.2.6	Identify a vendor to implement new computer-aided dispatch and records management system to improve efficiency and public safety response services	Public Safety Communications	Fourth Quarter (July - September 2023)

GOAL 3

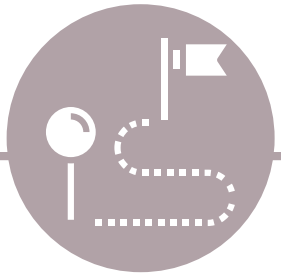
Deliver high-quality service and communications to external and internal customers by providing outstanding customer experience, communication and community engagement; regularly seeking feedback from citizens and employees through surveys, public forums and other outreach methods; and offering convenient methods for conducting business and communicating with the city.

	Action	Responsible Department	Target Date
1.3.1	Continually assess communications and engagement resources, processes, strategies and materials to seek ways to increase community stakeholder awareness and engagement *This was determined to be a **High Priority** by city council during strategic planning*	Community Service	on-going
1.3.2	Complete development and launch new city-wide 311 call center division supported by robust customer relationship management software *This was determined to be a **High Priority** by city council during strategic planning*	Customer Service	First Quarter (October - December 2022)
1.3.3	Develop communication tools to provide the public with updates on the status of the 2022 Bond Program Implementation	Community Services (Marketing and Communications)	on-going
1.3.4	Implement a citizen self-service portal to allow online inspection scheduling, online permit requests and online payment options	Development Services	Second Quarter (January - March 2023)

GOAL 4

Be a responsible steward of the city's financial resources by providing rates and fees that represent a strong value to our citizens; providing timely, accurate and transparent financial reporting; and utilizing long-range planning.

	Action	Responsible Department	Target Date
1.4.1	Develop a list of surplus city-owned property and provide the city council with options for potential sales of tracts *This was determined to be a **Top Priority** by city council during strategic planning*	Economic Development	Fourth Quarter (July - September 2023)
1.4.2	Continue implementation of the American Rescue Plan Act (ARPA) funding plan and reassess utilization of funds as needed	Finance	On-going
1.4.3	Review investment and debt policy and provide recommendations for improvement *This was determined to be a **Top Priority** by city council during strategic planning*	Finance	Second Quarter (January - March 2023)
1.4.4	Review city financial policies and provide recommendations for improvement *This was determined to be a **Top Priority** by city council during strategic planning*	Finance	Second Quarter (January - March 2023)
1.4.5	Begin implementation of city-wide enterprise resource planning (ERP) replacement to integrate data and processes from multiple city departments and consolidate them into one system to provide a more user-friendly and efficient way for the city to conduct business	Finance	First Quarter (October - December 2022)



FOCUS AREA 2

Dynamic & Preferred City

through Managed Growth

OBJECTIVE

To promote balanced residential and commercial development growth through long-term planning and zoning ordinances; develop and maintain public infrastructure in the city that improves mobility and connectivity; develop superior utility services and facilities; and promote sustainable development and job growth in the city.

GOAL 1

Attract and retain top-tier businesses to promote high-quality economic development by expanding and diversifying the tax base; and creating jobs that allow our residents to work where they live.

GOAL 2

Promote sustainable residential and commercial development through strategic and long-term planning; providing a business-friendly environment; continuing efficient development review process; and enhancing partnerships with the development community.

GOAL 3

Enhance connectivity and improve mobility by focusing on key street improvements and expanding capacity of existing transportation network, particularly within the SH 174 Corridor and the western portion of our city; improving roadway, bicycle and pedestrian infrastructure, and coordinating with Regional, State and Federal transportation partners for funding and support.

GOAL 4

Implement the city's Capital Improvement Program to improve the quality of life for residents through the completion of projects identified in the city’s master plans.

GOAL 5

Develop and maintain facilities and utility services that meet the needs of the community through strategic planning, long-term planning and best practices.

FOCUS AREA 2

Dynamic & Preferred City
through Managed Growth

GOAL 1

Attract and retain top-tier businesses to promote high-quality economic development by expanding and diversifying the tax base; and creating jobs that allow our residents to work where they live.

	Action	Responsible Department	Target Date
2.1.1	Consider revisions and updates to the city's economic development plan, which focuses on major retail, commercial and industrial corridors across the city *This was determined to be a **Top Priority** by city council during strategic planning*	Economic Development	Fourth Quarter (July - September 2023)
2.1.2	Begin development of the Hooper Business Park in Chisholm Summit *This was determined to be a **High Priority** by city council during strategic planning*	Economic Development	Third Quarter (April - June 2023)
2.1.3	Consider options to create a new industrial park in an effort to diversify the city's tax base and provide a more resilient local economy	Economic Development	Fourth Quarter (July - September 2023)
2.1.4	Continue efforts to attract new-to-market retail establishments	Economic Development	On-going

GOAL 2

Promote sustainable residential and commercial development through strategic and long-term planning; providing a business-friendly environment; continuing efficient development review process; and enhancing partnerships with the development community.

	Action	Responsible Department	Target Date
2.2.1	Complete voluntary annexation process and begin required infrastructure of Chisholm Summit Development *This was determined to be a **Top Priority** by city council during strategic planning*	City Manager's Office	Fourth Quarter (July - September 2023)
2.2.2	Complete revisions to the Subdivision Design Manual, which details requirements associated with construction of new subdivisions within the city *This was determined to be a **Top Priority** by city council during strategic planning*	Public Works	Fourth Quarter (July - September 2023)
2.2.3	Complete update to Zoning Ordinance, which ensures new development aligns with the strategic vision of the city *This was determined to be a **Top Priority** by city council during strategic planning*	Development Services	Second Quarter (January - March 2023)
2.2.4	Pursue the development of a new trade school within the city limits to provide training opportunities for skilled labor positions *This was determined to be a **Top Priority** by city council during strategic planning*	Economic Development	Fourth Quarter (July - September 2023)

GOAL 3

Enhance connectivity and improve mobility by focusing on key street improvements and expanding capacity of existing transportation network, particularly within the SH 174 Corridor and the western portion of our city; improving roadway, bicycle and pedestrian infrastructure, and coordinating with Regional, State and Federal transportation partners for funding and support.

	Action	Responsible Department	Target Date
2.3.1	Develop a pedestrian mobility plan to enhance connectivity to parks, sidewalks and schools *This was determined to be a **High Priority** by city council during strategic planning*	Public Works	Third Quarter (April - June 2023)
2.3.2	Coordinate with the Texas Department of Transportation (TXDOT) to finalize State Highway 174 Widening design and develop a construction schedule *This was determined to be a **High Priority** by city council during strategic planning*	Public Works	Fourth Quarter (July - September 2023)
2.3.3	Develop alternative development vision and action plans to reduce residential density in the Transit Oriented Development (TOD) area *This was determined to be a **Top Priority** by city council during strategic planning*	Development Services	Fourth Quarter (July - September 2023)
2.3.4	Begin implementation of Automated Traffic Management System as approved in the 2022 bond program	Public Works	Fourth Quarter (July - September 2023)

GOAL 4

Implement the city's Capital Improvement Program to improve the quality of life for residents through the completion of projects identified in the city's master plans.

	Action	Responsible Department	Target Date
2.4.1	Finalize design and begin construction of Intelligent Traffic System (ITS) and Traffic Management Center (TMC), allowing the city to control signal timing along SH174	Public Works	Second Quarter (January - March 2023)
2.4.2	Finalize design and complete construction to improve the condition of multiple residential streets throughout the city	Public Works	Fourth Quarter (July - September 2023)
2.4.3	Finalize design for bridge connecting Alsbury Boulevard to CR1020	Public Works	Second Quarter (January - March 2023)
2.4.4	Finalize design and complete construction of various sidewalk segments, with a focus on improving pedestrian connectivity throughout the city	Public Works	Fourth Quarter (July - September 2023)
2.4.5	Design and construct additional left turn lane and new traffic signal to enhance traffic conditions at Lakewood and SH174	Public Works	Fourth Quarter (July - September 2023)
2.4.6	Approved design contract for Alsbury Boulevard extension to Lakewood Drive	Public Works	Second Quarter (January - March 2023)

GOAL 5

Develop and maintain facilities and utility services that meet the needs of the community through strategic planning, long-term planning and best practices.

	Action	Responsible Department	Target Date
2.5.1	Continue working with the City of Fort Worth to develop an agreement that addresses future water supply needs for the City of Burleson, establishes the capacity of all water lines currently serving the city and outlines terms for the purchase of any future additional needed capacity	Public Works	on-going
2.5.2	Update the Water and Sewer Master Plan to identify options to expand services to the western portion of the city	Public Works	First Quarter (October - December 2022)
2.5.3	Develop an assessment of city facilities and outline future improvement and spacing needs *This was determined to be a **Top Priority** by city council during strategic planning*	Public Works	Fourth Quarter (July - September 2023)
2.5.4	Finalize design for proposed city hall renovation and initiate construction improvements	Public Works	Third Quarter (April - June 2023)



FOCUS AREA 3

Beautiful, Safe & Vibrant Community

OBJECTIVE

Provide a beautiful, safe and vibrant community for those that live, learn, work and play in the City of Burleson by focusing on beautification programs; providing public art that enhances the community's visual appeal and uniqueness; providing crime prevention and community risk reduction programs; emergency preparedness; and emergency response services.

GOAL 1

Encourage a clean and healthy community through the promotion of positive behaviors, sustainable practices, outreach programs and city services.

GOAL 2

Encourage placemaking and a sense of belonging in our neighborhoods, parks and key commercial districts by focusing on long-range planning, comprehensive elements and public art.

GOAL 3

Enhance emergency response services provided to the community, including emergency medical, police, fire and public dispatch services.

GOAL 4

Ensure equipment and personnel needs are being met, including staffing and training.

GOAL 5

Continue community policing and risk reduction programs that create strong partnerships with the public to promote safety throughout the community.

FOCUS AREA 3

Beautiful, Safe & Vibrant Community

GOAL 1

Encourage a clean and healthy community through the promotion of positive behaviors, sustainable practices, outreach programs and city services.

	Action	Responsible Department	Target Date
3.1.1	Consider options and partnerships for the placement of digital signs in the community	City Manager's Office	Fourth Quarter (July - September 2023)
3.1.2	Develop a Façade Improvement Program to incentivize the redevelopment of commercial districts	Development Services	Third Quarter (April - June 2023)
3.1.3	Update and increase participation in the Adopt-A-Spot program to enhance community beautification	Neighborhood Services (Environmental Services Division)	Third Quarter (April - June 2023)
3.1.4	Develop partnerships and incentives to increase urban canopy throughout the city	Neighborhood Services (Environmental Services Division)	Second Quarter (January - March 2023)

GOAL 2

Encourage placemaking and a sense of belonging in our neighborhoods, parks and key commercial districts by focusing on long-range planning, comprehensive elements and public art.

	Action	Responsible Department	Target Date
3.2.1	Develop a policy and funding plan to continue and enhance public art within the community	Neighborhood Services	First Quarter (October - December 2022)
3.2.2	Coordinate with development partners to create a vision for the Hidden Creek corridor and outline possible options *This was determined to be a **Top Priority** by city council during strategic planning*	City Manager's Office	Second Quarter (January - March 2023)
3.2.3	Identify location and amenities to establish a community park	Parks and Recreation	Fourth Quarter (July - September 2023)
3.2.4	Identify potential options for the renovation or relocation of existing softball practice fields located on Hidden Creek Parkway	Parks and Recreation	Second Quarter (January - March 2023)

GOAL 3

Enhance emergency response services provided to the community, including emergency medical, police, fire and public dispatch services.

	Action	Responsible Department	Target Date
3.3.1	Take necessary steps to transition to fire-based emergency medical services *This was determined to be a **High Priority** by city council during strategic planning*	Fire	Fourth Quarter (July - September 2023)
3.3.2	Complete staff analysis for police department to determine personnel and facility needs and begin implementation of recommendations	Police	First Quarter (October - December 2022)
3.3.3	Select architect and begin design of police department facility expansion *This was determined to be a **High Priority** by city council during strategic planning*	Police	First Quarter (October - December 2022)
3.3.4	Enhance efforts to ensure the community is prepared for emergencies	Fire (Emergency Management)	Third Quarter (April - June 2023)
3.3.5	Partner with fire department and medical director to establish emergency medical dispatch (EMD) protocols	Public Safety Communications	Fourth Quarter (July - September 2023)
3.3.6	Obtain Texas Commission on Law Enforcement (TCOLE) Telecommunication Agency credentials	Public Safety Communications	Fourth Quarter (July - September 2023)

GOAL 4

Ensure equipment and personnel needs are being met, including staffing, support and training.

	Action	Responsible Department	Target Date
3.4.1	Establish a location for future fire station #4 to support growth in the western portion of the city *This was determined to be a **High Priority** by city council during strategic planning*	Fire	First Quarter (October - December 2022)
3.4.2	Enhance school safety by increasing the number of school resource officers (SRO) to support Burleson ISD's safety plan	Police	First Quarter (October - December 2022)
3.4.3	Consider staff and equipment needs in accordance with third-party staff analysis	Police	Second Quarter (January - March 2023)
3.4.4	Increase staff in fire and public safety communications to prepare for the transition of emergency medical services (EMS)	Fire/Public Safety Communications	Second Quarter (January - March 2023)
3.4.5	Partner with consulting firm and stakeholders to research and select a new Computer-Aided Dispatch (CAD), Mobile Data System (MDS) and Records Management System (RMS) suite	Public Safety Communications	Second Quarter (January - March 2023)

GOAL 5

Continue community policing and risk reduction programs that create strong partnerships with the public to promote safety throughout the community.

	Action	Responsible Department	Target Date
3.5.1	Evaluate the need and potential options for establishing a rental registration and inspection program	Neighborhood Services	Third Quarter (April - June 2023)
3.5.2	Cultivate partnerships with local nonprofits and develop a Community Safety Action Plan to support and prepare the community in the event of emergencies and national disaster *This was determined to be a **High Priority** by city council during strategic planning*	Fire (Emergency Management)	First Quarter (October - December 2022)
3.5.3	Continue to enhance Community Risk Reduction efforts (drowning prevention, CPR, Stop the Bleed, etc.), making our city a safer place to live, work and visit	Fire (Community Risk Reduction Divison)	Fourth Quarter (July - September 2023)
3.5.4	Upgrade the city's outdoor warning system to interface with the Everbridge communication platform, which will automatically issue National Weather Service warnings	Fire (Emergency Management)	Second Quarter (January - March 2023)

FOCUS AREA 4

Great Place to Live

through Expanded Quality of Life Amenities

OBJECTIVE

To make the City of Burleson a premier place to live, learn and play by providing outstanding cultural, recreational and educational opportunities that enrich the lives of our residents.

GOAL 1

Provide high-quality parks for residents by expanding park amenities and options; enhancing city's trail network; and improving access to parks facilities.

GOAL 2

Provide high-quality recreation opportunities, events and facilities for residents by expanding programs and options for all ages and abilities that enrich the quality of life for residents.

GOAL 3

Provide outstanding cultural, educational and entertainment opportunities by cultivating mutually beneficial partnerships with area education and government entities, the business community, and not-for-profits.

FOCUS AREA 4

Great Place to Live
through Expanded Quality of Life Amenities

GOAL 1

Provide high-quality parks for residents by expanding park amenities and options; enhancing city's trail network; and improving access to parks facilities.

	Action	Responsible Department	Target Date
4.1.1	Develop a 5-year capital program based on the Parks Master Plan *This was determined to be a **High Priority** by city council during strategic planning*	Parks and Recreation	Fourth Quarter (July - September 2023)
4.1.2	Complete design and begin construction for Village Creek trail to improve interconnectivity to the current trail system	Parks and Recreation	Third Quarter (April - June 2023)
4.1.3	Finalize design and begin construction for Shannon Creek Park	Parks and Recreation	Third Quarter (April - June 2023)
4.1.4	Renovate and refurbish park amenities in neighborhood parks throughout the city	Parks and Recreation	Fourth Quarter (July - September 2023)

GOAL 2

Provide high-quality recreation opportunities, events and facilities for residents by expanding programs and options for all ages and abilities that enrich the quality of life for residents.

	Action	Responsible Department	Target Date
4.2.1	Develop vision and create options for a Community Multi-Purpose Art Center space *This was determined to be a **Top Priority** by city council during strategic planning*	City Manager's Office	Fourth Quarter (July - September 2023)
4.2.2	Utilize a consultant to complete an analysis to identify long-term library facility and service delivery methods *This was determined to be a **Top Priority** by city council during strategic planning*	Community Services (Public Library)	Third Quarter (April - June 2023)
4.2.3	Develop options to increase teen recreational programming in the city's library and recreational facilities *This was determined to be a **High Priority** by city council during strategic planning*	Community Services (Public Library)/Parks and Recreation	Second Quarter (January - March 2023)
4.2.4	Enhance programming at the Senior Activity Center to offer additional activities to increase center utilization	Community Services (Senior Activity Center)	Third Quarter (April - June 2023)
4.2.5	Pursue mobile programming and services for recreation opportunities to ensure all areas of the community are provided city resources	Community Services (Public Library)/Parks and Recreation	Third Quarter (April - June 2023)

GOAL 3

Provide outstanding cultural, educational and entertainment opportunities by cultivating mutually beneficial partnerships with area education and government entities, the business community, and not-for-profits.

	Action	Responsible Department	Target Date
4.3.1	Install a video system in the Mayor Vera Calvin Plaza to showcase city events to visitors and those in our community with sensory sensitivities or disabilities	Community Services (Marketing and Communications)	First Quarter (October - December 2022)
4.3.2	Begin construction of Alley Cats Entertainment facility and continue to work with the development community to develop family entertainment venues	Economic Development	First Quarter (October - December 2022)
4.3.3	Partner with Burleson ISD to successfully transfer Hill College to the former Kerr Middle School site	City Manager's Office	Third Quarter (April - June 2023)
4.3.4	Evaluate Hotel/Motel Occupancy Tax policy to enhance and attract community events and festivals to our community	Economic Development	Third Quarter (April - June 2023)
4.3.5	Consider options and incentives to partner with the development community to build a convention/civic center	City Manager's Office	Third Quarter (April - June 2023)

City Council Regular Meeting

DEPARTMENT: **Legal**

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

MEETING: **September 6, 2022**

SUBJECT:

Consider approval of an ordinance authorizing a negotiated settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division regarding the company's 2022 rate review mechanism filing; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the attached settlement tariffs to be just and reasonable and in the public interest; approving an attachment establishing a benchmark for pensions and retiree medical benefits; requiring the company to reimburse ACSC's reasonable ratemaking expenses; determining that this ordinance was passed in accordance with the requirements of the Texas Open Meetings Act; adopting a savings clause; declaring an effective date; and requiring delivery of the ordinance to the company and ACSC's legal counsel. (First Reading) *(Staff Contact: Matt Ribitzki, Deputy City Attorney/Compliance Manager)*

SUMMARY:

Background

The City, along with 181 other Mid-Texas cities served by Atmos Energy Corporation, Mid-Tex Division ("Atmos Mid-Tex" or "Company"), is a member of the Atmos Cities Steering Committee ("ACSC"). In 2007, ACSC and Atmos Mid-Tex settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism ("RRM"), as a substitute for future filings under the GRIP statute.

Since 2007, there have been several modifications to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an ordinance adopted by ACSC members in 2018. On or about April 1, 2022, the Company filed a rate request pursuant to the RRM Tariff adopted by ACSC members. The Company claimed that its cost-of-service in a test year ending December 31, 2021, entitled it to additional system-wide revenues of $141.3 million.

Application of the standards set forth in ACSC's RRM Tariff reduces the Company's request to $115 million, $83.26 million of which would be applicable to ACSC members. ACSC's

consultants concluded that the system-wide deficiency under the RRM regime should be $95.8 million instead of the claimed $141.3 million.

The Executive Committee recommends a settlement at $115 million. The Effective Date for new rates is October 1, 2022. ACSC members should take action approving the Ordinance before September 30, 2022.

Rate Tariffs

Atmos generated rate tariffs attached to the Ordinance will generate $115 million in additional revenues. Atmos also prepared a Proof of Revenues supporting the settlement figures. ACSC consultants have agreed that Atmos' Proof of Revenues is accurate.

Bill Impact

The impact of the settlement on average residential rates is an increase of $4.60 on a monthly basis, or 6.7 percent. The increase for average commercial usage will be $14.34 or 4.3 percent. Atmos provided bill impact comparisons containing this figures.

Summary of ACSC's Objection to the Utilities Code Section 104.301 GRIP Process

ACSC strongly opposed the GRIP process because it constitutes piecemeal ratemaking by ignoring declining expenses and increasing revenues while rewarding the Company for increasing capital investment on an annual basis. The GRIP process does not allow any review of the reasonableness of capital investment and does not allow cities to participate in the Railroad Commission's review of annual GRIP filings or allow recovery of Cities' rate case expenses. The Railroad Commission undertakes a mere administrative review of GRIP filings (instead of a full hearing) and rate increases go into effect without any material adjustments. In ACSC's view, the GRIP process unfairly raises customers' rates without any regulatory oversight. In contrast, the RRM process has allowed for a more comprehensive rate review and annual evaluation of expenses and revenues, as well as capital investment.

RRM Savings Over GRIP

While residents outside municipal limits must pay rates governed by GRIP, there are some cities served by Atmos Mid-Tex that chose to remain under GRIP rather than adopt RRM. Additionally, the City of Dallas adopted a variation of RRM which is referred to as DARR. When new rates become effective on October 1, 2022, ACSC residents will maintain an economic monthly advantage over GRIP and DARR rates.

Comparison to Other Mid-Tex Rates (Residential)

	Average Bill	Compared to RRM Cities
RRM Cities:	$73.22	-
DARR:	$71.96	($1.26)
ATM Cities:	$78.72	$5.50
Environs:	$78.53	$5.31

Note: DARR rate is as-filed 1/22/22. Also note that DARR uses a test year ending in September rather than December.

Conclusion

The Legislature's GRIP process allowed gas utilities to receive annual rate increases associated with capital investments. The RRM process has proven to result in a more efficient and less costly (both from a consumer rate impact perspective and from a ratemaking perspective) than the GRIP process. Given Atmos Mid-Tex's claim that its historic cost of service should entitle it to recover $141.3 million in additional system-wide revenues, the RRM settlement at $115 million for ACSC Cities reflects substantial savings to ACSC Cities. Settlement at $115 million is fair and reasonable. The ACSC Executive Committee consisting of city employees of 18 ACSC members urges all ACSC members to pass the Ordinance before September 30, 2022. New rates become effective October 1, 2022.

OPTIONS:

1) Approve the ordinance.
2) Deny the ordinance.

RECOMMENDATION:

None.

FISCAL IMPACT:

n/a

STAFF CONTACT:

Matt Ribitzki
Deputy City Attorney/Compliance Manager
mribitzki@burlesontx.com
817-426-9664

Ordinance Approving the Settlement on the Atmos 2022 Rate Review Mechanism Filing

PRESENTED TO THE CITY COUNCIL ON SEPTEMBER 6, 2022

The Settlement of the 2022 Atmos RRM Filing

- The City, along with 181 other Mid-Texas cities served by Atmos Energy Corporation, Mid-Tex Division, is a member of the Atmos Cities Steering Committee.
- On April 1, 2022, the Atmos filed a rate adjustment request. Atmos claimed that it's entitled to additional system-wide revenues of $141.3 million.
- The Steering Committee negotiated with Atmos, and recommend a settlement at $115 million in additional revenues.
- The effective date for the new rates is October 1, 2022, so any ordinance approving the settlement must be approved by September 30th.
- The impact of the settlement on average residential rates is an increase of $4.60 on a monthly basis, or 6.7 percent. The increase for average commercial usage will be $14.34 or 4.3 percent.
- Residents in the City and other member cities of ACSC maintain an economic monthly advantage on their Atmos bill over other residents served by Atmos Mid-Tex.

The Settlement of the 2022 Atmos RRM Filing

Approve or Deny an Ordinance:

- Authorizing a negotiated settlement between the Atmos Cities Steering Committee and Atmos Energy Corp., Mid-Tex Division regarding the company's 2022 rate review mechanism filing

- Staff recommends approval

ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE ("ACSC") AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY'S 2022 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHMENT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; REQUIRING THE COMPANY TO REIMBURSE ACSC'S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE ACSC'S LEGAL COUNSEL.

WHEREAS, the City of Burleson, Texas ("City") is a gas utility customer of Atmos Energy Corp., Mid-Tex Division ("Atmos Mid-Tex" or "Company"), and a regulatory authority with an interest in the rates, charges, and services of Atmos Mid-Tex; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee ("ACSC"), a coalition of similarly-situated cities served by Atmos Mid-Tex ("ACSC Cities") that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a Rate Review Mechanism ("RRM") tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program ("GRIP") process instituted by the

Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, the current RRM tariff was adopted by the City in a rate ordinance in 2018; and

WHEREAS, on about April 1, 2022, Atmos Mid-Tex filed its 2022 RRM rate request with ACSC Cities based on a test year ending December 31, 2021; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2022 RRM filing through its Executive Committee, assisted by ACSC's attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of $115 million on a system-wide basis with an Effective Date of October 1, 2022; and

WHEREAS, ACSC agrees that Atmos plant-in-service is reasonable; and

WHEREAS, with the exception of approved plant-in-service, ACSC is not foreclosed from future reasonableness evaluation of costs associated with incidents related to gas leaks; and

WHEREAS, the attached tariffs (Attachment 1) implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the settlement agreement sets a new benchmark for pensions and retiree medical benefits (Attachment 2); and

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications;

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

Section 1. That the findings set forth in this Ordinance are hereby in all things approved.

Section 2. That, without prejudice to future litigation of any issue identified by ACSC, the City Council finds that the settled amount of an increase in revenues of $115 million on a system-wide basis represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2022 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

Section 3. That despite finding Atmos Mid-Tex's plant-in-service to be reasonable, ACSC is not foreclosed in future cases from evaluating the reasonableness of costs associated with incidents involving leaks of natural gas.

Section 4. That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Attachment 1, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional $115 million on a system-wide basis, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

Section 5. That the ratemaking treatment for pensions and retiree medical benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Attachment 2, attached hereto and incorporated herein.

Section 6. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of ACSC in processing the Company's 2022 RRM filing.

Section 7. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Ordinance, it is hereby repealed.

Section 8. That the meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 9. That if any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

Section 10. That consistent with the City Ordinance that established the RRM process, this Ordinance shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after October 1, 2022.

Section 11. That a copy of this Ordinance shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Thomas Brocato, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

ORDINANCE

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE _____ DAY OF ____ _____, 2022.

_____
Chris Fletcher, Mayor

ATTEST:

_____
Amanda Campos, City Secretary

APPROVED AS TO FORM:

_____
E. Allen Taylor, Jr., City Attorney

ATTACHMENT 1

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**R – RESIDENTIAL SALES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2022**	

Application
Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service
Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	$ 21.55 per month
Rider CEE Surcharge	$ 0.05 per month[1]
Total Customer Charge	$ 21.60 per month
Commodity Charge – All Ccf	$0.36223 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement
An Agreement for Gas Service may be required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

[1]Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2022.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**C – COMMERCIAL SALES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2022**	

Application
Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

Type of Service
Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	$ 63.50 per month
Rider CEE Surcharge	($ 0.01) per month[1]
Total Customer Charge	$ 63.49 per month
Commodity Charge – All Ccf	$ 0.14137 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement
An Agreement for Gas Service may be required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

[1] Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2022.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**I – INDUSTRIAL SALES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2022**	

Application
Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 3,500 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 3,500 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service
Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Meter	$ 1,204.50 per month
First 0 MMBtu to 1,500 MMBtu	$ 0.4939 per MMBtu
Next 3,500 MMBtu	$ 0.3617 per MMBtu
All MMBtu over 5,000 MMBtu	$ 0.0776 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailment Overpull Fee
Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index
In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**I – INDUSTRIAL SALES**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2022**	

Agreement
An Agreement for Gas Service may be required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions
In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**T – TRANSPORTATION**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2022**	

Application
Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

Type of Service
Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	$ 1,204.50 per month
First 0 MMBtu to 1,500 MMBtu	$ 0.4939 per MMBtu
Next 3,500 MMBtu	$ 0.3617 per MMBtu
All MMBtu over 5,000 MMBtu	$ 0.0776 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Imbalance Fees
All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees
Customer shall pay Company the greater of (i) $0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**T – TRANSPORTATION**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2022**	

Curtailment Overpull Fee
Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index
In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement
A transportation agreement is required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions
In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RIDER:	**WNA – WEATHER NORMALIZATION ADJUSTMENT**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2022**	

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

i = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification

$WNAF_i$ = Weather Normalization Adjustment Factor for the ith rate schedule or classification expressed in cents per Ccf

R_i = Commodity Charge rate of temperature sensitive sales for the ith schedule or classification.

HSF_i = heat sensitive factor for the ith schedule or classification divided by the average bill count in that class

NDD = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.

ADD = billing cycle actual heating degree days.

Bl_i = base load sales for the ith schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the jth customer in ith rate schedule is computed as:

$WNA_i = WNAF_i \times q_{ij}$

Where q_{ij} is the relevant sales quantity for the jth customer in ith rate schedule.

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RIDER:	**WNA – WEATHER NORMALIZATION ADJUSTMENT**	
APPLICABLE TO:	**ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2022**	

Base Use/Heat Use Factors

	Residential		Commercial	
Weather Station	Base use Ccf	Heat use Ccf/HDD	Base use Ccf	Heat use Ccf/HDD
Abilene	10.58	0.1422	88.85	0.6666
Austin	9.90	0.1372	233.56	0.7819
Dallas	14.17	0.1938	186.38	0.9394
Waco	10.07	0.1308	140.10	0.7170
Wichita Falls	11.43	0.1398	131.57	0.5610

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at atmosenergy.com/mtx-wna, in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

ATTACHMENT 2

ATMOS ENERGY CORP., MID-TEX DIVISION
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL
TEST YEAR ENDING DECEMBER 31, 2021

Line No.	Description	Shared Services		Mid-Tex Direct			Adjustment Total
		Pension Account Plan	Post-Employment Benefit Plan	Pension Account Plan	Supplemental Executive Benefit Plan	Post-Employment Benefit Plan	
		(a)	(b)	(c)	(d)	(e)	(f)	(g)
	Proposed Benefits Benchmark - Fiscal Year 2022 Willis Towers Watson						
1	Report as adjusted (1) (2) (3)	$ 1,715,323	$ 982,708	$ 3,137,022	$ 313,319	$ (341,412)	
2	Allocation to Mid-Tex	44.72%	44.72%	76.88%	100.00%	76.88%	
3	Proposed Benefits Benchmark Costs Allocated to Mid-Tex (Ln 1 x Ln 2)	$ 767,038	$ 439,436	$ 2,411,882	$ 313,319	$ (262,493)	
4	O&M and Capital Allocation Factor	100.00%	100.00%	100.00%	100.00%	100.00%	
5	Proposed Benefits Benchmark Costs to Approve (Ln 3 x Ln 4) (3)	$ 767,038	$ 439,436	$ 2,411,882	$ 313,319	$ (262,493)	$ 3,669,182
6							
7							
8	Summary of Costs to Approve (1):						
9							
10	O&M Expense Factor (WP_F-2.3, Ln 2)	79.88%	79.88%	38.60%	11.00%	38.60%	
11							
12							
13	Total Pension Account Plan	$ 612,700		$ 931,100			$ 1,543,800
14	Total Post-Employment Benefit Plan		$ 351,016			$ (101,335)	249,681
15	Total Supplemental Executive Benefit Plan				$ 34,465		34,465
16	Total (Ln 13 + Ln 14 + Ln 15)	$ 612,700	$ 351,016	$ 931,100	$ 34,465	$ (101,335)	$ 1,827,946
17							
18	Notes:						
19	1. Studies not applicable to Mid-Tex or Shared Services are omitted.						
	2. Mid-Tex is proposing that the Fiscal Year 2022 Willis Towers Watson actuarial amounts shown on WP_F-2.3 and WP_F-2.3.1, be approved by the RRM Cities as the benchmark amounts to be used to calculate the regulatory asset or liability for future periods. The benchmark amount approved by the RRM Cities for future periods includes only the expense amount.						
20	The amount attributable to capital is recorded to utility plant through the overhead process as described in the CAM.						
21	3. SSU amounts exclude cost centers which do not allocate to Mid-Tex for rate making purposes.						

City Council Regular Meeting

DEPARTMENT: **Police**

FROM: **Billy J. Cordell, Chief of Police**

MEETING: **September 6, 2022**

SUBJECT:

Consider approval of a resolution accepting Burleson Animal Emergency Hospital's offer to provide free care and treatment to Burleson Police Department K-9 Officer Sonic. (*Staff Contact: Billy J. Cordell, Chief of Police)*

SUMMARY:

The Burleson Police Department obtained approval for the allocation of a K-9 officer and associated K-9 during FY21-22. Through an interview process, the department has selected the K-9 officer, whom has subsequently selected their K-9 (Sonic). Part of this new initiative was to select a provider for veterinary services. Through conversations with Animal Control, the Burleson Animal Emergency Hospital was identified as an existing provider for the City of Burleson. After meeting with the Burleson Animal Emergency Hospital, they extended an offer to donate the care and treatment for Sonic during the first year of his tour.

OPTIONS:

1) Adopt the resolution as written
2) Amend the resolution
3) Reject the resolution

RECOMMENDATION:

It is the department's recommendation to adopt the resolution

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

None

FISCAL IMPACT:

None

STAFF CONTACT:

Billy J. Cordell
Chief of Police
bcordell@burlesontx.com
817-426-9912

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, ACCEPTING BURLESON ANIMAL EMERGENCY HOSPITAL'S OFFER TO PROVIDE FREE CARE AND TREAMENT TO BURLESON POLICE DEPARTMENT K-9 OFFICER SONIC.

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, Burleson Animal Emergency Hospital has generously offered to donate care and treatment for Burleson Police Department K-9 officer Sonic during his first year as an officer in the line of duty; and

WHEREAS, the City desires to accept Burleson Animal Emergency Hospital's generous offer.

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

Section 1.

The City hereby accepts Burleson Animal Emergency Hospital's generous offer to donate care and treatment for Burleson Police Department K-9 officer Sonic as specified in their letter attached as Exhibit "A", attached hereto and incorporated herein by reference for all purposes.

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:

_____
Amanda Campos, City Secretary

APPROVED AS TO LEGAL FORM:

_____
E. Allen Taylor, Jr., City Attorney

EXHIBIT "A"

Burleson Animal Emergency Hospital

Burleson Animal Emergency Hospital
12600 South Fwy, Burleson, TX 76028
(817) 900-2000

To Whom it May Concern:

Burleson Animal Emergency Hospital, would like to partner with Burleson Police Department for their K9 police officers.

We would like to donate the care and treatment for Sonic for the first year of him being in the line of duty.

Thank you so much for allowing our hospital and team members to be a part of this journey. We appreciate everything that your entire force does and we wish Sonic a safe career.

For any questions or concerns, please reach out to:

Kaycee Stanley
Practice Manager
Burleson Animal Emergency Hospital
12600 S. Freeway
Burleson, Texas 76028
817-900-2000

City Council Regular Meeting

DEPARTMENT: **PUBLIC WORKS**

FROM: **Eric Oscarson, Public Works Director**

MEETING: **September 6, 2022**

SUBJECT:

Consider approval of a contract for the application of Pavement Rejuvenator by Pavement Restoration Inc. in an amount not to exceed $300,000. (*Staff Contact: Eric Oscarson, Public Works Director*)

SUMMARY:

The City maintains approximately 215 miles of paved roadway, (~111 miles asphalt pavement, and ~104 miles concrete pavement). For asphalt pavement, the City has used a treatment called pavement rejuvenation to help extend the life of the pavement four (4) to six (6) years or more. This is a primary aspect of the City's overall street maintenance program.

Pavement rejuvenation consists of the application of a proprietary maltene-based asphalt rejuvenator called Reclamite by a distributor truck to the surface of the asphalt pavement. This material is then allowed to penetrate the surface of the pavement to replenish the lost maltenes, restoring the pavement's flexibility in order to retard the pavement's aging process. Immediately following the application, the pavement is treated with sand to facilitate re-opening of the roadway to traffic. The sand is subsequently swept up within two days, completing the treatment process.

Candidate streets for this treatment are those with a Pavement Condition Index (PCI) rating of sixty (60) to ninety (90) on a one hundred (100) point scale. Generally, candidates for rejuvenator application will exhibit a mostly structurally-sound base with a moderately comfortable riding surface, some cracking, and minimal pavement failures. Given available funding, staff expects to treat about 17 miles or 240,000 square yards of roadway with this contract.

This is a sole source provider contract for this material and application. While other products claim rejuvenation, staff has not found a product that achieves equivalent pavement surface penetration and subsequent maltene replacement. Tricor Refining, LLC, maker of the proprietary product, has established Pavement Restoration Inc. as the sole source applicator in the State of Texas. A sole source letter is attached.

The pricing received matches existing contracts in the North Central Texas area, including the City of Irving. The cost per square yard is $1.25.

OPTIONS:

1) Approve a contract for the application of Pavement Rejuvenator by Pavement Restoration Inc. in an amount not to exceed $300,000.00.
2) Deny a contract for the application of Pavement Rejuvenator by Pavement Restoration Inc. in an amount not to exceed $300,000.00.

RECOMMENDATION:

Approve a contract for the application of Pavement Rejuvenator by Pavement Restoration Inc. in an amount not to exceed $300,000.00.

FISCAL IMPACT:

Budgeted Y/N: Yes
Fund Name: General Fund
Full Account #'s: 001-4017-432.41-03
Amount: $300,000.00
Project (if applicable):
Financial Consideration:

STAFF CONTACT:

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

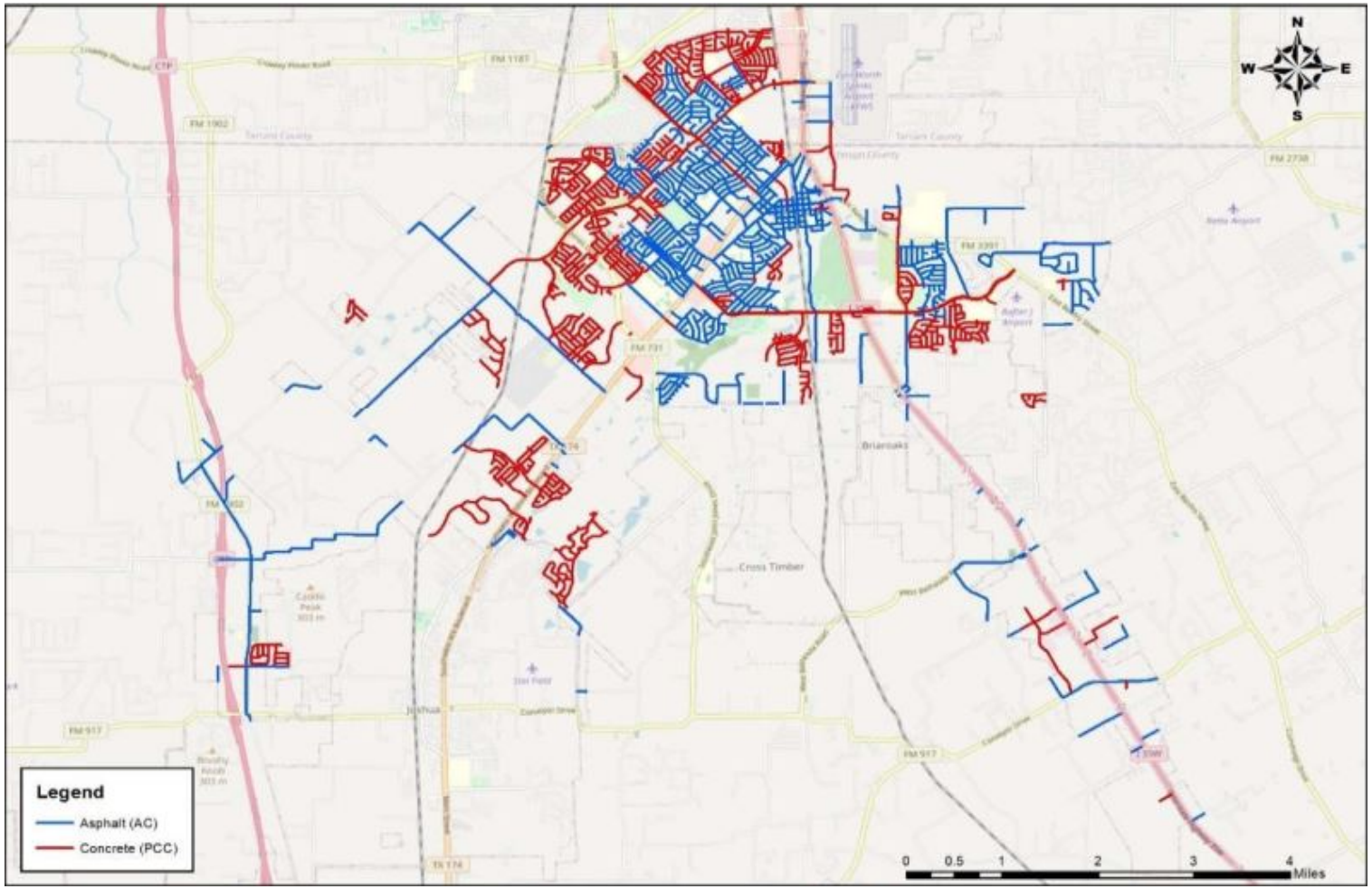


ANNUAL ASPHALT PAVEMENT REJUVENATOR CONTRACT



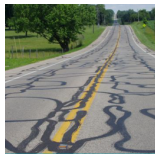
ERIC OSCARSON, DIRECTOR OF PUBLIC WORKS

BACKGROUND



- 215 paved miles
  - ~111 miles asphalt (blue)
  - ~104 miles concrete (red)
- Typical street service life
  - Asphalt 30 - 40 years
  - Concrete 40 -50 years
- Consistent and timely preventive maintenance is critical

MAINTENANCE & REPAIR METHODS



CRACK SEALING ($)

Most common method used to reduce water reaching sub-grade on certain types of cracking on either asphalt or concrete pavement



FULL DEPTH RECLAMATION ($$$$$)

Most expensive and used exclusively on failed and severely distressed asphalt or concrete pavement



MICRO SURFACE ($$)

Similar to painting with small crushed stone for improved traction on asphalt streets - seals but does not penetrate



MILL AND OVERLAY($$$$$)

Multi-step and heavy equipment-intense method typically used on asphalt streets when distresses can not be resolved and surfaces must be removed



OVERLAY ASPHALT ONLY ($$$$)

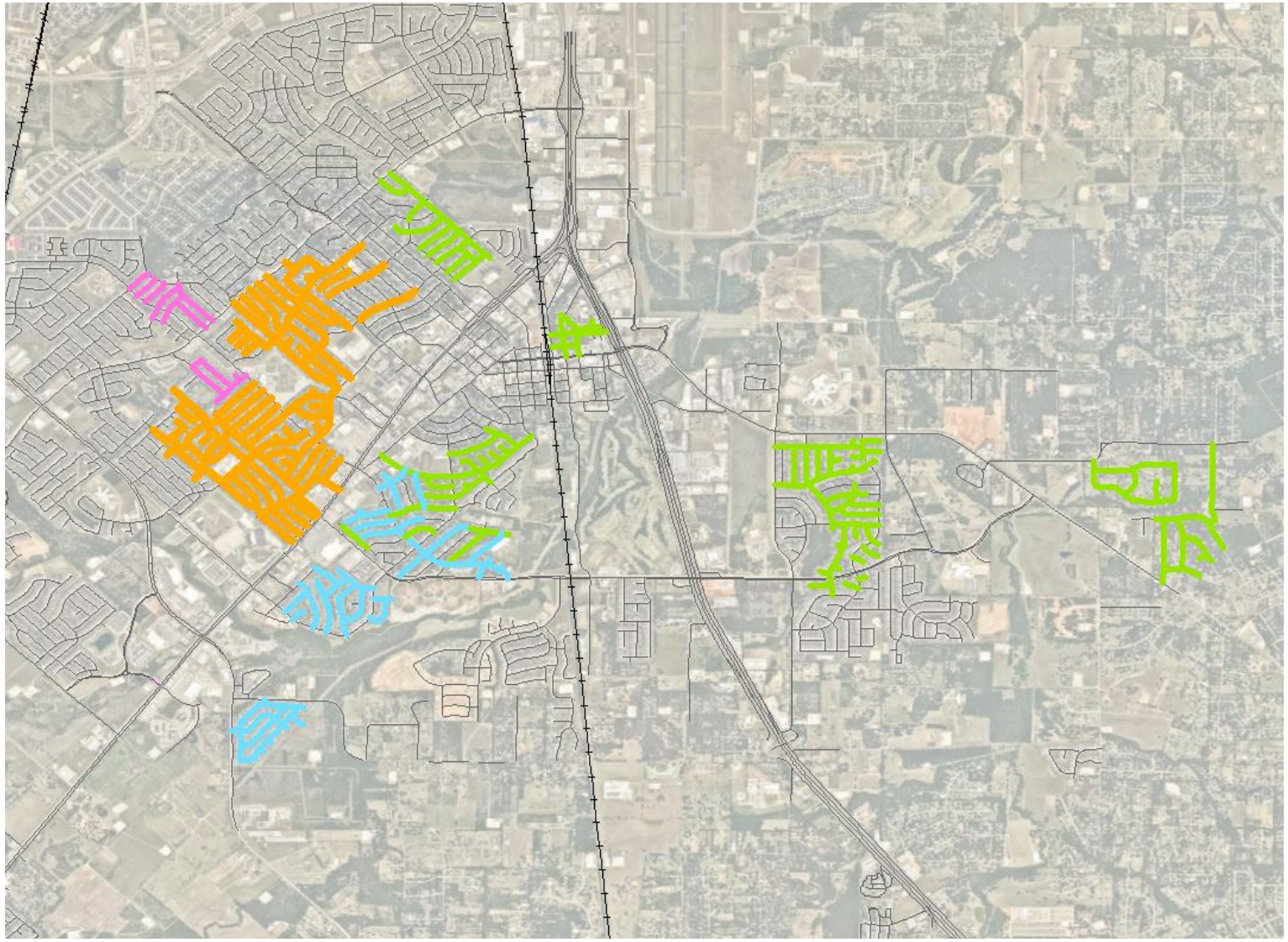
Thin asphalt placed on asphalt pavement with good sub-grade



REJUVENATOR ($$)

Effective method that cleans, penetrates, and seals asphalt pavement surfaces to extend life 4 to 6 Years

BACKGROUND



111 miles of asphalt streets

- Pavement Condition Index (PCI) ratings range from 17 to 100 on 100 point scale
- Average PCI is 75

Asphalt streets with PCI between 60 to 90 may be candidates for the Rejuvenator treatment:

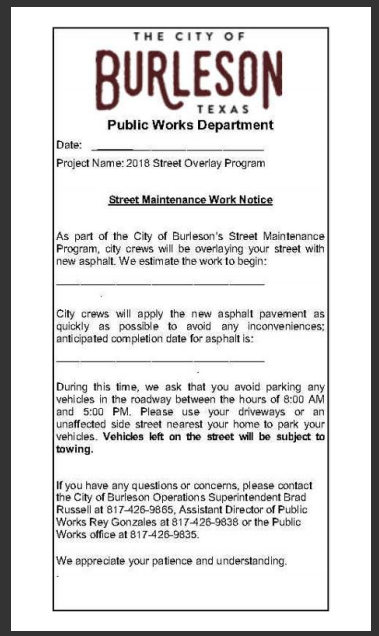
- Restores flexibility
- Stops raveling
- Stripping of aggregate
- Limits surface cracking

Rejuvenator treatment has been used over the past decade in Burleson to effectively extend service lives of 22 miles of asphalt streets

This action proposes a contract to treat an additional 17 miles (candidates in Orange)

Staff is working to identify the best / final street selection from the candidate list by Mid-September

REJUVENATOR TREATMENT OVERVIEW



THE CITY OF
BURLESON
TEXAS
Public Works Department

Date: _____

Project Name: 2018 Street Overlay Program

Street Maintenance Work Notice

As part of the City of Burleson's Street Maintenance Program, city crews will be overlaying your street with new asphalt. We estimate the work to begin:

_____

City crews will apply the new asphalt pavement as quickly as possible to avoid any inconveniences; anticipated completion date for asphalt is:

_____

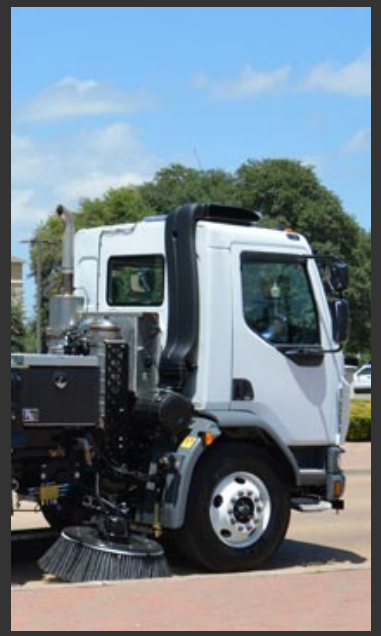
During this time, we ask that you avoid parking any vehicles in the roadway between the hours of 8:00 AM and 5:00 PM. Please use your driveways or an unaffected side street nearest your home to park your vehicles. **Vehicles left on the street will be subject to towing.**

If you have any questions or concerns, please contact the City of Burleson Operations Superintendent Brad Russell at 817-426-9865, Assistant Director of Public Works Rey Gonzales at 817-426-9838 or the Public Works office at 817-426-9835.

We appreciate your patience and understanding.

NOTIFICATION

Social Media, Door Hanger & Website



CLEANING



APPLICATION



SAND

Protect Treatment

Provide Traction



SWEEPING

Within 48 hours



COMPLETION TIME LINE

Total Project Estimated 3 weeks

441

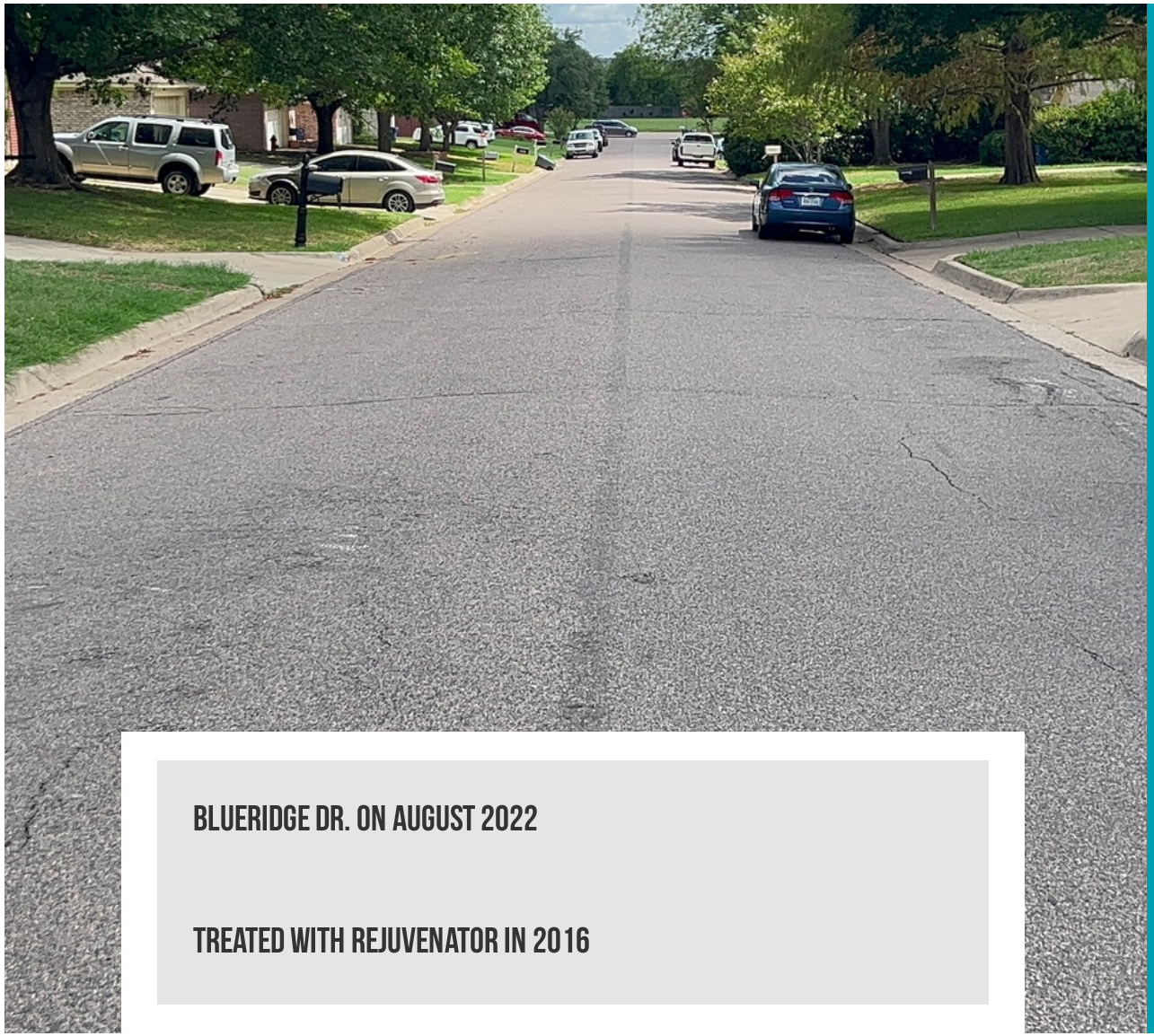
PROCUREMENT



REJUVENATOR PURCHASING

This is a sole source provider contract for materials and application. While other products claim rejuvenation, staff has not found a product that achieves equivalent pavement surface penetration and subsequent maltene replacement. Tricor Refining, LLC, maker of the proprietary product, has established Pavement Restoration Inc. as the sole source applicator in the State of Texas.

ACTION REQUESTED



BLUERIDGE DR. ON AUGUST 2022

TREATED WITH REJUVENATOR IN 2016

APPROVE CONTRACT

Approve a contract for the application of Pavement Rejuvenator by Pavement Restoration Inc. in an amount not to exceed $300,000.00.

DENY CONTRACT

Deny a contract for the application of Pavement Rejuvenator by Pavement Restoration Inc. in an amount not to exceed $300,000.00.

PAVEMENT RESTORATION.*Inc*

Contract No. ***BUR2022*** *, Asphalt Rejuvenation Program*

AGREEMENT FOR REJUVENATION SERVICES
CONTRACT NO. BUR2022

STATE OF TEXAS

COUNTY OF JOHNSON

This agreement is made and entered into this day by and between the City of Burleson Texas, hereinafter referred to as the "City" and **Pavement Restoration, Inc.** here in after referred to as the "Contractor" or "Vendor" and shall be binding upon their respective executors, administrators, heirs successors or assigns;

WHEREAS, the City desires to enter into a contract for the service of **Asphalt Rejuvenation** in the City of Burleson Texas, in accordance with the provisions of the state statutes and conforming to the contractor's standard specifications, all of which are incorporated herein or attached;

WHEREAS, the Contractor has been engaged in and now does comparable work and represents that he/she is fully equipped, competent and capable of performing the above desired and outlined work, and is ready and willing to perform such work in accordance with all provisions of the above mentioned and standard specifications and marked **Asphalt Surface Maintenance with Maltene Rejuvenator.**

NOW THEREFORE, in consideration, the City, promises to pay the amount below as totaled in the contract and hereto attached and made part of this contract. The Contractor agrees to do at his own proper cost and expense all the work necessary for the production of **Asphalt Rejuvenation** in the City of Burleson, Texas in accordance with the provisions of the aforementioned standard specifications to the satisfaction of the City.

This contract document, the standard specifications, attached hereto and incorporated herein by reference for all purposes, represent the entire and integrated contract between the city and the Contractor and supersedes all prior negotiations, representations, or agreements, either oral or written. This Contract may be amended only by written instrument signed by both the City and the Contractor.

The term of the contract shall be for six months from the date of contract execution, subject to City Council approval.

For and in consideration of the Contractor's performance of the Work, Agency shall pay the Contractor in the manner provided for in the Standard Specifications, on Final Invoice based on the following Unit Price: (i) **$1.25 per Square Yard. Total Cost of this Agreement shall not to exceed $300,000. The City reserves the right to decrease the total yardage based on field conditions and budgetary considerations.**

Unit Prices shall remain firm for the period of the contract and shall not include Federal or State of Texas sales, excise and use taxes.

The Contractor shall also furnish to the City a certificate of insurance naming the Owner as an additional insured and showing coverage in accordance with City Insurance requirements, which is detailed below in the Additional Terms article of this Agreement.

The Contractor warrants that the completed project shall be in compliance of the Reclamite Specification and Scope of Work for the purposes intended.

Additional Terms:

1. Payment Terms. Payment will be made upon submittal and approval of a valid invoice. City shall make payment in accordance with Chapter 2251 of the Texas Government Code. It is the policy of the State of Texas to make payment on a properly prepared and submitted invoice within thirty (30) days of the latter of any final acceptance of performance or the receipt of a properly submitted invoice. Vendor agrees that, to the extent Vendor owes any debt or delinquent taxes to the State of Texas, any payments or other amounts Vendor is otherwise owed under this Contract shall be applied toward the debt or delinquent taxes until the debt or delinquent taxes are paid in full. Vendor agrees to comply with all applicable laws regarding satisfaction of debts or delinquencies to the State of Texas.

2. Applicable Law; Venue. This Agreement is subject to and governed by the laws of the State of Texas. Any disputes arising from or relating to this Agreement shall be resolved in a court of competent jurisdiction located in Johnson County, Texas, or the federal courts for the United States for the Northern District of Texas. The parties hereto irrevocably waive any right to object to the jurisdiction of such courts in any dispute arising from or relating to this Agreement.

3. Tax Exempt Status. As a political subdivision of the State of Texas, City is tax exempt in the State of Texas. Tax exemption certification will be furnished upon request.

4. Termination Due to Lack of Appropriations. If City should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the equipment or services set forth in this Agreement, City may unilaterally terminate this Agreement effective on the final day of the fiscal year through which City has funding. City will make every effort to give Vendor at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, City will pay Vendor for all undisputed fees and expenses related to the equipment and/or services City has received, or Vendor has incurred or delivered, prior to the effective date of termination.

5. No Waiver of Governmental Immunity. The Vendor expressly acknowledges City is a political subdivision of the State of Texas and nothing in the Agreement will be construed as a waiver or relinquishment by City of its right to claim such exemptions, privileges, and immunities as may be provided by law. Neither the execution of the Agreement by City nor any other conduct, action, or inaction of any representative of City relating to the Agreement constitutes or is intended to constitute a waiver of City's sovereign immunity to suit.

6. Public Information. Vendor acknowledges that City is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. The City's compliance with the Texas Public Information Act shall not violate the Agreement. Upon City's written request, Vendor will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of City. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and the Vendor agrees that the Agreement can be terminated if the Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

7. Force Majeure. Neither party is required to perform any term, condition, or covenant of the Agreement, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.

8. Entire Agreement. This Agreement constitutes the entire agreement between the parties and may not be waived or modified except by a written agreement signed by the parties.

9. Savings Clause. If a court of competent jurisdiction finds any provision of this Agreement illegal, ineffective or beyond contractual authority of either party, then the offending provision will be stricken and the remainder of the agreement between the parties will remain in effect.

10. Conflicts Of Interest. By executing this Agreement, Contractor and each person signing on behalf of Contractor certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their 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.

11. Anti-Boycotting Provisions. Vendor 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, Vendor 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. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

    ii. Pursuant to SB 13, 87th Texas Legislature, Vendor 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. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

    iii. Pursuant to SB 19, 87th Texas Legislature, Vendor 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. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

12. Contractor Certification Regarding Business With Certain Countries And Organizations. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Vendor certifies Vendor (1) is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

13. Relationship of the Parties. The parties agree that in performing their responsibilities under this Agreement, they are in the position of independent contractors. This Agreement is not intended to create, does not create, and shall not be construed to create a relationship of employer-employee. Vendor, Vendor's employees, and anyone else working at Vendor's direction is an independent contractor and not an employee or servant of the City. Nothing in this Agreement is intended to or shall be construed in any manner as creating or establishing the relationship of employer-employee between Vendor, Vendor's employees, and anyone else working at Vendor's direction. Vendor, Vendor's employees, and anyone else working at Vendor's direction shall at all times remain an independent contractor with respect to the service to be performed under this Agreement.

14. Survival. The terms of this Additional Terms section or article shall survive any closing or termination of the Agreement.

15. Insurance Requirements. Contractor shall submit evidence of required insurance on an original ACORD certificate not later than fifteen (15) working days after signing this Agreement. However, an insurance certificate is required to be on file prior to the start of any work. Contractor shall be insured as required below:

    1. **Commercial General Liability:** $500,000.00 per occurrence, $500,000.00 products/completed operations and $1,000,000.00 general aggregate for bodily injury, personal injury and property damage. This policy shall have no coverage's removed by exclusions.

    2. **Automobile Liability:** $500,000.00 combined single limit per accident for bodily injury and property damage. Coverage should be provided as a "Code 1," any auto.

    3. **Workers' Compensation and Employers' Liability:** Statutory. Employers Liability policy limits of $100,000.00 for each accident, $500,000.00 policy limit - Disease.

16. Other Insurance Provisions. Contractor shall be insured as required below:

    1. The City, its officials, employees and volunteers shall be named as an additional insured on the Commercial General Liability and Automobile Liability Insurance policies. These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by that insurer to bind coverage on its behalf.

2. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been provided to the City. If the policy is cancelled for non-payment of premium, only ten (10) days' notice is required.

3. Insurance is to be placed with insurers with a Best rating of no less than A:VII. The company must also be duly authorized to transact business in the State of Texas.

4. Workers' Compensation and Employers' Liability Coverage: The insurer shall agree to waive all rights of subrogation against the City, its officials, employees and volunteers for losses arising from the activities under this contract.

5. Certificates of Insurance and Endorsements effecting coverage required by this clause shall be forwarded to:

City of Burleson
Justin Scharnhorst, Purchasing Manager
jscharnhorst@burlesontx.com
141 W. Renfro
Burleson, Texas 76028

6. Workers' Compensation Insurance Coverage:
   a. **Certificate of coverag**e ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83 or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
   b. **Duration of the project** - Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

EXECUTED THIS 6th DAY OF September, 2022.

PAVEMENT RESTORATION, INC.
CONTRACTOR/VENDOR

By: Robert Wiggins DATE: August 31, 2022

CITY OF BURLESON
CITY

By: _____ DATE: _____
CITY MANAGER

ATTEST:
By: _____

CITY SECRETARY
CITY OF BURLESON

THE CITY OF BURLESON TEXAS

Department Memo

City Council Regular Meeting

DEPARTMENT: **Public Works**

FROM: **Eric Oscarson, Director of Public Works**

MEETING: **September 6, 2022**

SUBJECT:

Consider approval of a minute order authorizing the proposed rate increase from Waste Connections Lone Star, Inc. permissible to the terms and conditions of the existing contract to be effective October 1, 2022. *(Staff Contact: Eric Oscarson, Director of Public Works)*

SUMMARY:

The City of Burleson currently has a contract with Waste Connections Long Star, Inc. for solid waste and recycling collection services. The contract was approved in 2019 for a (5) Five Year term with one option to renew in 2024. The contract allows for a price increase to be considered by the City no more than once per year during the month of September for a proposed base rate adjustment to be effective in the month of October. Service Provider must receive approval from the City for such Base Rate increases, which approval shall not be unreasonably withheld.

Base Rate adjustments for changes in the Consumer Price Index (CPI) and Fuel Index will be calculated by comparing June of the current year to June of the previous year. The CPI Component and the Fuel Adjustment Component shall be added together, and then multiplied by the then current Base Rate to determine the adjustment in the Base Rate commencing October 1 of the 2020 Contract Year and each year thereafter.

The CPI and Fuel are calculated separately. The CPI and Fuel Components are added together time the Current Base Rate to calculate the Base Rate Adjustment.

The possible increase was calculated at 10.08%. Waste Connections is proposing a 10.00% increase. Last year the possible increase was 6.55% with a proposed increase of 4%. These rate increases are being absorbed by the solid waste fund , with no rate impact to citizens.

OPTIONS:

1) Approve a minute order authorizing the proposed rate increase from Waste Connections Lone Star, Inc. permissible to the terms and conditions of the existing contract to be effective October 1, 2022.

2) Deny a minute order authorizing the proposed rate increase from Waste Connections Lone Star, Inc. permissible to the terms and conditions of the existing contract to be effective October 1, 2022.

RECOMMENDATION:

Approve a minute order authorizing the proposed rate increase from waste Connections Lone Star, Inc. permissible to the terms and conditions of the existing contract to be effective October 1, 2022.

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

List date and description of any prior action related to the subject

FISCAL IMPACT:

Explain fiscal impact if any

STAFF CONTACT:

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



SOLID WASTE & RECYCLING

ERIC OSCARS(
Director of Public Works

WHAT'S IN THE CONTRACT

MULTI YEAR CONTRACT

- Contract Approved in 2019 for a (5) Five Year term
- One (5) Five Year Renewal Available in 2024



ANNUAL PRICING INCREASE

- Allowed Once per Year per the Current Contract
- Labor and Fuel are calculated separately
- Administration and Franchise Fees remain the same



GARBAGE COLLECTION

- (2) Twice per week collection
- Residents allowed to use their own container



RECYCLING COLLECTION

- 65 Gallon



SMALL BULK & BRUSH

- Under (3) Three cubic yards
- Collected Weekly



LARGE BULK & BRUSH

- Collected Monthly by Zone



LANDFILL

- 2 Vouchers / Year Included

451
MADE

CONSUMER PRICE INDEX INCREASE

ANNUAL INCREASE BY CONTRACT

- Increases to Fuel and Labor calculated using formulas defined in the contract.
- Labor Formula uses information from the U.S. Bureau of Labor.
- Fuel Formula uses information from the U.S. Energy Administration.

PROPOSED INCREASE

- Proposed increase = 10%,
- This is consistent with previous assumed increase.
- Costs will be absorbed from revenue within the Solid Waste Fund (not General Fund).
- No increase to customer fee schedule.



CUSTOMER RATES

The City will absorb the rate increase from the Solid Waste Fund with no change for citizens.

Contract Rate increase absorbed by the Solid Waste Fund FY 22/23: 10%

Contract Rate increase absorbed by the Solid Waste Fund FY 21/22: 4%

	CURRENT RATE	PROPOSED RATE	CHANGE
RESIDENTIAL COLLECTION AND RECYCLING SERVICE	$18.20	$18.20	$0.00
COMMERCIAL HAND COLLECT 1X WEEK	$22.00	$22.00	$0.00
COMMERCIAL HAND COLLECT 2X WEEK	$32.76	$32.76	$0.00

COUNCIL ACTION REQUESTED

APPROVE A MINUTE ORDER AUTHORIZING THE PROPOSED RATE INCREASE FROM WASTE CONNECTIONS LONE STAR, INC. PERMISSIBLE TO THE TERMS AND CONDITIONS OF THE EXISTING CONTRACT TO BE EFFECTIVE OCTOBER 1, 2022.

DENY A MINUTE ORDER AUTHORIZING THE PROPOSED RATE INCREASE FROM WASTE CONNECTIONS LONE STAR, INC. PERMISSIBLE TO THE TERMS AND CONDITIONS OF THE EXISTING CONTRACT TO BE EFFECTIVE OCTOBER 1, 2022.



City of Burleson Solid Waste CPI Adjustment 2022

Series Id: CUUR0000SEHG02
Not Seasonally Adjusted
Area: Garbage and trash collection in U.S. city average, all urban consumers, not seasonally adjusted
Item: Garbage and trash collection
Base Period: 1982-84=100

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2021	491.003	494.429	495.288	494.432	494.946	517.202	498.564	500.882	501.756	503.315	504.97	508.19
2022	512.722	517.270	518.505	518.579	516.440	547.554	521.185	524.408	529.934			
Net % Change	4.42%	4.62%	4.69%	4.88%	4.34%	5.869%	4.54%	4.70%	5.62%			
91% of Net change						5.34%						

Series Id: EMD_EPD2D_PTE_R30_DPG
Area: Gulf Coast
Item: **Weekly Gulf Coast No 2 Diesel Retail Prices**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2021					$ 2.451							
2022					$ 3.742							
Net % Change					52.68%							
9% of Net % Change					4.74%							

Rate Changes

Possible Increase	10.08%
Proposed Increase	10.00%

Service	**Current Rate**	**Increase %**	**New Rate 11/1/21**
Residential Curbside Service	$ 13.44	10.00%	$ 14.78
Residential Recycling	$ 2.50	10.00%	$ 2.75
Commercial Hand Collect 1x/ week	$ 21.17	10.00%	$ 23.29
Commercial Hand Collect 2x/ week	$ 32.14	10.00%	$ 35.35

* 10.00% increase applies to all other contract pricing.

EXCLUSIVE FRANCHISE AGREEMENT

FOR THE COLLECTION, HAULING AND DISPOSAL OF

MUNICIPAL SOLID WASTE

IN THE CITY OF BURLESON, TEXAS

June 1, 2019

EXCLUSIVE FRANCHISE AGREEMENT
FOR THE COLLECTION, HAULING AND DISPOSAL OF
MUNICIPAL SOLID WASTE AND RECYCLING
IN THE CITY OF BURLESON, TEXAS

STATE OF TEXAS

COUNTIES OF JOHNSON AND TARRANT

THIS EXCLUSIVE FRANCHISE AGREEMENT (this "Agreement") is made and entered into as of June, 2019, to be effective on June 1, 2019 (the "Effective Date"), by and between Waste Connections Lone Star, Inc., a Texas Corporation (the "Service Provider"), and the City of Burleson, Texas (the "City").

WHEREAS, the City, subject to the terms and conditions set forth herein and the ordinances and regulations of the City, desires to grant to the Service Provider the exclusive franchise, license and privilege to collect, haul and dispose of Municipal Solid Waste and Recycling (as such terms are defined herein) within the City's corporate limits.

NOW, THEREFORE, in consideration of the premises and the mutual promises, covenants and agreements set forth herein, the Service Provider and the City hereby agree as follows:

SECTION 1. DEFINED TERMS.

The following terms, as used herein, will be defined as follows:

Bag - Plastic sacks, secured at the top, designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed 35 lbs.

Bulky Item - Furniture, freezers, refrigerators, stoves, water heaters, air conditioning units, heating units and any other appliances or other items of like kind or size.

Bundles - Items not measuring in excess of either forty-eight (48) inches in length or fifty (50) pounds in weight and which are securely fastened together.

Business Day - Any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by law to be closed in the City.

Commercial Unit - Any non-manufacturing commercial facility that generates and accumulates Municipal Solid Waste or Construction and Demolition Waste during, or as a result of, its business, including, but not limited to, restaurants, stores and warehouses.

Construction and Demolition Waste - Solid Waste resulting from construction or demolition activities or that is directly or indirectly the by-product of such activities, including, but not limited to, cartons, concrete, excelsior, gypsum board, metal, paper, plastic, rubber and wood products. Construction and Demolition Waste does not include Hazardous Waste, Municipal Solid Waste or

Bulky Items.

Container – Any Disposable Container, Reusable Container, or Recycling Container.

Disposable Container - Any box, carton or other container intended by the Residential and or Non-Residential Unit for the disposal of Municipal Solid Waste. Total weight of a Disposable Container and its contents shall not exceed 35 lbs.

Handicapped Residential Unit - Any residential dwelling that is inhabited by persons, all of whom are physically handicapped to the extent that they are unable to place Municipal Solid Waste and/or Recycling at the curbside, and that generates and accumulates Municipal Solid Waste. The Service Provider shall provide front door service to Residential Units which qualify for medical/other necessity as determined by the City. Service Provider cannot enter or be responsible for entering garages or behind enclosed fences.

Hazardous Waste - Waste identified or listed as a hazardous waste by the administrator of the United States Environmental Protection Agency (EPA) under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended, or so classified by any federal or State of Texas statute, rule, order or regulation.

Holidays - The following days:

(1) New Year's Day (January 1st)
(2) Thanksgiving Day
(3) Christmas Day (December 25th).

Landfill - Any facility or area of land receiving Municipal Solid Waste or Construction and Demolition Waste and operating under the regulation and authority of the Texas Commission on Environmental Quality ("TCEQ") within the State of Texas, or the appropriate governing agency for landfills located outside the State of Texas.

Municipal Solid Waste - Solid Waste resulting from or incidental to municipal, community, commercial, institutional or recreational activities, or manufacturing, mining, or agricultural operations. Municipal Solid Waste does not include Construction and Demolition Waste or Hazardous Waste.

Non-Residential Unit - Any manually collected location within the corporate limits of the City that is not a Residential Unit requiring either a minor (10 bags per collection) or major (20 bags per collection) collection by the Service Provider.

Recycling – Materials including paper, cardboard, plastics 1-5 & 7, glass, and aluminum, tin and steel food containers. See Solid Waste and Recycling brochure for more specifics. Service Provider reserves the right, from time to time, to add to or delete items from the above list with agreement by the City, for which no secondary market continues to exist or may be created after proper notice to the City. The Service Provider has no control on market values of items collected and represents no assurance of the future viability of secondary markets.

Recycling Container – Container used for Residential Recycling collection. Container must be

64-gallon Toter brand cart or approved equivalent.

Residential Unit - A dwelling within the corporate limits of the City occupied by a person or group of persons comprising not more than four (4) families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of a single or multi-level construction, consisting of four (4) or fewer contiguous or separate single family dwelling units, shall be treated as a Residential Unit, except that each single family dwelling within any such Residential Unit shall be billed separately as a Residential Unit. Any triplex or quadplex residential units have the option of standard minor/major hand collection from the Service Provider or securing a container from an approved commercial provider, including the Service Provider, providing the triplex and above property has the space for such a container.

Reusable Container – Any trash can intended by the Residential Unit for reuse in disposal of Municipal Solid Waste. The container shall be no more than 96 gallons in size, and all waste placed therein must be in bags and tied off. Container must not be overfilled preventing the lid from closing fully.

Solid Waste - As defined by the EPA under 40 C.F.R. § 261.2(a)(1) or by the State of Texas under the Solid Waste Disposal Act § 361.003(38) of the Texas Health and Safety Code, whether such waste is mixed with or constitutes recyclable materials.

Yard Waste – Grass, grass clippings and leaves that have been collected in Bags and result from general yard cleanup.

SECTION 2. EXCLUSIVE FRANCHISE GRANT.

The City hereby grants to the Service Provider, in accordance with the City's ordinances and regulations governing the collection, hauling and disposal of Municipal Solid Waste, the exclusive franchise, license and privilege to collect, haul and dispose of Municipal Solid Waste from Non-Residential Units requiring manual collection and Residential Units over, upon, along and across the City's present and future streets, alleys, bridges and public properties, excluding third party recycling and solid waste collection in privately gated communities unless an agreement between the private community and the City is in effect, adding the community to the exclusive franchise. In order to maintain the exclusive franchise in favor of the Service Provider contained herein, the City shall take any and all appropriate legal action against any company, customer or third party infringing upon the exclusive rights of the Service Provider. In the event that the City fails to pursue appropriate legal action in order to remedy an infringement on the Service Provider's exclusive-franchise rights, the Service Provider may retain a subrogation right from the City against any and all violations of the exclusive-franchise grant described herein and shall be entitled to any and all actual and consequential damages.

SECTION 3. OPERATIONS.

A. Municipal Solid Waste Scope of Operations. It is expressly understood and agreed that the Service Provider will collect, haul and dispose of all Municipal Solid Waste in a Landfill paid for by Service Provider (all as provided herein) (i) generated and accumulated by Non-Residential

Units requiring manual collection and Residential Units, and (ii) placed within Bags and/or Disposable or Reusable Containers by those Residential Units and Non-Residential Units receiving the services of the Service Provider (or otherwise generated and accumulated in the manner herein provided by those Residential and Non-Residential Units), all within the City's corporate limits, including any territories annexed by the City during the term of this Agreement (the "MSW Services") in accordance with Texas State Law.

B. Municipal Recycling Scope of Operations. It is expressly understood and agreed that the Service Provider will collect, haul and dispose of all Municipal Recycling in a Material Recycling Facility paid for by Service Provider (all as provided herein) (i) generated and accumulated by Residential Units, and (ii) placed within Reusable Containers provided and delivered by Service Provider for initial distribution and replacement by those Residential Units receiving the services of the Service Provider (or otherwise generated and accumulated in the manner herein provided by those Residential Units), all within the City's corporate limits, including any territories annexed by the City during the term of this Agreement (the "Recycling Services") in accordance with Texas State Law. The MSW Services and Recycling Services may be collectively referred to herein as the "Services".

Nature of Operations. The City hereby grants to the Service Provider, in accordance with the City's ordinances and regulations governing the collection, hauling and disposal of Municipal Solid Waste and Recycling, the title to all Municipal Solid Waste and Recycling collected, hauled and disposed of by the Service Provider over, upon, along and across the City's present and future streets, alleys, bridges and public properties. All title to and liability for materials excluded from this Agreement shall remain with the generator of such materials.

SECTION 4. COLLECTIONS.

A. Non-Residential and Residential Units.

A.1 The Service Provider will collect Municipal Solid Waste from Residential and Non-Residential Units twice per week; provided, that (i) such Municipal Solid Waste is placed in Disposable or Reusable Containers, and (ii) such Disposable or Reusable Containers are placed within five (5) feet of the curbside or right of way adjacent to the Non-Residential and Residential Unit no later than 7:00 a.m. on the scheduled collection day. All Solid Waste must be contained in Disposable containers even when Reusable Containers are used.

A.2 The Service Provider will collect Recycling from Residential Units once per week; provided that (i) such Recycling is place in the provided Recycling Container, and (ii) such Recycling Container is placed within five (5) feet of the curbside or right of way adjacent to the Residential Unit no later than 7:00 a.m. on the scheduled collection day. Service Provider reserves the right to inspect Recycling put out for collection and to reject Recycling observed to be contaminated with Municipal Solid Waste any other materials excluded from this Agreement. The City acknowledges that: (i) Service Provider has the right, with agreement by City, to determine that there exists no viable secondary market for Recycling or any of its constituent categories of waste; and (ii) if no viable secondary market exists for Recycling or any of its constituent categories of waste, Service Provider may dispose of any such Recycling in any method permitted by law, including but not limited to disposing of such Recycling as Municipal Solid Waste pursuant to the terms hereof.

B. Excess or Misplaced Municipal Solid Waste. The Service Provider shall only be responsible for collecting, hauling and disposing of Municipal Solid Waste placed inside the Bags or Containers or Recycling placed in Recycling Containers. Municipal Solid Waste or Recycling in excess of the Bag's or Container's limit, or placed outside or adjacent to the Bags or Containers, will not be collected by the Service Provider. However, such excess or misplaced Municipal Solid Waste and Recycling may be collected on occasion and within reason due to Holidays or other extraordinary circumstances as determined by the Service Provider and the City.

C. Handicapped Residential Units. Notwithstanding anything to the contrary contained herein, the Service Provider agrees to assist Handicapped Residential Units with house-side collection of their Bags and/or Containers; provided, that the Service Provider receives prior written notice from the City of such special need.

SECTION 5. SPECIAL COLLECTIONS AND SERVICES.

A. Community Events. In addition, the Service Provider will provide, at no cost to the City, one hundred (100) services using six-yard containers to collect Municipal Solid Waste at certain community events in the City; provided, that the City gives the Service Provider reasonable prior written notice of the date of such special event as well as the number of containers that will be required.

B. Right of Way Brush Collection/Debris Processing. The Service Provider shall accept and process trees and brush associated with drainage and rights-of-way maintenance at the Waste Connections Fort Worth C&D Landfill.

C. Landfill Vouchers. During the term of this Agreement, Service Provider will allow each Residential Unit to dispose of not more than one (1) ton of Solid Waste free of charge, two (2) times per calendar year at the Landfill commonly referred to as Turkey Creek Landfill, or such other Landfill as Service Provider may designate in its reasonable discretion.

SECTION 6. BULKY ITEMS, BUNDLES, AND YARD WASTE.

A. Large Volume Bulky Items & Bundles. The Service Provider will collect Bulky Items and Bundles from Residential Units once per month on each Residential Unit's scheduled zone collection week; provided, that the Bulky Items or Bundles (A) are placed at the curbside no later than 7:00 a.m. on the Monday of the scheduled collection week, and (B) are reasonably contained. The Service Provider shall only be responsible for collecting, hauling and disposing Bulky Items and Bundles from those Residential Units that have complied with this Section. Additionally, the Service Provider will submit a working list of locations for each collection zone to the City of Burleson Public Works Department via email by 9:00 a.m. Thursday morning and have all items collected by 12:00 p.m. on Friday of the scheduled collection week. In the event a location is not collected by the aforementioned collection deadline, City shall notify the Service Provider of the location of such missed pickup by Friday at 2:00 p.m. If the Service Provider has failed to remedy such missed pickup by 5:00 p.m. on Friday following such notice from the City, City has the option to collect the Bulky Items & Bundles. Recognizing neither Service Provider nor City can quantify the volume to be collected, during the first contract year City will not charge Service Provider a fee for missed collection. Beyond the first contract year, Service Provider and City will agree that

the fee per missed collection shall be: (a) $1,000 per missed collection location or (b) such other amount mutually agreed upon in writing by the Parties prior to the expiration of the first contract year with said agreement being incorporated into this contract as an amendment. Refrigerators, freezers, dehumidifiers, air-conditioning units, and other appliances containing CFCs (chlorofluorocarbons)/HCFCs (hydrochlorofluorocarbons) will not be collected by the Service Provider unless these items have been certified in writing by a professional technician to have had all such refrigerants removed.

B. Small Volume Bulky Items, Bundles, Limbs, Brush and Yard Waste. The Service Provider shall collect up to 3 cubic yards of Bulky Items, Limbs, Brush, and Yard Waste weekly on the second scheduled collection day of each week for all Residential Units provided, that (i) these items are placed at the curbside no later than 7:00 a.m. on the scheduled collection day and (ii) are reasonably contained.

SECTION 7. TITLE TO EQUIPMENT.

Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed that all equipment including, but not limited to, containers provided by the Service Provider in connection with the Services shall at all times remain the property of the Service Provider.

SECTION 8. RATES AND FEES.

Subject to adjustment, as provided in Section 9 hereof, the rates and fees to be charged and received by the Service Provider are as follows:

A. Residential Unit Services. For the Services provided to Residential Units under Sections 4.A. and 6 hereof, the Service Provider shall charge (i) $13.44 per month for each Residential Unit for twice per week Solid Waste collection, plus (ii) $2.50 per month for each Residential Unit for once per week Recycling collection . These rates apply to all Residential Units that are located within the City's corporate limits and billed by the City or other water and sewer provider for water and sewer services. These rates are inclusive of all Bulky Items, Bundles, Limbs, Brush, and Yard Waste collections.

B. Non-Residential Unit Services. Non-Residential Units requiring manual collection shall be charged either $21.17 per month for the collection of a maximum of ten (10) Bags or one (1) 96 gallon cart per collection or $32.14 per month for the collection of a maximum of twenty (20) Bags or two (2) 96 gallon carts per collection. This will be a twice per week collection service.

SECTION 9. RATE ADJUSTMENT.

A. CPI and Fuel Adjustment. Base Rate adjustments for changes in the (i) CPI (as defined below) and (ii) Fuel Index (as defined below) will be considered by the City no more than once per year during the month of September of each Contract Year beginning at the end of the first year comparing June 2020 with June 2019 for proposed base rate adjustment October 2020 and each year thereafter. Service Provider must receive approval from the City for such Base Rate increases, which approval shall not be unreasonably withheld. Service Provider's request for an

adjustment in the Base Rates for increases in the CPI and the Fuel Index shall be calculated as follows:

Service Provider shall first calculate the percentage of change in the Consumer Price Index for All Urban Consumers (published by the United States Bureau of Labor Statistics (the "Bureau"), Consumer Price Index, U.S. City Average, All Urban Consumers, Garbage and Trash Collection, Not Seasonally Adjusted, Based Period December 1983 = 100) for the nearest available metropolitan area (the "CPI") between the published final June CPI index of the then current year and the published final June CPI index of the immediately preceding year multiplied by 91.00% (the "CPI Component"). In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the CPI, the parties will agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available so as to carry out the intent of this provision.

$$\frac{\text{Current CPI Index} - \text{Prior Year CPI Index}}{\text{Prior Year CPI Index}} \text{ X } 91.00\% = \text{CPI Component}$$

Service Provider shall also calculate the percentage of change in the cost of fuel during the prior 12 month period, using the weekly average price of diesel fuel, as determined by reference to the Energy Information Administration of the US Department of Energy ("EIA/DOE")'s Weekly Retail On Highway Diesel Prices for the Gulf Coast, published on the last Monday of each May of the Contract Year ("Fuel Index"). The EIA/DOE currently publishes these prices on their website at the following location:

https://www.eia.gov/opendata/qb.php?sdid=PET.EMD_EPD2D_PTE_R30_DPG.W Service Provider shall calculate the fuel cost adjustment by multiplying 9.00% by the percentage of change in the price of diesel fuel between (i) the average price of diesel fuel from the aforesaid website published for the last Monday of May of the then immediately prior year (the "Initial Fuel Base") and (ii) the average price of diesel fuel from the aforesaid website for the 52 weeks period immediately prior to the last Monday of May of the related contract year (the average being calculated by adding together the weekly fuel price for each of the 52 prior weeks, divided by 52) (the "Current Fuel Base").

$$\frac{\text{Current Fuel Base} - \text{Prior Fuel Base}}{\text{Prior Fuel Base}} \text{ X } 9.00\% = \text{Fuel Adjustment Component}$$

The CPI Component and the Fuel Adjustment Component shall be (i) added together, and (ii) then multiplied by the then current Base Rate to determine the adjustment in the Base Rate commencing October 1 of the 2020 Contract Year and each year thereafter.

$$(\text{CPI Component} + \text{Fuel Adjustment Component}) \text{ X } \text{Current Base Rate} = \text{Base Rate Adjustment}$$

The City shall, within thirty (30) days after Service Provider's request for a Base Rate adjustment, advise Service Provider of its approval of an increase in the Base Rates effective as of October 1 of the then current year, or disapproval of Service Provider's request. If the City fails to render its decision within such thirty (30) day period, the request shall be deemed approved. The City's approval of Service Provider's request for an increase in the Base Rates, as calculated above, shall not be unreasonably withheld. The CPI adjustment shall not occur until the 2nd year of the Agreement.

C. Operating Cost Adjustment. If any new state, federal, or City mandated fees and/or taxes are imposed upon the services provided hereunder, the Service Provider shall notify the City. If the Service Provider desires to pass such fees or taxes through as part of its Base Rates, the Service Provider shall petition the City. The petition shall include documentation of the basis and method of assessment of such fees or taxes and such petition shall be considered by the City and shall not be unreasonably denied.

SECTION 10. EXCLUSIONS.

Notwithstanding anything to the contrary contained herein, this Agreement shall not cover the collection, hauling or disposal of any Hazardous Waste, Construction and Demolition Waste, manure from cow lots, horse stables, pigeon lofts and other related barn or farm type use, animal or human, dead animals, auto parts, used tires, batteries, concrete, dirt, gravel, rock or sand from any Non-Residential or Residential Unit

SECTION 11. TERM OF AGREEMENT.

The term of this Agreement shall be for a period of five (5) years, commencing on June 1, 2019 and concluding on May 30, 2024. At the expiration of each five (5) year term of this Agreement, The City and contractor may, upon mutual consent, extend the contract for an additional five (5) year term. Renewal shall be submitted to Service Provider no later than 180 calendar days prior to the expiration of the contract. If the agreement is not renewed, the contract is terminated at the end of the current contract period.

SECTION 12. ASSIGNMENT.

This Agreement shall not be assigned or sublet by the Service Provider without the prior written consent of the City; provided, however, that the Service Provider may assign this Agreement to an affiliated entity of the Service Provider or to any person or entity succeeding to all or substantially all of the Service Provider's assets (whether by operation of law, merger, consolidation or otherwise) without the City's consent. For purposes hereof, an "affiliated entity" means any entity that directly or indirectly owns more than 50% of the Service Provider, a subsidiary of the Service Provider's parent entity (provided the parent entity owns more than 50% of the voting shares of the subsidiary), a partnership or joint venture in which the Service Provider owns a controlling interest of more than 50%, or a subsidiary entity of the Service Provider in which the Service Provider owns a controlling interest of more than 50%. Service Provider shall provide written notice to the City of any assignment to an affiliated entity when the assignment is made. Any assignment, whether to an affiliated entity or otherwise, shall require the assignee to perform all of the terms and conditions of this Agreement.

SECTION 13. ENFORCEMENT.

During the term of this Agreement and any extension thereof, the City agrees to adopt and maintain ordinances and revise existing ordinances so as to enable the Service Provider to provide the Services set forth herein. The City shall take any action reasonably necessary to prevent any other solid waste collection company from conducting business in violation of the exclusive franchise granted herein. To the maximum extent allowed by applicable law, the City also hereby grants to the Service Provider the right of ingress and egress from and upon the property of Non-Residential and Residential Units for the purposes of rendering the Services contemplated hereby.

SECTION 14. PROCESSING, BILLING AND FEES.

A. Monthly Statement. On a monthly basis, the City agrees to bill and collect the rates and fees charged under Section 8 hereto from all Non-Residential, and Residential Units possessing active water meters within the City's corporate limits, as well as from all other Non-Residential and Residential Units requiring the collection, hauling and disposal of Municipal Solid Waste and Recycling (Residential Units only) within the City's corporate limits (the "Monthly Statement"). Thereafter, the City will remit to the Service Provider an amount equal to such Monthly Statement. Such remittance shall be made by the City on or before the 15th day of each month (for the immediately preceding month's service) commencing on June 15, 2019. Along with each monthly remittance, the City shall provide the Service Provider with a report indicating the number and rate of Residential and Non- Residential Units which have been billed for that month. Nothing herein shall prohibit the City from collecting sums in addition to those sums called for herein.

B. Taxes. In addition to the amounts billed and collected by the City under Section 14.A., the City shall also be responsible for paying any and all sales, use and service taxes assessed or payable in connection with the Services.

C. Unpaid Rates/Fees; Stop Service. The City shall notify the Service Provider of any Residential or Non-Residential Unit that has not paid for the Services. Upon notification from the City, the Service Provider shall quit providing the Services to any Residential or Non- Residential that has not paid the City.

SECTION 15. SPILLAGE.

It is understood and agreed that the Service Provider shall not be required to clean up, collect or dispose of any loose or spilled Municipal Solid Waste or Recycling not caused by the Service Provider's rendering of the Services, or be required to collect and dispose of any excess Municipal Solid Waste or Recycling placed outside of the Bags or Containers by any Non-Residential or Residential Unit. The Service Provider shall report the location of such conditions to the City so that the City can issue proper notice to the owner or occupant of the Non-Residential or Residential Unit instructing the owner or occupant to properly contain such Municipal Solid Waste.

SECTION 16. NON-COLLECTION NOTICE AND FOLLOW-UP.

A. Notice from the Service Provider. It is specifically understood and agreed that where the owner or occupant of a Non-Residential or Residential Unit fails to timely place Bags or Disposable Containers as directed in Section 4 hereof, or is otherwise in violation of the City's ordinances and

regulations, the Service Provider's reasonable rules adopted hereunder or the provisions of this Agreement relating to the nature, volume or weight of Municipal Solid Waste to be removed, the Service Provider may refrain from collecting all or a portion of such Municipal Solid Waste and will notify the City within eight (8) hours thereafter of the reason for such non-collection. The Service Provider will also provide written notice to the Non-Residential or Residential Unit of the reason for such non-collection, unless such non-collection is the result of the Non-Residential or Residential Unit's failure to timely place the Bags, Disposable/Reusable Containers, Yard Waste, Bulky Items or Bundles out for collection. Such written notice shall be attached to the uncollected Municipal Solid Waste, shall indicate the nature of the violation and shall indicate the correction required in order that such Municipal Solid Waste may be collected.

B. Notice from a Non-Residential or Residential Unit. Any missed collection, regardless of the reason must be picked up on the same day. Any missed collection called into the City after 5:00 p.m. on collection day must be collected prior to 10:00 a.m. the following business day. If the Service Provider fails to make the collection by 10:00 a.m. the next business day, then the City will make the collection and charge the Service Provider $50 for each missed location.

SECTION 17. CONTRACT ADMINISTRATOR.

The Contract Administrator (as defined herein) will serve as sole liaison between the City Council & affected City Departments and the Service Provider. The Contract Administrator will be designated the responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The Contract Administrator for this Agreement is the Director of Public Works or his/her designee.

SECTION 18. QUALITY OF PERFORMANCE AND LIQUIDATED DAMAGES.

All complaints received by the Director of Public Works or his/her designee, and reported to the Service Provider shall be promptly resolved pursuant to Section 16 of this Agreement. Service Provider's failure to remedy any verified complaint as a result of Service Provider's failure to perform its obligations hereunder shall be considered a breach of this Agreement, subject to all applicable notice and cure permit. In lieu of termination, the City may, but is not required to, assess Service Provider the following amounts as liquidated damages, which assessments, if any, shall be separately invoiced to Service Provider for payment:

a) Failure to clean up Municipal Solid Waste spilled by Service Provider within two (2) business days after written notice to Service Provider - each verified incident: $50.00.
b) Failure or neglect to collect Municipal Solid Waste from any Non-Residential or Residential Units at those times as required by this Agreement within one (1) business day of written notice thereof - each failure or repeated instance at same location: $50.00.

c) Failure or neglect to correct chronic, recurring and repeated problems in either category a. or b. above (chronic, recurring and repeated shall mean three or more similar incidents at the same location within a three (3) month period) - each instance: $200.00.

The parties agree that liquidated damages are not penalties, but represent a fair measure of damages which will be incurred by the City in the event of any of the above described specific defaults by the Service Provider. The claim for and the collection of such liquidated damages shall not affect the right of the City to claim and collect damages in excess of said liquidated damages if greater damages than those set forth above are actually incurred, nor shall the right of the City to claim and collect damages for non-performance on the part of the Service Provider relating to matters not specifically set forth in this section be waived.

For the purpose of this Section, the Contract Administrator may deduct any charges from payments due or to become due to the Service Provider. The Contract Administrator may assess charges pursuant to this Section on a monthly basis in connection with this proposal and shall at the end of each month during the term of this proposal notify the Service Provider in writing of the administrative charges assessed and the basis for each assessment. In the event the Service Provider wishes to contest such assessment he shall, within five (5) days after receiving such monthly notice, request in writing an opportunity to be heard by the Director of Public Works and present its defense to such assessment.

The Director of Public Works shall notify the Service Provider in writing of any action taken with respect to Service Provider's claims. The decision of the Director of Public Works or his/her designee shall be final.

SECTION 19. HOURS OF SERVICE.

For all the Services provided hereunder, the Service Provider's hours of service shall be between 7:00 a.m. to 6:00 p.m., Monday through Friday. The Service Provider will contact the Contract Administrator if there will be a delay in collections of any Solid Waste, Recycling or Bulky Items and Brush due to weather or equipment failures. The Service Provider will not be required to provide service on weekends or Holidays except during natural disasters or emergencies, and may, at its sole discretion, observe Holidays during the term of this Agreement; provided, however, that the Service Provider shall provide such services on the next scheduled collection day.

SECTION 20. CUSTOMER SERVICE & PUBLIC INFORMATION PROGRAMS.

The City agrees to field all inquiries and complaints from Residential Units relating to the collection, hauling and disposal of Municipal Solid Waste. The Service Provider and the City agree to cooperate with each other in the response to any such inquiries and the resolution of any such complaints. Service Provider will provide City with live, view only access to Provider's GPS truck tracking map including approved collection routes. Reports of missed collections will be reported to the Service Provider within one hour of receiving a complaint via email and/or phone call. Service Provider will acknowledge City communication, providing planned resolution to the issue within one (1) hour of City's original communication. The Service Provider will provide contact information to City as requested.

While the City is primarily responsible for distributing information on the program, Service Provider must assist the City in explaining the changes anticipated in the collection program. The public information program should emphasize means to reduce waste generation, how to safely and properly set-out waste for collection and what types of waste are acceptable and unacceptable for disposal. The use of existing information is encouraged as a means of reducing overall program costs.

SECTION 21. COMPLIANCE WITH APPLICABLE LAWS.

The Service Provider shall comply with all applicable federal and state laws regarding the collection, hauling and disposal of Municipal Solid Waste, Construction and Demolition Waste, and Recycling including existing and future laws that may be enacted, as well as any regulations reasonably passed by the City that are not in derogation of this Agreement. Nothing in this Agreement shall be construed in any manner to abridge the City's right to pass or enforce necessary police and health regulations for the reasonable protection of its inhabitants. The City shall have the right to make reasonable inspections of the Service Provider in order to insure compliance with this Section 21.

SECTION 22. VEHICLES AND EQUIPMENT.

Vehicles used by the Service Provider for the collection, hauling and disposal of Municipal Solid Waste and Construction, Demolition Waste, and Recycling shall be protected at all times while in transit to prevent the blowing or scattering of Municipal Solid Waste onto the City's public streets, or properties adjacent thereto, and such vehicles shall be clearly marked with the Service Provider's name, telephone number and unit number in letters and numbers not less than two (2) inches in height. All collection vehicles used by the Service Provider shall be washed and deodorized once per week. The Service Provider will provide Municipal Solid Waste collection for all customers using properly operating, well maintained, leak proof equipment. All liquid spills shall be contained and cleaned up in accordance with the City of Burleson Stormwater Management Program. All collection vehicles used by the Service Provider under this Agreement shall not exceed thirty (30) cubic yards in capacity.

The City may inspect the Service Provider's vehicles at any time to ensure compliance of equipment with this Agreement and if found non-compliant may require that the equipment be removed from City service and replaced prior to the next scheduled service with a different vehicle or the deficiencies corrected to the reasonable satisfaction of the City.

SECTION 23. DUE CARE.

The Service Provider shall exercise due care and caution in providing the Services so that the City's public and private property, including streets and parking areas, will be protected and preserved. Due to the street size variations in the City, the Service Provider shall provide equipment that will accommodate such public streets and alleys. Special collections shall be made using appropriate equipment. Damage caused by a negligent or willful act or omission of the Service Provider shall promptly be repaired or replaced at the Service Provider's expense. Service Provider shall not weave from curb to curb, drive in the middle of the road, or apply severe braking during routes through residential streets to prevent damage to infrastructure and for safety reasons. Service Provider will train drivers to protect City streets and not make sudden braking stops that will

damage street surfaces.

The parties acknowledge and agree that the Service Provider shall not be responsible for damage to any private pavement or accompanying sub-surface of any route reasonably necessary to perform the Services herein contracted and that the Non-Residential or Residential Unit assumes all liabilities for damage to pavement or road surface.

SECTION 24. PERSONNEL AND PERFORMANCE STANDARDS.

The Service Provider shall not deny employment to any person on the basis of race, creed or religion, and will insure that all federal and state laws pertaining to salaries, wages and operating requirements are met or exceeded. The Service Provider, its agents, servants and employees shall perform the Services in a courteous, competent and professional manner. During the term of this Agreement and any extension thereof, the Service Provider shall be responsible for the actions of its agents, servants and employees while such agents, servants and employees are acting within the scope of their employment or agency.

Service Provider shall provide the City a telephone number by which the Service Provider can be contacted for after-hours emergencies.

Service Provider shall consistently and continually establish and maintain an authorized Managing Agent and shall designate, in writing, to the City Manager the name, telephone number, and address of such agent upon whom all notices shall be served by the City and to whom complaints may be directed.

Service Provider shall assign one supervisory level employee to oversee Service Provider's operations in the City. Service Provider agrees that if the supervisory level employee normally assigned to the City is scheduled off work then Service Provider will assign a substitute supervisory employee who will have the same responsibilities as the regularly assigned supervisory employee. The City Manager, or his designee, will be given the name and contact information of the supervisor so assigned and will have the right to contact the supervisor directly should the need arise. The supervisor assigned to the City will be available to respond within two hours to issues that may arise.

Service Provider shall employ sufficient numbers of employees to meet its obligations under this Contract and employ only superintendents, supervisors, and workers who are careful, competent and fully qualified to perform the duties or tasks assigned to them and shall secure the summary dismissal of any person or persons employed by Service Provider in or about or on the work who shall misconduct themselves or be incompetent, disrespectful, intemperate, dishonest, or otherwise objectionable or neglectful in the proper performance of their duties or who shall neglect or refuse to comply with or carry out the directions of Service Provider. All workers shall have sufficient skill, ability, and experience to properly perform the work assigned to them and operate any equipment necessary to properly carry out the performance of their assigned duties. Service Provider shall perform driving record checks of all of Service Provider's drivers working within the City with said checks to be updated every twelve (12) months or as frequently as required by State or Federal Department of Transportation Regulations.

All field employees shall pass a drug test and criminal background check, as administered by the Service Provider, prior to working in the City. Service Provider shall not assign an employee to work within the City who has been either charged or convicted of a sexual act against a child. Service Provider shall remove any field employee not meeting this standard from working within the City and promptly advise the City of such occurrence.

Service Provider shall make collections with a minimum of noise and disturbance to the householder. This work shall be done in a sanitary manner. Any refuse or trash spilled by Service Provider shall be picked up immediately by the Service Provider's employees.

SECTION 25. INSURANCE COVERAGE.

Pursuant to this Agreement, the Service Provider shall carry the following types of insurance in an amount equal to or exceeding the limits specified below:

Type	Amount
1. Worker's Compensation - and Employer's Liability	Statutory Limits $300,000 per occurrence
2. Commercial (Public Liability), including but not limited to:	Bodily Injury: $1,000,000 per person $2,000,000 per occurrence
A. Premises/Operations B. Independent Service Providers C. Personal Injury D. Products/Complete Operations E. Contractual Liability (insuring above indemnity provisions) with general aggregate of	Property Damage: $1,000,000 per occurrence $2,000,000
3. Business (Commercial) Automobile Policy:	Combined Single Limit/ $1,000,000.00

To the extent permitted by law, any or all of the insurance coverage required by this Section 26 may be provided under a plan(s) of self-insurance, including coverage provided by the Service Provider's parent corporation. The Service Provider shall furnish the City with a certificate of insurance verifying the insurance coverage required by this Section 26.

Insurance required herein shall be issued by a company or companies of sound and adequate financial responsibility, with a Best rating of no less than A-:VII, and authorized to do business in the State of Texas. All policies shall be subject to examination and approval by the City Attorney's office for their adequacy as to form, content, form of protection, and providing company. Insurance required by this Agreement for the City as additional insured shall be primary insurance and not contributing with any other insurance available to City, under any third party liability policy to the extent of Service Provider's liabilities assumed hereunder.

The Service Provider further agrees that with respect to the above required insurances, the City shall:

- Be named as additional insured/or an insured, on all required insurance except workers' compensation.
- Be provided with a waiver of subrogation, in favor of the City on all required insurance.
- Be provided with an unconditional 30 days advance written notice of cancellation or material change.

New certificates or copies of the policies shall be furnished prior to the expiration date of any prior certificate.

Additional Worker's Compensation Insurance Requirements:

Definitions:

Certificate of coverage ("certificate") A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, TWCC-84), showing statutory Worker's Compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project. Duration of the project - includes the time from the beginning of the work on the project until the Service Providers'/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project (subcontractor in 406.096) - includes all persons or entities performing all or part of the services the Service Provider has undertaken to perform on the project, regardless of whether that person contracted directly with the Service Provider and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, and employees of any such entity or employees of any entity, which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage contractors, office supply deliveries, and delivery of portable toilets.

The Service Provider shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements which meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all employees of the Service Provider providing services on the project, for the duration of the project.

SECTION 26. PERFORMANCE BOND.

The Service Provider is required to furnish a performance bond for $250,000, and conditioned upon the faithful performance of the Agreement. The bond will have to be renewed annually for the duration of the Agreement and will vary depending on the total contract price each year.

SECTION 27. INDEMNITY.

The Service Provider agrees to indemnify and hold harmless the City and its agents, directors,

employees, officers and servants from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, liabilities, losses or expenses (including, but not limited to, reasonable attorneys' fees) caused by a willful or negligent act or omission of the Service Provider, its officers and employees. However, the Service Provider shall not be liable for any legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees caused by a willful or negligent act or omission of the City, its agents, directors, employees, officers and servants. The Service Provider agrees to protect the City from claims involving infringements of patents and/or copyrights.

SECTION 28. SAVINGS PROVISION.

In the event that any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, this Agreement shall, to the extent reasonably possible, remain in force as to the balance of its terms and provisions as if such invalid term or provision were not a part hereof.

SECTION 29. TERMINATION.

Any failure by either party or its successors and assigns to observe the terms and conditions of this Agreement shall, if continuing or persisting without remedy for more than ten (10) days after the receipt of due written notice from the other party, constitute grounds for forfeiture and immediate termination of all the defaulting party's rights under this Agreement, and all such rights shall become null and void.

SECTION 30. FORCE MAJEURE.

The performance of this Agreement may be suspended and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of such party. The performance of this Agreement will be suspended and the obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, acts of war, accident, explosion, fire, flood, riot, sabotage, acts of terrorists, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations. A strike by the Service Provider's (or subcontractor's) labor force or labor dispute between the Service Provider and its labor force or subcontractors shall not be considered a Force Majeure act. The lack of funds shall not be considered a Force Majeure.

SECTION 31. NATURAL DISASTERS.

Storms and Other Disasters - The work under the Agreement does not include the collection and disposal of any increased volume resulting from a flood, hurricane or other act of God over which the Service Provider has no control. In the event of such a flood, hurricane or other act of God, the Service Provider and the City may negotiate an agreement for payment to be made to the Service Provider subject to FEMA rates. Further, the City shall grant the Service Provider variances in routes and schedules as deemed necessary by the Service Provider and City as part of any said agreement.

In the event of any agreement and in the case of any natural disaster, fire, or emergency incident declared by the Mayor as a city-wide emergency, the Service Provider will respond immediately by directly assisting the City in the planning and execution of the clean up and/or mitigation phase for the recovery. The Service Provider will assure that all work performed by their employees, Service Provider's employees and necessary clean up equipment is charged at or below the allowable rates specified by the Federal Emergency Management Agency (FEMA). The Service Provider further agrees to provide documentation of the costs involved in the disaster mitigation in a form acceptable to FEMA for reimbursement.

SECTION 32. GOVERNING LAW.

This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the internal laws of the State of Texas, without giving effect to the conflict of laws rules thereof. The parties hereby irrevocably submit to the jurisdiction of the courts of the State of Texas and the Federal courts of the United States located in the State of Texas, solely in respect of the interpretation and enforcement of the provisions of this Agreement, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Agreement may be enforced in or by said courts, and the parties hereto irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined in such a Texas State or Federal court. The parties hereby consent to and grant any such court jurisdiction over the person of such parties and over the subject matter of any such dispute and agree that mailing of process or other papers in connection with any such action or proceeding to the addresses of the parties listed below, or in such other manner as may be permitted by law, permitted by law, shall be valid and sufficient service thereof.

SECTION 33. ATTORNEYS' FEES.

The prevailing party in any dispute between the parties arising out of the interpretation, application or enforcement of any provision hereof shall be entitled to recover all of its reasonable attorneys' fees and costs whether suit be filed or not, including without limitation costs and attorneys' fees related to or arising out of any trial or appellate proceedings.

SECTION 34. REMEDIES.

Pursuit of the remedies available to the parties under the Uniform Commercial Code shall not preclude pursuit of any other remedies provided in this Agreement or any other remedies provided by law, nor shall pursuit of any remedy provided in this Agreement constitute a waiver of any amount or performance due from the Service Provider under this Agreement or of any damages accruing by reason of the violation of its term, provisions and covenants. No waiver of any violations shall be deemed or construed to constitute a waiver of any other violation or other breach of any the terms, provisions and covenants contained in this Agreement, and forbearance to enforce one or more of the remedies as provided on an event of default shall not be deemed or construed to constitute a waiver of such default or of any other remedy provided for in this Agreement.

SECTION 35. CONTRACT SERVICES

Service Provider hereby covenants and agrees to diligently and faithfully perform the public service and work of collecting and disposing of all refuse of Residential and Non-Residential Units to which it provides service, as provided herein, with the City. These services shall include the furnishing of all labor, tools, vehicles, equipment, materials, landfills, insurance, performance bonds, supervision and all other items necessary to the performance of such work and shall be carried out in the manner, at the times, and in the locations and at the prices specified in the this Agreement, and shall be subject to inspection and approval of the City Manager, or his designee.

Service Provider shall provide evidence indicating that it has the right to use a landfill site for the purpose of this Agreement for the entire period of this Agreement and any agreed extensions thereto.

SECTION 36. REVIEW OF PERFORMANCE

The City may conduct an annual performance review, on or about the anniversary date of this Agreement, to review the previous twelve months performance. City staff shall present a summary regarding the handling and status of complaints received during the previous twelve months. The Service Provider shall be provided an opportunity to present information as well concerning the handling status of complaints or other service issues.

SECTION 37. MISCELLANEOUS PROVISIONS

A. Relationship of Parties. Service Provider shall operate hereunder as an independent contractor and shall be solely responsible for the acts and omissions of its officers, agents, and employees. The doctrine of respondeat superior shall not apply as between the City and the Service Provider. Nothing herein shall be construed as creating a partnership or joint venture between the City and the Service Provider, its officers, agents, and employees.

B. Entirety of Agreement. This Agreement and all attachments incorporated herein by reference constitute the entire agreement between the parties concerning the subject matter hereof, and any prior or contemporaneous oral or written agreements which purport to vary from the terms hereof shall be void.

C. Amendment of Agreement. This Agreement may not be altered, waived, or otherwise modified, except where done in writing, and signed by both parties.

D. Notices: All notices required herein shall be sent to the respective parties by certified mail, return receipt requested, at the following addresses:

To Service Provider: Waste Connections Lone Star, Inc.
4001 Old Denton Rd.
Haltom City, TX 76117

With a copy to: Waste Connections US, Inc.
3 Waterway Square Place
The Woodlands, Texas 77380
Attn: Legal Department

To the City:

City of Burleson
Attn: City Manager
141 West Renfro
Burleson, Texas 76028-4261

City of Burleson
Attn: Public Works Director
141 West Renfro
Burleson, Texas 76028-4261

E. No Surrender of Governmental Powers. Nothing in this Agreement shall be construed to surrender any of the government powers of the City of Burleson.

F. No Waiver of Governmental Immunity. Notwithstanding anything in this Agreement or any exhibit to the contrary, 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. In the event of a conflict between this provision and any other provision in this Agreement or any exhibit, the terms of this provision shall govern.

G. Termination Due to Lack of Appropriations. Notwithstanding anything in this Agreement or any exhibit to the contrary, if City should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the services set forth in this Agreement, City may unilaterally terminate this Agreement effective on the final day of the fiscal year through which City has funding. City shall not activate this clause for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. City will make every effort to give Provider at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, City will pay Provider for all fees and expenses related to the services City has received, or Service Provider has incurred or delivered, prior to the effective date of termination. In the event of a conflict between this provision and any other provision in this Agreement or any exhibit, the terms of this provision shall govern.

[Signature Page to Follow]

SECTION 39. ACCEPTANCE.

PASSED AND APPROVED BY THE CITY OF BURLESON CITY COUNCIL AT THE COUNCIL MEETING AT A TIME AND PLACE IN COMPLETE CONFORMITY WITH THE OPEN MEETING LAWS OF THE STATE OF TEXAS AND ALL OTHER APPLICABLE LAWS THIS 20 DAY OF May, 2019.

WASTE CONNECTIONS LONE STAR, INC.

By: _____
Name: Robert A. Nielsen III
Its: Region Vice President

CITY OF BURLESON, TEXAS

By: _____
Name: Bryan Langley
Its: City Manager

ATTEST:

By: _____
Name: Jesse Guzman
Its: Deputy City Secretary

CSO#1033-05-2019 Consider a minute order approving a contract amendment to the Exclusive Franchise Agreement for the Collection, Hauling, and Disposal of Municipal Solid Waste in the City of Burleson.

Motion was made by Stuart Gillaspie and seconded by Todd K. Hulsey to approve.

Motion passed 7-0.

City Council Regular Meeting **6.B.**

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

FROM: Aaron Russell, Director of Public Works

DATE: 05/20/2019

SUBJECT: Consider a minute order approving a contract amendment to the Exclusive Franchise Agreement for the Collection, Hauling, and Disposal of Municipal Solid Waste in the City of Burleson. *(Staff Presenter: Aaron Russell, Public Works Director)*

Council Action Requested:

Approve a minute order for a contract amendment to the Exclusive Franchise Agreement for the Collection, Hauling, and Disposal of Municipal Solid Waste in the City of Burleson.

In March 2018, staff presented a plan to City Council for updating the City's solid waste and recycling collection service. There were three primary issues staff proposed to address.

- Solid Waste and Recycling containers
- Brush and Bulky Waste collection
- Operation of the Mulch & Recycling Center

The plan presented to the Council included the following steps.

1. Community Outreach - At the March 23, 2018 meeting of the Infrastructure and Development Committee, city staff provided a presentation regarding a solid waste update implementation plan. The primary issue discussed was a community outreach plan. The committee members expressed support of the plan as presented. A summary of the Infrastructure and Development Committee discussions was provided to the City Council at the April 2, 2018 City Council meeting. The plan presented included the following:
    - Input solicitation
        - Utility Bills
        - Newsletter
        - City Website
        - Social Media
    - Six Town Hall style meetings with the public including a virtual meeting on Facebook
    - Online Survey (Paper version available as well)
2. Brush & Bulky Items collection - At the June 26, 2018 meeting of the Infrastructure and Development Committee, city staff provided a presentation regarding the results of the solid waste service survey regarding brush and bulky item collection. The primary issue discussed was alternatives for brush and bulky item collection. The committee members expressed support of the plan as presented. The plan presented included the following:
    - Retain current monthly collection of large volume
    - Addition of weekly collection of volumes under 3 cubic yards
    - Closure of the Mulch & Recycling site
3. Garbage & Recycling Collection and Procurement Strategy - At the July 24, 2018 meeting of the Infrastructure and Development Committee, city staff provided a presentation regarding the results of the solid waste service survey regarding garbage and recycling carts. The primary issues discussed were alternatives solid waste and recycling containers and procurement options for solid waste and recycling services. The committee members expressed support

the plan as presented. The committee members provided feedback that included changing the recycling container to a 65-gallon cart while leaving the garbage collection service as it currently is. Additionally, the committee directed staff to pursue an amendment to the current contract instead of issuing a Request for Proposals. A summary of the Infrastructure and Development Committee discussions was provided to the City Council at the August 6, 2018 City Council meeting.

4. Exclusive franchise for commercial collection - At the February 18, 2019 meeting of the Infrastructure and Development Committee, city staff provided a presentation regarding the results of the benefit analysis of an exclusive franchise agreement for commercial solid waste service. The primary issue discussed was the rate impacts of an exclusive franchise agreement for commercial solid waste collection. The committee members provided feedback in opposition to moving forward with an exclusive franchise for commercial solid waste collection.

Following the presentation of feedback from the community, service analysis by staff, and service comparisons with similar cities in the DFW metroplex, staff recommended a service plan to City Council and incorporated those elements into the proposed agreement. The primary contract updates are itemized below.

- Holidays
  - Reduced to New Year's Day, Thanksgiving Day, and Christmas Day
- Garbage Carts
  - Residents will be allowed to set out their own cart containing garbage
  - Maximum size - 96 gallons
  - All garbage in the cart must be bagged.
- Landfill Access
  - Each account is afforded two free trips to the Turkey Peak landfill per year.
  - Maximum of one ton per trip
- Recycling Collection
  - Incorporates recycling collection in this contract
- Recycling Items
  - Service provider may add or delete items from the list of recyclable materials with approval by the City.
- Recycling Container
  - 64 Gallon Toter brand cart or approved equivalent
  - Owned and maintained by the Service Provider
- Small Bulk Collection
  - Adds weekly collection of bulky items under 3 cubic yards
- Large Bulk Collection
  - Collection by 12:00 pm on Friday
  - $1,000 per missed collection not remedied by 5:00 pm on Friday after 1st year
- Contract Term
  - 5 - year agreement
  - Contract renewal has been changed to require action to renew. The current contract requires action to terminate.
- Live view of Service Provider's truck GPS tracking map
- Contracted Residential Collection Rates
  - The contract rate for residential collection is proposed to decrease by $0.55 per month or 3.34%. This new rate includes converting the recycling containers from 18-gallon bins to 64-gallon carts. In addition to the decrease in the contracted rate, operational changes provide for the closure of the City's mulch and recycling site. The operation of this site equates to $1.69 per month for each customer. When incorporating the savings associated with closing the mulch and recycling site and assuming the current franchise

fee, the cost of solid waste and recycling collection is reduced by $2.24 per month or 11.67%. All elements of the rate including internal charges are itemized below.

CATEGORY	CURRENT RATE	PROPOSED RATE	RATE CHANGE
Admin & Overhead	$1.67	$0.50	-$1.17
Grinder Services	$0.52	$0.00	-$0.52
Franchise Fee	$0.52	$0.52	$0.00
Solid Waste Collection	$13.91	$13.44	-$0.47
Recycling Collection	$2.58	$2.50	-$0.08
Total	$19.20	$16.96	-$2.24

- Contracted Non-Residential Rates
  - The contract rate for Minor non-residential collection is proposed to decrease by $0.34 or 1.58%. The contract rate for Major non-residential collection is proposed to increase by $0.63 or 2%. All elements of the non-residential rates including internal charges are itemized below.

MINOR NON-RESIDENTIAL COLLECTION

CATEGORY	CURRENT RATE	PROPOSED RATE	RATE CHANGE
Admin & Overhead	$1.95	$1.95	$0.00
Franchise Fee	$0.54	$0.54	$0.00
Solid Waste Collection	$21.51	$21.17	-$0.34
Total	$24.00	$23.66	-$0.34

MAJOR NON-RESIDENTIAL COLLECTION

CATEGORY	CURRENT RATE	PROPOSED RATE	RATE CHANGE
Admin & Overhead	$1.95	$1.95	$0.00
Franchise Fee	$0.54	$0.54	$0.00
Solid Waste Collection	$31.51	$32.14	+$0.63
Total	$34.00	$34.63	+$0.63

Board/Citizen Input:

1. Survey
2. Town Hall Meetings
   - Senior Center
   - Library
   - City Hall
   - Bransom Elementary
   - Hajek Elementary
   - Facebook (virtual)

Fiscal Impact

Budgeted Y/N: Y
Fund Name: Solid Waste
Full Account #s: 404-4013-441.90-04
Amount:
Project (if applicable):
Financial Considerations:
Purchase Order previously approved.

Budgeted Y/N: Y
Fund Name: Solid Waste
Full Account #s: 404-4013-441.90-08
Amount:
Project (if applicable):
Financial Considerations:
Purchase Order previously approved.

Attachments

Presentation
Contract (clean version)
Contract (redline)
1295 Form

Staff Contact:
Aaron Russell, P.E.
Director of Public Works
817-426-9837
arussell@burlesontx.com
Submitted for City Manager's Office by: Robert Ranc

City Council Regular Meeting

DEPARTMENT: **Police**

FROM: **Billy J. Cordell, Chief of Police**

MEETING: **September 6, 2022**

SUBJECT:

Consider approval of a minute order to increase funds allocation for the utilization of lab services from NMS Labs of Horsham, Pennsylvania in the amount not to exceed $10,000 through the end of FY21-22 *(Staff Contact: Tim Mabry, Criminal Investigations Sergeant)*

SUMMARY:

The Burleson Police Department utilizes lab services provided by NMS Labs for the testing of Driving While Intoxicated Blood Kits and narcotics. NMS Labs offers their services without a contract and the department is charged per test. Through the FY21-22 budgetary process, $50,000 was allocated for these services. Due to increased usage of NMS Labs, the department has depleted the $50,000 and are requesting an increase of allocated funds not to exceed $10,000 through the remainder of FY21-22 so outstanding balances can be made whole.

This is a professional service under section 2254.002 section (x) of the Texas Local Government Code.

OPTIONS:

1) Approve the minute order
2) Adjust the minute order
3) Deny the minute order

RECOMMENDATION:

It is the department's recommendation to adopt the minute order

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

FISCAL IMPACT:
Account Number: 001-301-421-5508
Amount: $10,000

STAFF CONTACT:
Tim Mabry
Criminal Investigations Sergeant
tmabry@burlesontx.com
817-426-9883

City Council Regular Meeting

DEPARTMENT: **Police**

FROM: **Billy J. Cordell, Chief of Police**

MEETING: **September 6, 2022**

SUBJECT:

Consider approval of a minute order to increase funds allocation for the utilization of lab services from Armstrong Forensic Laboratory, Inc. of Arlington, Texas in the amount not to exceed $10,000 through the end of FY21-22 *(Staff Contact: Tim Mabry, Criminal Investigations Sergeant).*

SUMMARY:

The Burleson Police Department utilizes lab services provided by Armstrong Forensic Laboratory, Inc. for the testing of narcotics. Armstrong Forensic Laboratory, Inc. offers their services without a contract and the department is charged per test. Through the FY21-22 budgetary process, $50,000 was allocated for these services. Due to increased usage of Armstrong Forensic Laboratory, Inc., the department has depleted the $50,000 and are requesting an increase of allocated funds not to exceed $10,000 through the remainder of FY21-22 so outstanding balances can be made whole.

This is a professional service under section 2254.002 section (x) of the Texas Local Government Code.

OPTIONS:

1) Approve the minute order
2) Adjust the minute order
3) Deny the minute order

RECOMMENDATION:

It is the department's recommendation to adopt the minute order

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

FISCAL IMPACT:
Account Number: 001-301-421-5508

$10,000

STAFF CONTACT:
Tim Mabry
Criminal Investigations Sergeant
tmabry@burlesontx.com
817-426-9883

Armstrong
Forensic Laboratory, Inc.

2022 FEE SCHEDULE

THC Quantitation
Blood Alcohol Content
Controlled Substance Identification
Court Testimony

ANAB ACCREDITED ISO/IEC 17025 FORENSIC TESTING LABORATORY

TEXAS FORENSIC SCIENCE COMMISSION

Analytical Cost

Armstrong's Analytical conforms to American Society of Testing Materials (ASTM) and the Scientific Working Group for Analysis of Seized Drugs (SWGDrugs) Recommendations for Code of Professional Practice.

All analysis performed in Texas by Texas Forensic Science Commission licensed analysts.

THC IDENTIFICATION AND QUANTITATION

- Microscopic Examination
  - Evidence Description
  - Weight of Evidence
- Quantitation by Gas Chromatography Flame Ionization Detectors (GC-FID)

Price:

Green leafy/Plant Material	$115.00/Unit
ECig, Edibles, Non-green leafy material	$260.00/Unit

BLOOD ALCOHOL CONTENT

- Gas Chromatography for Ethyl Alcohol in Blood Quantitation

Price:

BAC	$95.00/Unit

CONTROLLED SUSTANCE AND PHARMUECTICAL IDENTIFICATION

- Microscopic Examination
  - Evidence Description
  - Weight of Evidence
- Dual Category A Identification
  - Fourier Transform Infrared Spectrometry (FTIR)
  - Gas Chromatography Mass Spectrometry (GCMS)

Price:

Controlled Substances Full Scan	$130.00/Unit
Additional Component(s) Reported, Same Sample	$ 55.00/Component
Quantitation of Component	$130.00/Unit

Standard turn-around is twenty (20) business days.

Expedited Turn-around Options:

ASAP TAT—100% Analytical Surcharge

5 Day TAT—50% Analytical Surcharge

Consultation and Court Fees

Description of Service	Rate
Andrew T. Armstrong, Ph.D., C.P.C.	
Consultation, Travel, Phone and Standby	$395.00/Hour
Court Presentation and Deposition	$495.00/Hour
Video Deposition	$595.00/Hour
Kelly Wouters, Ph.D.	
Consultation, Travel, Phone and Standby	$295.00/Hour
Court Presentation and Deposition	$395.00/Hour
Video Deposition	$495.00/Hour
Alexandra Easley, Ph.D.	
Consultation, Travel, Phone and Standby	$245.00/Hour
Court Presentation and Deposition	$345.00/Hour
Video Deposition	$445.00/Hour
Additional Services	
Affidavit of Laboratory Analysis: Upon Request	$100.00/Case
Evidence Storage (6 mos.): Upon Request	$ 75.00/Case
Evidence Return Shipping	$ 55.00/Batch

Notes:

1 Controlled Substance Full Scan represents a full analysis, including weight and report of the primary controlled substance in the item or sub-sample.

Quantitative results (purity) are a separate analysis from the identification. Depending on the number of different units submitted as a single item, multiple sub-samples may be required for a representative analysis.

For evidence that must be sub-sampled to meet analytical methodologies, each sub-sample will be treated as an individual unit.

Armstrong maintains a library of reference standards including numerous synthetic drugs.

If a submitted sample contains a controlled substance not already included in Armstrong's libraries, the purchase of a reference standard may be necessary to confirm the identification.

In the event any additional cost is necessary, Armstrong will contact the Client for approval.

2 Additional component(s) identified in the same sample will be reported for $50.00 per additional component per sample.

Additional Component is considered to mean any other potentially significant analyte identified within the results; controlled or non-controlled by the State of Texas.

3 Event Charges may be incurred when Armstrong is requested to provide services that require efforts beyond the scope of its standard work-shift. (Mon.- Fri., 7a.m. - 6 p.m.)

Travel Expenses are charged as a Pass Through Cost. Mileage is charged at $0.70 per mile.

Price Acknowledgement

Pricing detailed in this Fee Schedule, is valid for one (1) year from the date of the Acknowledgement. All services proposed will be provided as the proposed cost(s) at any time those services are performed for all case work submitted within the agreement period of one (1) year. That is, should testimony on a case that was originally analyzed in the 2022 pricing period, Armstrong will perform that service at the agreed rate. Armstrong reserves the right to initiate negotiations related to any proposed service or fee for work to be submitted after the end of the 2022 agreement period.

As a standard business policy, Armstrong's General Terms and Conditions effective at the time services are performed, will be incorporated into this proposal and any services provided by Armstrong by reference. A copy of Armstrong's General Terms and Conditions is available on request.

This Fee Schedule is accepted and forms an agreement between signer and Armstrong Forensic Laboratory, Inc.

Signature of Authorized Personnel	Date	Ben Armstrong	Date
		President	
Print Name and Title		Title	
Agency			

Choose an item.

DEPARTMENT: **Police**

FROM: **Billy J. Cordell, Chief of Police**

MEETING: **September 6, 2022**

SUBJECT:

Consider approval of a resolution supporting grant funding from the Office of the Governor for rifle rated ballistic shields. *(Staff Contact: Tim Mabry, Criminal Investigations Sergeant)*

SUMMARY:

The Burleson Police Department requests Council's support to submit an application for 15 rifle rated NIJ Approved ballistic shields on a grant in the amount of $47,733.90 for the funding of the equipment for the fiscal year 2022-2023.

OPTIONS:

1) Approve or deny the resolution supporting grant funding from the Office of the Governor for 15 rifle rated NIJ Approved ballistic shields.

RECOMMENDATION:

Staff recommends approval of the agreement.

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

None

FISCAL IMPACT:

The grant request is for $47,733.90 with no city match. The city will be reimbursed for the purchase of 15 rifle rated NIJ Approved ballistic shields.

STAFF CONTACT:

Billy J. Cordell
Chief of Police
bcordell@burlesontx.com
817-426-9912

RESOLUTION

A RESOLUTION OF THE CITY OF BURLESON, TEXAS SUPPORTING GRANT FUNDING FROM THE OFFICE OF THE GOVERNOR, STATE OF TEXAS, TO PURCHASE RIFLE RATED BALLISTIC SHIELDS; PROVIDING AN OPEN MEETINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE INCORPORATION OF THE RECITALS; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council finds it is in the best interest of the citizens of Burleson that the rifle rated ballistic shields be initiated beginning in 2022; and

WHEREAS, the City Council finds it in the best interest of the citizens of Burleson that the Burleson Police Department is equipped with rifle rated ballistic shields for additional safety protection; and

WHEREAS, the City Council agrees that in the event of loss or misuse of the Office of Governor funds, the City Council assures the Office of the Governor that the funds will be returned in full; and

WHEREAS, the City Council desires to designate the Chief of Police as the City's authorized official with the power to apply for, accept, reject, alter, or terminate the grant described herein on behalf of the City.

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

Section 1.

The City Council approves the submission of the grant application for the rifle rated ballistic shields to the Office of the Governor.

Section 2.

The City Council supports the approval of the rifle rated ballistic shields for additional officer safety protection.

Section 3.

The City Council hereby designates the Chief of Police as the City's authorized official with the power to apply for, accept, reject, alter, or terminate the grant described herein on behalf of the City. The City Council hereby directs that the Chief of Police submit a copy of this resolution to the Office of the Governor.

Section 4.

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

Section 5.

If any section, subsection, sentence, phrase or word of this resolution be found to be illegal, invalid or unconstitutional, the adjudication shall not affect any other section, sentence, phrase, word, paragraph or provision of this resolution or the application of any other section, sentence, phrase, word, paragraph, or provision of any other resolution of the City. The City Council declares that it would have adopted the valid portion and applications of this resolution without the invalid part, and to this end the provisions of this resolution are declared to be severable.

Section 6.

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 7.

This resolution shall be effective upon its adoption.

DULY RESOLVED by the City Council of the City of Burleson, Texas, on the _____ day of _____, 2022.

_____
Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

_____
Amanda Campos, City Secretary

APPROVED AS TO FORM & LEGALITY:

_____
E. Allen Taylor, Jr., City Attorney

Grant # 4599801

City Council Regular Meeting

DEPARTMENT: **Public Works**

FROM: **Eric Oscarson, Director of Public Works**

MEETING: **September 6, 2022**

SUBJECT:

Consider approval of a Relocation Scope Reimbursement Agreement with Texas Midstream Gas Services L.L.C. for preliminary design services associated with the relocation of the existing gas pipeline located on the south side of the Burleson Police Department complex in the amount of $60,000. *(Staff Contact: Eric Oscarson, Public Works Director)*

SUMMARY:

On May 6, 2022 the voters of Burleson approved a $36,417,000 project to expand the Burleson Police Department Headquarters as part of the 2022 General Obligation Bond Program. The Capital Improvement Plan includes issuing bonds for the project in FY23, FY24, and FY25 as project implementation progresses.

There is an existing Texas Midstream Gas Services L.L.C. pipeline in conflict with the proposed location of the new police building. The pipeline requires relocation at City expense. Staff has been in discussion with Texas Midstream concerning the relocation process.

Texas Midstream has prepared the attached Relocation Scope Reimbursement Agreement to formalize and confirm City of Burleson seed payment obligations. This agreement is needed in order for Texas Midstream Gas Services, L.L.C. to begin pre-construction planning, preliminary design, and evaluation work to develop the scope, schedule, and cost estimate for designing and installing the new pipeline and related facilities and corresponding removal, relocation, and/or abandonment in-place of the existing pipeline and related facilities.

The document has been reviewed by City of Burleson legal staff and approved.

This agreement is the first of a two-phased relocation process covering pre-construction activities. Upon completion of the services described above, including development of a construction cost estimate, a second agreement will be presented for Council consideration covering the construction phase of the pipeline relocation.

OPTIONS:

1) Approve a Relocation Scope Reimbursement Agreement with TEXAS MIDSTREAM GAS SERVICES L.L.C. for preliminary design services associated with the relocation of the existing gas pipeline located on the south side of the Burleson Police Department complex in the amount of $60,000.00.

2) Deny of a Relocation Scope Reimbursement Agreement with TEXAS MIDSTREAM GAS SERVICES L.L.C. for preliminary design services associated with the relocation of the existing gas pipeline located on the south side of the Burleson Police Department complex in the amount of $60,000.00.

RECOMMENDATION:

Approve a Relocation Scope Reimbursement Agreement with TEXAS MIDSTREAM GAS SERVICES L.L.C. for preliminary design services associated with the relocation of the existing gas pipeline located on the south side of the Burleson Police Department complex in the amount of $60,000.00.

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

May 6, 2022 citizens voted and approved expansion of the Burleson Police Department Headquarters as part of the 2022 General Obligation Bond Program.

FISCAL IMPACT:

Budgeted Y/N:	Y
Amount:	$60,000.00
Project (if applicable):	FA2301

STAFF CONTACT:

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

TEXAS MIDSTREAM GAS SERVICES PIPELINE RELOCATION

Police Headquarters Expansion

Preliminary Design Services



FA2301

Project Summary

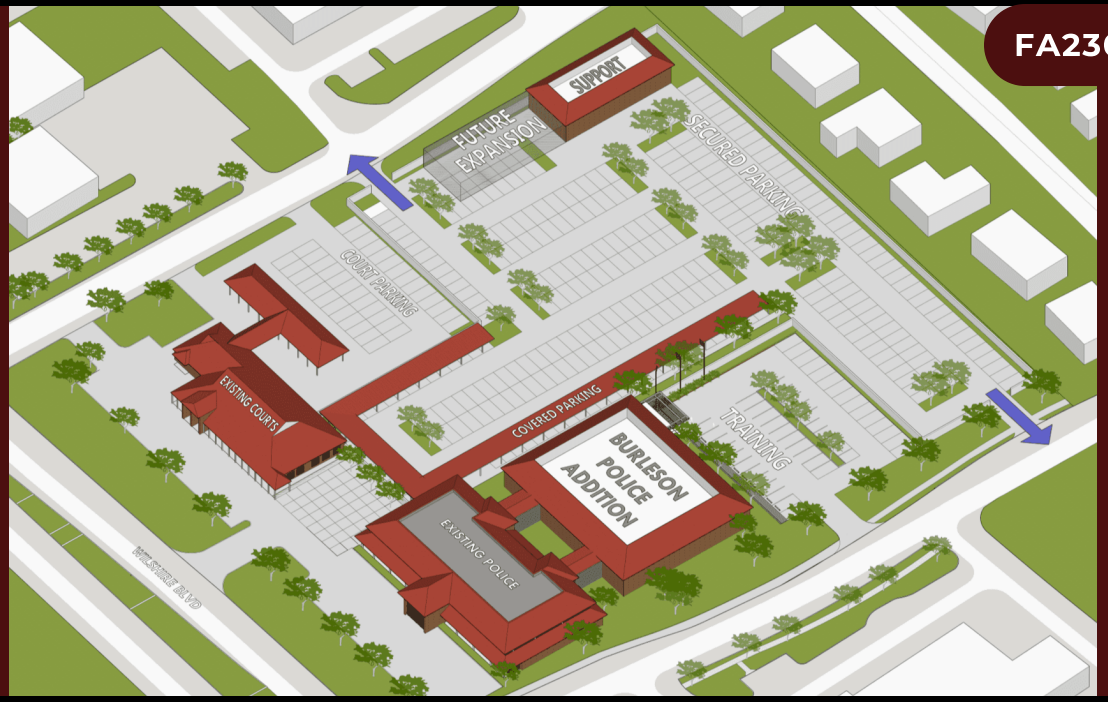
On May 6, 2022 Burleson voters approved a $36,417,000 project to expand the Burleson Police Department Headquarters as part of the 2022 General Obligation Bond Program.

Description

- Expansion of the current police department headquarters
- Remodeling the existing facility to re-purpose existing space for officers and staff

Benefit

- Increased training facility space for police officers
- Dedicated space for evidence and equipment storage
- Dedicated space for public safety dispatch staff



GO Bond Approved Finances

FY 2023	FY 2024	FY 2025
$3,600,000	$16,407,500	$16,409,500

Total: $36,417,000

Design

Construction

Gas Line Relocation

- There is an existing TEXAS MIDSTREAM GAS SERVICES pipeline in conflict with the proposed location of the new police building.
- This relocation scope reimbursement agreement will fund TEXAS MIDSTREAM GAS SERVICES to begin pre-construction planning, preliminary design, and evaluation work.
- A second agreement will be required at the end of the above scope to fund the relocation construction activities.



Why Now?

- **The existing 12“ gas pipeline must be completely relocated before any construction on the police headquarters expansion can begin**
- **The pipeline bisects the property limiting options for the building expansion project.**

Projected Timeline for Relocation

Design

- 60-90 days

Construction

- 6-12 months

Projected Cost for Relocation

Design Cost: $60,000

Estimated Construction Cost: To be determined

Original budget estimate: $300,000

Projected Timeline for HQ Expansion

- **Finalize architect selection: 90 days**
- **Construction Start: FY24**

Options

2022 GO Bond

Recommended

Approve

Approve of a Relocation Scope Reimbursement Agreement with TEXAS MIDSTREAM GAS SERVICES L.L.C. for preliminary design services associated with the relocation of the existing gas pipeline located on the south side of the Burleson Police Department complex in the amount not to exceed $60,000.

Deny

Deny a Relocation Scope Reimbursement Agreement with TEXAS MIDSTREAM GAS SERVICES L.L.C. for preliminary design services associated with the relocation of the existing gas pipeline located on the south side of the Burleson Police Department complex in the amount not to exceed $60,000



RELOCATION SCOPE REIMBURSEMENT AGREEMENT

DATED August 18, 2022

Between

Texas Midstream Gas Services L.L.C.

And

City of Burleson

This Relocation Scope Reimbursement Agreement **("Reimbursement Agreement")**, dated the 18 day of August, 2022 ("**Effective Date**"), is hereby entered into by Texas Midstream Gas Services, L.L.C. ("**Company**") and City of Burleson ("**Payor**"). Company and Payor are sometimes hereinafter referred to collectively as the "**Parties**" and individually as a "**Party**".

RECITALS

The Parties desire to agree and enter into this Reimbursement Agreement to formalize and confirm the seed payment obligations of Payor for Company to begin pre-construction planning, preliminary design, and evaluation work ("**Scope Work**"") to develop the scope, schedule, and cost estimate for a project to design, construct, and install a new pipeline and related facilities and remove, relocate, abandon in-place the existing pipeline and related facilities as generally depicted on the map attached as Exhibit A to this Reimbursement Agreement (the "**Project**").

AGREEMENT

Company and Payor agree to the following terms and conditions:

1. **AIC Payment.** Payor will, within three (3) business days after execution of this Reimbursement Agreement, pay Company an initial non-refundable payment of $60,000.00 as payment to complete the Scope Work (the "**Initial Payment**").

2. **Title to Work Product.** Notwithstanding the obligation of Payor to pay Company to complete the Scope Work, the Parties acknowledge and agree Company holds all ownership interest in and title to the work product developed or acquired in relation to completing the Scope Work.

3. **Project Initiation.** Subsequent to Company receiving Payor's execution of this Reimbursement Agreement and the Initial Payment when due, Company will commence, or cause others to commence, Scope Work.

4. **Waiver of Warranties.** Parties acknowledge and agree that nothing in this Reimbursement Agreement will operate or be construed as a representation or guarantee that the Project will be successful or completed by any specific or anticipated date. This Initial Payment and execution of this Reimbursement Agreement doesn't bind or obligate Company to completing the Project and the Parties agree that other additional definitive agreements will be necessary before Company engages in any work beyond the Scope Work. The Scope Work undertaken by Company herein will be provided with NO WARRANTY, EXPRESS OR IMPLIED, AS IS, WHERE IS, WITH ALL FAULTS, AND COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE PROJECT OR ANY PRODUCTS RESULTING THEREFROM. In no event will Company be liable to Payor with respect to the Scope Work, Project, or for any losses, costs, liabilities, obligations, or damages arising out of or in connection with such Project, whether arising in contract, tort (including, but not limited to, negligence or strict liability), or otherwise, except to the extent that any of the aforesaid is caused by the gross negligence or willful misconduct of Company or its agents. IT IS

SPECIFICALLY AGREED THAT BOTH PARTIES WILL HAVE NO OBLIGATION WHATSOEVER FOR, AND BOTH PARTIES EXPRESSLY WAIVE, ANY LOST PROFITS, CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, WITH RESPECT TO THE PROJECT, OR THIS REIMBURSEMENT AGREEMENT, REGARDLESS OF HOW CAUSED. This Section 4 will survive the termination of this Reimbursement Agreement.

5. **Assignment.** The rights and obligations contained in this Reimbursement Agreement will not be assigned by Payor without the express prior written consent of Company. This Reimbursement Agreement will be binding upon and inure to the benefit of any successors or assigns to the original Parties to this Reimbursement Agreement, but any assignment of this Reimbursement Agreement by Payor will not relieve Payor of any obligations to Company and Payor will continue to be jointly and severally liable for all the obligations under this Reimbursement Agreement notwithstanding any assignment.

6. **Notice.** Any notice or communication permitted or required by this Reimbursement Agreement must be in writing, communicated by either physical or electronic delivery.

COMPANY	PAYOR
Texas Midstream Gas Services One Williams Center Tulsa, OK 74172 Attention: Commercial Contracts CommercialContracts@Williams.com	**City of Burleson** 1161 SW Wilshire Blvd Burleson, Texas 76028 Attention: Lance J Barton Email:Lbarton@burlesontx.com

Changes to the above addresses and contact information may be done by written notice.

Any and all payments to Company required by this Reimbursement Agreement may be electronically paid to the bank account of which Company will provide the details of separately.

Any and all payments to Payor required by this Reimbursement Agreement may be electronically paid to the bank account of which Payor will provide the details of separately.

7. **Relationship of the Parties.** With respect to Company's completion of the Scope Work and Project, Company is acting solely on its own behalf (and not as a partner or pursuant to a joint venture with Payor) in a contractual arrangement with Payor for its payment to Company of the Initial Payment.

8. **Further Cooperation.** The Parties will cooperate with the other and execute such instruments or documents and take such other actions as may reasonably be requested from time to time in order to carry out, evidence or confirm their rights or obligations or as may be reasonably necessary or helpful to give effect to and carry out the provisions and purposes of this Reimbursement Agreement.

9. **Severability.** If any provision of this Reimbursement Agreement is declared null and void or voidable by a court of competent jurisdiction, such declaration will in no way affect the validity or effectiveness of the other provisions of this Reimbursement Agreement, which will remain in full force and effect, and the Parties will thereafter use their commercially reasonable efforts to agree upon an equitable adjustment to the provisions of this Reimbursement Agreement with a view to effecting its purpose.

10. **Amendment.** This Reimbursement Agreement may be amended, restated, or supplemented only by the written agreement of the Parties.

11. **Entire Agreement.** This Reimbursement Agreement reflects the whole and entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral and written, between the Parties with respect to the subject matter hereof.

12. **Drafting.** Every provision of this Reimbursement Agreement will be considered as prepared through the joint efforts of the Parties and will not be construed against either Party as a result of the preparation or drafting thereof.

13. **CHOICE OF LAW.** THIS REIMBURSEMENT AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE (WHETHER OF THE STATE OF TEXAS OR ANY OTHER JURISDICTION).

14. **Counterparts.** This Reimbursement Agreement may be executed in counterpart signature pages, all of which together shall constitute one and the same document. Duly executed signature pages may be delivered electronically.

15. **No Waiver of Governmental Immunity.** Nothing contained in this Reimbursement Agreement shall be construed as a waiver of Payor's governmental immunity, or of any damage caps or limitations imposed by law, or any other legal protections granted to Payor by law, except to the extent expressly provided in this Reimbursement Agreement.

[Signature pages follow.]

Texas Midstream Gas Services, L.L.C.

By: _____

Name: _____

Title: _____

AGREED TO this ___ day of _____, 2022

City of Burleson

By: _____

Name: _____

Title: _____

AGREED TO this ___ day of _____, 2022

EXHIBIT "A"
TO THE RELOCATION REIMBURSEMENT AGREEMENT
DATED August 18, 2022
Between
Texas Midstream Gas Services
And
City of Burleson

MAP OF EXISTING PIPELINE

[INSERT MAP]

THE CITY OF BURLESON TEXAS

Department Memo

Choose an item.

DEPARTMENT: **Parks and Recreation**

FROM: **Jen Basham, Director of Parks and Recreation**

MEETING: **September 6, 2022**

SUBJECT:

Consider approval of a change order to purchase order 224796 for the purchase of two True Stair Steppers in the amount of $16,565 from Comm-Fit (Staff Contact: Jen Basham, Director of Parks and Recreation).

SUMMARY:

The Brick Equipment Replacement fund was scheduled to replace the spin bikes this fiscal year. The total allocated for equipment replacement is $96,000, at this time only the spin bikes and stair steppers need to be replaced. The remaining balance will stay in the equipment replacement fund for future years.

The cost to replace 20 spin bikes is $42,287 leaving us additional funds to replace other failing equipment. After purchasing the spin bikes we identified two Stairmasters that are no longer working and need to be replaced. The additional cost to replace these machines is $16,565, making the total funds needed $58,852. This total exceeds the $50,000 threshold, requiring it to come before council for authorization to purchase.

The spin bikes are scheduled to arrive in early September but we are seeking approval to increase this PO to include two new True Climbers.

OPTIONS:

1) Approve as presented
2) Approve with changes
3) Deny

RECOMMENDATION:

Staff recommendations approving the change order in the amount of $16,565

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

N/A

FISCAL IMPACT:

Explain fiscal impact if any

STAFF CONTACT:

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

Brick Equipment Replacement

City Council Meeting - September 6, 2022
Staff Presenter: Jen Basham, Director of Park and Recreation



Equipment Replacement

1. Spin Bike Replacement
2. Stairmaster Replacement
3. Options



509

Spin Bike Replacement

Funding: $96,000 allocated for equipment replacement in the FY 2022 budget

Inventory inspected and spin bikes were identified as the primary need for replacement in this fiscal year

Original Plan - Replace Spin Bikes

Total number of bikes: 20

Total cost: $42,287

Purchase of the Spin Bikes was approved and purchased on August 5, 2022

The spin bikes are scheduled to arrive early September



BTX MADE

510

Stairmaster Replacement



Funds remaining for equipment replacement after purchasing spin bikes: $53,713

Additional Request: Replace two broken Starimasters with two True Climbers

Additional Cost: $16,565

Total Cost of Spin Bikes & True Climbers: $58,852

Since this total exceeds the $50,000 threshold it must be authorized by Council

BTX MADE

511

Options

- Approve as presented
- Approve with changes
- Deny



BTX MADE

512

QUOTE

Number: AAAQ24315KR-01

Date: Jul 6, 2022

QUOTES ARE VALID FOR 30 DAYS

4651 Sunbelt Dr., Addison, TX 75001

Phone: 214.912.4305

Fax:

Bill To:

City of Burleson Recreation Center
Allison Smith
550 NW Summercrest Dr
Burleson, TX 76028

Phone 817-426-9113
Fax

Ship To:

City of Burleson Recreation Center
Allison Smith
550 NW Summercrest Dr
Burleson, TX 76028

Phone 817-426-9113
Fax

Salesperson	P.O. Number	Installer	Terms
Keith Rakovan		Comm-Fit Del	Net 30 Days

Line	Qty	Item Number	Description	MSRP	Unit Price	Ext. Price
1	20	971-0016	STAGES SC2.20 INDOOR CYCLE - (BIKE ONLY)	$2,375.00	$1,900.00	$38,000.00
2						
3	1	FREIGHT	FREIGHT & PROCESSING	$1,887.00	$1,887.00	$1,887.00
4	1	DEL	DELIVERY & INSTALLATION	$2,400.00	$2,400.00	$2,400.00
5			**BUYBOARD STATE CONTRACT - #665-22**			

SubTotal	$42,287.00
Tax % 0.0000	$0.00
Total	**$42,287.00**

Signature **Date**

Please sign and email to keith@comm-fit.com or fax back to 972-620-7798.

Check Number:
Date Received:

Deposit Amount	**$0.00**
Amount Due	**$42,287.00**

COMM-FIT INSTALLATION REQUIREMENTS: STANDARD LEAD TIMES APPLY. WE ARE CURRENTLY EXPERIENCING LONGER THAN NORMAL LEAD TIMES. EQUIPMENT SHIPMENTS MAY TAKE UP TO 10-14 WEEKS.
CLIENT IS RESPONSIBLE FOR ENSURING JOB SITE IS CLEAN & READY FOR INSTALL. ELECTRICAL REQUIREMENTS MUST BE MET & ON AT TIME OF INSTALL.
INSTALLATION CONFIRMED 14 DAYS PRIOR TO DELIVERY. ADDITIONAL FEES WILL APPLY FOR STORAGE, TRIP FEES & CHANGES AFTER CONFIRMATION.
CONSULT YOUR SALES REPRESENTATIVE FOR DETAILED PRODUCT REQUIREMENTS.

TERMS: 50% DEPOSIT, BALANCE DUE BY DELIVERY OR PURCHASE ORDER. CUSTOM ORDERS & ORDERS BELOW $5,000.00 REQUIRE PREPAYMENT.
CREDIT CARD PAYMENTS SUBJECT TO A 3.5% TRANSACTION FEE.
CANCELLATIONS SUBJECT TO 25% RESTOCKING FEE (100% FOR CUSTOM ORDERS).
ORDER SUBJECT TO SALES TAX (IF APPLICABLE).

QUOTE

Number: AAAQ26704KR
Date: Aug 4, 2022
QUOTES ARE VALID FOR 30 DAYS

4651 Sunbelt Dr., Addison, TX 75001
Phone: 214.912.4305
Fax:

Bill To:

City of Burleson Recreation Center
Allison Smith
550 NW Summercrest Dr
Burleson, TX 76028

Phone 817-426-9113
Fax

Ship To:

City of Burleson Recreation Center
Allison Smith
550 NW Summercrest Dr
Burleson, TX 76028

Phone 817-426-9113
Fax

Salesperson	P.O. Number	Installer	Terms
Keith Rakovan		Comm-Fit Del	Net 30 Days

Line	Qty	Item Number	Description	MSRP	Unit Price	Ext. Price
1	2	VC900	TRUE PALISADE CLIMBER (BASE ONLY)	$10,000.00	$7,500.00	$15,000.00
2	2	C4T9	TRUE ENVISION 9 (CONSOLE ONLY), UNIVERSAL	$1,399.00	$1,049.25	$2,098.50
3	1	DISC	SALES DISCOUNT - Preferred Customer	$0.00	-$1,573.50	-$1,573.50
4						
5	1	FREIGHT	FREIGHT & PROCESSING	$924.00	$924.00	$924.00
6	1	FREIGHT	FREIGHT & PROCESSING - Discount Preferred Customer	$0.00	-$1,055.00	-$1,055.00
7	1	FREIGHT SURCHARGE	FREIGHT SURCHARGES & TARIFFS	$493.00	$493.00	$493.00
8	1	DEL	DELIVERY & INSTALLATION	$678.00	$678.00	$678.00
9			**BUYBOARD STATE CONTRACT - #665-22**			

SubTotal	$16,565.00
Tax % 0.0000	$0.00
Total	**$16,565.00**

Signature **Date**

Please sign and email to keith@comm-fit.com or fax back to 972-620-7798.

Check Number:
Date Received:

Deposit Amount	**$0.00**
Amount Due	**$16,565.00**

COMM-FIT INSTALLATION REQUIREMENTS: STANDARD LEAD TIMES APPLY. WE ARE CURRENTLY EXPERIENCING LONGER THAN NORMAL LEAD TIMES. EQUIPMENT SHIPMENTS MAY TAKE UP TO 10-14 WEEKS.
CLIENT IS RESPONSIBLE FOR ENSURING JOB SITE IS CLEAN & READY FOR INSTALL. ELECTRICAL REQUIREMENTS MUST BE MET & ON AT TIME OF INSTALL. INSTALLATION CONFIRMED 14 DAYS PRIOR TO DELIVERY. ADDITIONAL FEES WILL APPLY FOR STORAGE, TRIP FEES & CHANGES AFTER CONFIRMATION. CONSULT YOUR SALES REPRESENTATIVE FOR DETAILED PRODUCT REQUIREMENTS.

TERMS: 50% DEPOSIT, BALANCE DUE BY DELIVERY OR PURCHASE ORDER. CUSTOM ORDERS & ORDERS BELOW $5,000.00 REQUIRE PREPAYMENT.
CREDIT CARD PAYMENTS SUBJECT TO A 3.5% TRANSACTION FEE.
CANCELLATIONS SUBJECT TO 25% RESTOCKING FEE (100% FOR CUSTOM ORDERS).
ORDER SUBJECT TO SALES TAX (IF APPLICABLE).

THE CITY OF BURLESON TEXAS

Department Memo

City Council Regular Meeting

DEPARTMENT: **Legal**

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

MEETING: **September 6, 2022**

SUBJECT:

Consider approval of a minute order authorizing the expenditure to Taylor, Olson, Adkins, Sralla, & Elam, LLP, for legal services in the amount not to exceed $280,000. *(Staff Contact: Matt Ribitzki, Deputy City Attorney/Compliance Manager)*

SUMMARY:

Allen Taylor is appointed by City Council to serve as the City Attorney. In this minute order, staff is seeking authorization to pay Mr. Taylor's law firm Taylor, Olson, Adkins, Sralla, & Elam, LLP, for legal services rendered to the City during the next fiscal year. TOASE invoices the City monthly for legal services provided to the City. The $280,000 amount includes the budgeted and projected cost of TOASE legal services for the next fiscal year.

OPTIONS:

1) Approve the minute order
2) Approve the minute order with changes
3) Deny the minute order

RECOMMENDATION:

None.

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

None.

FISCAL IMPACT:

Budgeted Y/N: Y

Amount: $280,000

Account: 001-1016-414.30-01

STAFF CONTACT:

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

City Attorney Legal Services Fees

City Council – September 6, 2022

Matt Ribitzki – Deputy City Attorney/Compliance Manager

City Attorney Legal Services Fees

THE CITY OF BURLESON TEXAS

Taylor, Olson, Adkins, Sralla, & Elam, LLP (TOASE)

- Allen Taylor serves as City Attorney
- Staff anticipates that TOASE legal services fees will be $280,000 in FY22-23
- Staff seeks authorization to pay TOASE up to $280,000 for legal services

THE CITY OF BURLESON TEXAS

Questions?

TOASE Legal Services Fees

THE CITY OF BURLESON TEXAS

Department Memo

City Council Regular Meeting

DEPARTMENT: **City Manager's Office**

FROM: **Martin Avila, Finance Director**

MEETING: **September 6, 2022**

SUBJECT:

Hold a public hearing on the Fiscal Year 2022-2023 proposed annual budget. This budget will raise more total property taxes than last year's budget by an amount of $1,749,741, a 7.78 percent increase, and of that amount $944,179 is tax revenue to be raised from new property added to the tax roll this year. *(Staff Presenter: Martin Avila, Finance Director)*

SUMMARY:

On July 29, 2022, City Manager submitted to City Council and City Secretary's Office a proposed annual budget for Fiscal Year 2022-2023. On the August 4, 2022 Special Session, City Manager presented the proposed budget to Council and the public. September 6, 2022, is to hold a public hearing on the Fiscal Year 2022-2023 proposed budget.

OPTIONS:

NA

RECOMMENDATION:

NA

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

August 4, 2022 Special Session:

- Council approved minute order setting date and time of the public hearing on the tax rate and budget for FY 2022-2023 for September 6, 2022.
- Council approved a resolution proposing a tax rate $0.6572 per $100 value. The proposed rate is subject to final approval by the City Council.

FISCAL IMPACT:

NA

STAFF CONTACT:

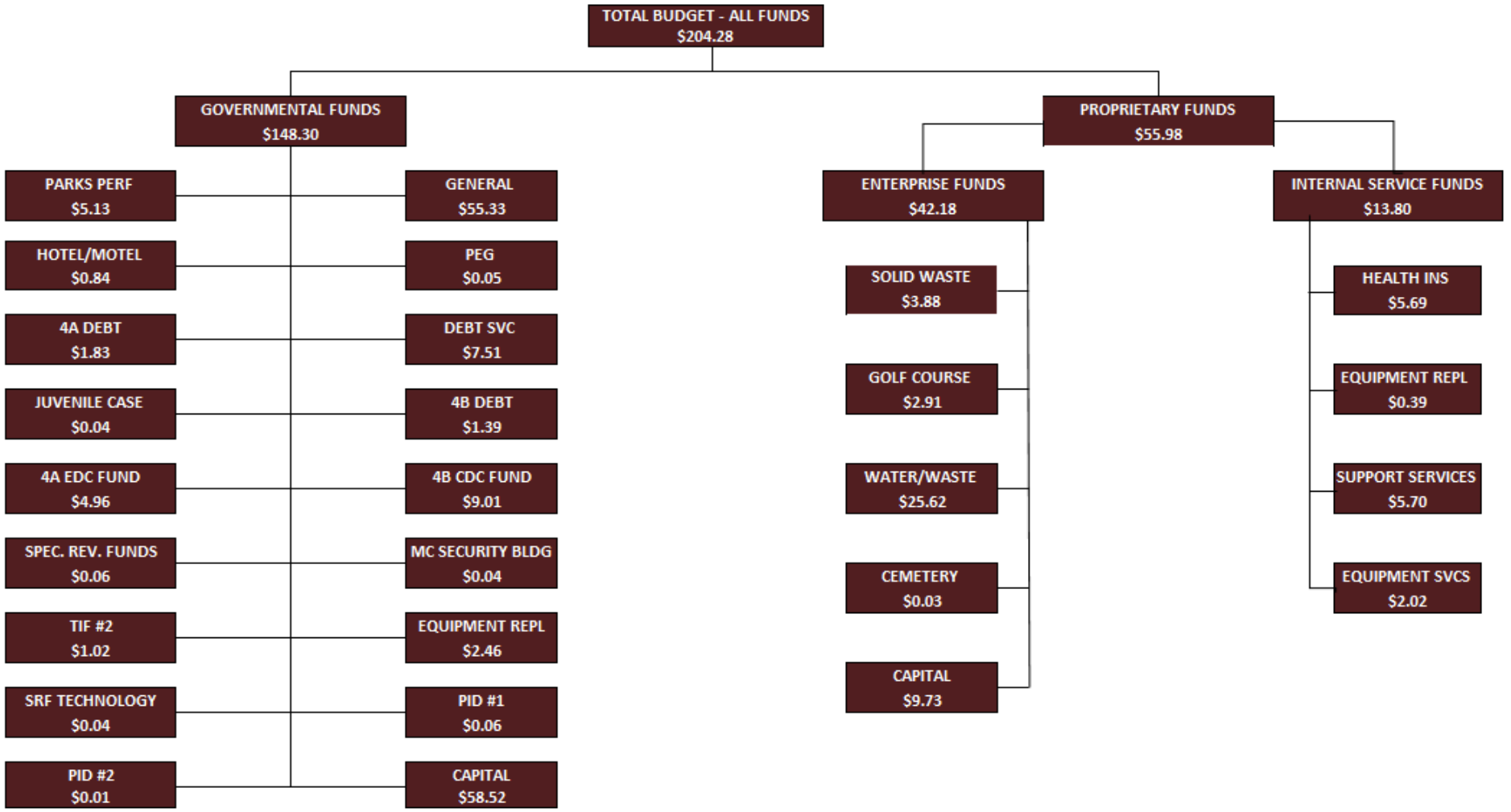
Martin, Avila
Finance Director
mavila@burlesontx.com
817-426-9651

THE CITY OF BURLESON TEXAS

Proposed Budget FY2022
Tax Rate and Related Ordinances

PRESENTED TO THE CITY COUNCIL ON SEPTEMBER 6, 2022

Overall Budget (in Millions)



Assumptions for General Fund

Assessed Value Increases

- FY 2024: Assumes 3% increase of existing properties and $125 million for new construction.
- FY 2025-27: Assumes 3% growth of existing properties and 2% growth for new construction.
- FY 2024-27: Assumes an additional 1% homestead exemption each year.

Debt Service Tax Rate: Increase of $0.0038
compared to FY 2021-22

+

General Fund Tax Rate: Decrease of $0.0325
compared to FY 2021-22

=

Total Tax Rate: Decrease of $0.0287
compared to FY 2021-22

Sales Tax

FY 2022: Assumes 12%	FY 2023: Assumes 3% increase	FY 2024-2027: Assumes 3% increase

Tax Rate History

Fiscal Year	General Fund Rate	Debt Rate	Total Rate
FY 2022-23 Proposed	**$0.4649**	**$0.1923**	**$0.6572**
FY 2021-22	$0.4974	$0.1885	$0.6859
FY 2020-21	$0.5187	$0.1924	$0.7111
FY 2019-20	$0.5106	$0.2094	$0.7200
FY 2018-19	$0.5228	$0.2122	$0.7350
FY 2017-18	$0.5228	$0.2122	$0.7350
FY 2016-17	$0.5228	$0.2122	$0.7350
FY 2015-16	$0.5278	$0.2122	$0.7400
FY 2014-15	$0.5278	$0.2122	$0.7400
FY 2013-14	$0.5278	$0.1622	$0.6900

$0.0778 cents decrease

Lowest tax rate since FY 2007-2008 total tax rate - $0.6618 (15 years ago)

Homestead Exemption



- 1% homestead exemption was approved as part of the FY 2022 budget process and is effective in FY 2023
- 2% homestead exemption will be proposed during the FY 2023 budget process and will be effective for FY 2024.
- Minimum homestead exemption (primary residence) - $5,000

For a home valued at $253,812

- FY 2024: 2%, savings of $32.86
- FY 2025: 3%, savings of $50.04
- FY 2026: 4%, savings of $66.72
- FY 2027: 5%, savings of $83.40

Summary of Assumptions

	FY 23	FY 24	FY 25	FY 26	FY 27
Existing Appraised Value Growth	3%	3%	3%	3%	3%
New Construction	$147M	$125M	$127.5M	$130M	$132.6M
Sales Tax Growth	3%	3%	3%	3%	3%
Compensation *	3.5%	3.5%	3.5%	3.5%	3.5%
Tax Rate	$0.6572	$0.6572	$0.6572	$0.6572	$0.6572
Cash Funding – Capital Projects	$2.5M	$2.5M	$1.0M	$1.0M	$1.0M
Future Bond Sales	$9.6M	$25.9M	$19.5M	$14.0M	$17.5M

*Plus eligible step increases for Police/Fire
FY 23 Compensation effective 10/1/2022

$8 million cash funding capital projects estimated over the next 5 years

Total Outstanding Bond Debt

Supporting Debt	Outstanding Principal 9/30/2021	Percent	Outstanding Principal 9/30/2022	Percent	Increase (Decrease) Principal
Tax Supported Debt*	$59,462,361	41%	$56,412,368	39%	($3,049,991)
Water & Sewer	$54,360,000	38%	$55,780,000	38%	$1,420,000
4A	$11,947,068	9%	$10,374,490	7%	($1,572,580)
4B	$10,085,000	7%	$13,035,000	9%	$2,950,000
TIF	$5,120,000	4%	$8,040,000	6%	$2,920,000
Golf	$1,385,571	1%	$1,063,142	1%	($322,429)
Total Outstanding Debt*	**$142,360,000**	100%	**$144,705,000**	100%	**$2,345,000**

*All bond debt must be used for costs associated with capital projects and cannot be used for day to-day operations.

Includes $14,385,000 estimated 2022 GO and CO bond issue offset with $12,040,000 reduction of existing debt for a net change of $2,345,000.

Water/Wastewater

Key issues in the development of the budget:

Enhance Future Capacity	Capital Improvement Program	Rates

• Completion of sewer project from City of Fort Worth to enhance future capacity for development
• $14,688,442 – Source of funding- bond issue in FY 2022 and available funds
	• $6 million bond issue proposed in FY 2022
	• 5 year Capital Improvement Plan 2023-2027:
	  • Water - $42.5 million
	  • Sewer - $34.7 million
		• No sewer rate increase proposed for FY 2022-2023
		• No water rate proposed for FY 2022-2023
		• No rate increase proposed until FY 2025

Solid Waste Fund Assumptions

Revenues
No projected fee increase for FY 23 Project a 5% fee increase in FY 24-27 ($2.31 increase on residential account)
2% - 2.25% increase in growth for FY 2023-2024

Expenditures	
Collection contract	Average cost $2.6 million
Recycling program	Average cost $475,000
Current contract expires in FY 2024	

Total Expenditure Budget by Fund
(in millions)

Fund	FY 21-22	Proposed FY22-23	Variance
General Fund	$50.3	$55.3	$5.0
Debt Service	$7.2	$7.5	$0.3
Water & Wastewater Fund	$24.5	$25.6	$1.1
Solid Waste Fund	$3.7	$3.9	$0.2
Hidden Creek Golf Course Fund	$2.9	$2.9	$0.0
Parks Performance Fund	$4.8	$5.1	$0.3
4A Sales Tax SRF	$9.6	$5.0	($4.6)
4B Sales Tax SRF	$6.4	$9.0	$2.6
Capital Projects	$23.7	$21.7	($2.0)
Other Funds	$34.0	$68.3	$34.3
Total	**$167.1**	**$204.3**	**$37.2**

September 6, 2022 Council Meeting

- Public Hearing on FY2022-23 budget and property tax rate- Agenda item #
- Approval of ordinances (First reading) – Agenda item #
  - FY2022-23 budget- October 1, 2022 – September 30, 2023
  - Levying the property tax for the tax year 2022 taxable values and adopting the property tax rate of $0.6572 per $100 value
  - Approving Tax year 2022 tax roll
  - Approving the FY 2022-23 schedule of fees
  - Establishing the FY2022-23 rates for water and wastewater service (no increase)
  - Establishing the FY2022-23 rates for solid waste service (no increase)
  - Approving a 2% residential homestead exemption for Tax Year 2023 to be effective October 1, 2023 for FY2023-24

Next Steps

September 12 – Special City Council meeting. Final reading of the ordinances to approve the budget, tax rate and related ordinances.

QUESTIONS/COMMENTS

THE CITY OF

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BUDGET WORK SESSION

with City Council

FY 22-23



City of Burleson
Fiscal Year 2022-2023
Budget Cover Page

This budget will raise more revenue from property taxes than last year's budget by an amount of $1,749,741, which is a 7.78 percent increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is $944,179.

The members of the governing body voted on the budget as follows:

FOR:

AGAINST:

PRESENT and not voting:

ABSENT:

Property Tax Rate Comparison

	2022-2023	2021-2022
Property Tax Rate:	$0.6572/100	$0.6859/100
No-New-Revenue Tax Rate:	$0.6218/100	$0.6859/100
No-New-Revenue Maintenance & Operations Tax Rate:	$0.4550/100	$0.4959/100
Voter-Approval Tax Rate:	$0.6971/100	$0.7198/100
Debt Rate:	$0.1923/100	$0.1885/100

Total debt obligation for City of Burleson secured by property taxes: $56,412,368

GOVERNMENT FINANCE OFFICERS ASSOCIATION

Distinguished Budget Presentation Award

PRESENTED TO

City of Burleson
Texas

For the Fiscal Year Beginning

October 01, 2021

Christopher P. Morrill

Executive Director

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THE CITY OF
BURLESON
TEXAS

THE CITY OF BURLESON TEXAS

City Manager's Budget Message

July 29, 2022

To the Honorable Mayor and Members of the City Council:

The proposed budget has been developed over the last several months with the input of the city council and community. It is designed to meet the challenges faced by the organization and accomplish the goals outlined in the City of Burleson's Strategic Plan.

The Fiscal Year (FY) 2022/23 Proposed Budget has also been developed in the context of a five-year financial plan. This approach aims to ensure that decisions made today are financially sustainable in the future. To that end, the budget has been developed to match recurring revenues and recurring expenses in FY 2022/23.

This memo provides detailed information on the budget focus areas, proposed new positions and other service enhancements. Below are some of the biggest takeaways from this year's proposed budget.

Takeaways

1. **Lower tax rate**
   For the fourth straight year, the property tax rate is being reduced. The proposed tax rate of $0.6572 is $0.0287 lower than last year's rate of $0.6859. Since 2019, the rate has been reduced by almost eight (8) cents, from $0.7350 (2019) to $0.6572 (2023).

2. **Homestead exemption**
   Last year's budget included a one percent (1%) homestead exemption for the first time in the city's history. The proposed budget this year includes a two percent (2%) homestead exemption in FY 2023, which will be increased one percent (1%) each year thereafter to continue to offer our resident's a way to decrease their property tax bill.

3. **Street and Traffic Improvements**
   The Capital Improvement Program (CIP) proposes $6.2 million in street and traffic improvements over the coming year and $35 million for the construction of Lakewood/Chisholm Summit infrastructure. In the five-year CIP, the budget includes over $87.6 million in funds for street, traffic and sidewalk improvements.

4. **Public Safety Enhancements**
   The budget recommends the addition of two (2) new police lieutenants, three (3) school resource officers, one (1) property and evidence technician, one (1) records clerk, three (3) dispatch communication personnel and six (6) new fire personnel. Since 2019, we have increased public safety staff by 41 positions.

5. **Utilities**
   No rate increases are proposed for this fiscal year.

Budget Focus Areas

Strategic Plan

The city's Strategic Plan guides the organization for the next 12-24 months and is organized according to the following Strategic Focus Areas (SFAs):

- High Performing City Organization
- Dynamic and Preferred City
- Beautiful, Safe and Vibrant Community
- Great Place to Live

The city council determined the Strategic Focus Areas during a planning retreat in 2021, and they have been incorporated into the proposed budget for FY 2022/23. The city council will be asked to formally approve the updated Strategic Plan along with the budget in September.

Public Input

Over the past year, the city of Burleson has conducted numerous surveys, online forums and other outreach efforts. Earlier this year, the city completed a city-wide survey to gauge existing satisfaction in a number of service areas. Additionally, the city created a standalone budget transparency web page, and a survey was used to gauge citizen interest in various program areas. This survey, and the feedback received throughout the year, have formed the basis of many of the recommendations in the FY 2022/23 Proposed Budget.

Cost Containment and Organizational Efficiency

To effectively achieve the strategic items outlined above, the proposed budget incorporates a number of **cost containment** initiatives. The below programs have been implemented over the past year to contain costs.

- **Lean Government** Staff has created a Lean Government program that engages employees across the organization to identify areas for process improvement using an approach to define, measure, analyze, improve and control processes. The initiatives are designed to provide cost savings, increase revenues and strengthen city productivity.
- **Equipment Replacement Funding Optimization** The analysis of the Equipment Replacement Funds resulted in a $3 million return to the General Fund and a $1 million transfer from the proprietary equipment replacement fund to the Water Fund. This was accomplished while achieving optimal fund balance for future replacement of all required equipment.
- **Employee Benefits** Staff reviewed the city's contracts for healthcare administration and initiated new agreements, which reduced costs by $250,000.
- **Finance** Through the development of new investment policies, the city's investment functions have improved, and interest earnings have increased by more than $100,000 annually.
- **Salary Savings** City administration has saved an estimated $850,000 in salary savings by managing vacant positions. The administration also saved an estimated $200,000 in fire department overtime by implementing an enhanced overtime policy.
- **American Rescue Plan (ARPA) Funds** The second installment of Burleson ARPA funding was designated for use during the FY 2022/23 budget cycle, with $1.7 million used for public safety, fire, emergency medical services, police, dispatch and communications. Over the eligibility period, ARPA funds will offset approximately $11.9 million in costs that the General Fund would have otherwise paid.

Organizational efficiency has been enhanced in various area. Some of the more notable enhancements that occurred in the past year or began the planning stages are listed below:

- **311 Customer Relationship Management (CRM) System** The proposed FY 2022/23 budget includes funding for a CRM system that will allow staff to analyze customer interactions and improve overall performance for all departments.
- **Phoenix G2 Station Alerting System** Implementing the new alerting system provided a 41% decrease in time for dispatch of priority 1 calls to continue to provide our residents with top-notch emergency services.
- **Debt Sale Reduction** Evaluated the city's existing cash balances and planned capital projects to reduce debt sales for FY 2021/22, resulting in a $12 million savings.

- **Computer-Aided Dispatch (CAD)** Improved citizen safety by implementing the (CAD) system to prioritize and record incident calls, identify the status and location of public safety in the field and effectively dispatch first responders.

Financial Sustainability

In addition to cost containment, cost reductions and process improvements, significant attention has been given to the overall financial sustainability of the organization. Below are a few focus areas that highlight these efforts.

- The FY 2022/23 budget maintains strong fund balances and reserves and includes a 10-year projection to ensure today's decisions are financially viable in the future.
- The Capital Improvement Plan (CIP) includes increases in cash-funded capital ($8 million for the general fund) to provide more financial flexibility and reduce future debt service costs.
- To ensure financial sustainability, a portion of new growth will be allocated to fund future capital projects rather than current operating costs.
- The proposed budget minimizes rate increases for utilities in the future to continue to provide efficient water and sewer services to our residents.
- Through an analysis of retirement plan options, staff adjusted the city's annual retirement contributions, saving the city approximately $3.6 million over twenty years and $2.8 million yearly afterward.

2022 Bond: Investments in Public Infrastructure and Facilities

In May 2022, the voters approved an $86 million bond program. The proposed budget includes funding to begin many of the approved projects. Below is a list of projects that will be initiated in FY 2022/23.

- **SH 174 Traffic Signal Improvements** Technology to allow the city to study, control and synchronize the traffic signals throughout the city. Total cost $1,861,123.
- **Neighborhood Street Rebuild** Full-depth rebuild of pavement for streets throughout the city. Total cost $825,833.
- **Sidewalk Program** Design and construction of sidewalks throughout the city in coordination with the Master Mobility Plan and the Parks Masterplan. Total cost $446,946.
- **Dual Left Turn Lanes at Lakewood and SH174** Design and construction of a dual left-turn lane from Lakewood Drive onto northbound SH174/Wilshire Boulevard. Total cost $85,000.

- **Police Station** Expansion of the current police department headquarters, including a dedicated public safety communications area, training space for officers and additional evidence and equipment storage areas. Year one design cost $3,600,000.
- **CR1020 Alsbury Widening** Design of Alsbury Boulevard to increase the road width from two lanes to a four-lane road. Design cost $2,500,000.

Public Safety Enhancements

Police Department After reviewing the capabilities of the Burleson Police Department, and the needs of the community, the FY 2022/23 proposed budget includes funding for seven (7) new positions and equipment as follows:

- One (1) new police patrol lieutenant and vehicle is budgeted for $308,840. This will increase the operational support to line officers, sergeants and command staff.
- One (1) new police administrative lieutenant and vehicle is budgeted for $241,667. With increased staff, the lieutenant will manage the efforts of multiple sergeants in real-time, providing a consistent chain of command with a single point of authority.
- One (1) new property and evidence technician is budgeted at $43,043, starting mid-year. The position will help manage the 17% annual increase in the number of evidence pieces being processed by the property coordinator.
- One (1) records clerk is budgeted at $41,345 starting mid-year. The position will facilitate the management of incident reports which have increased 21% year over year.
- Three (3) new school resource officers and associated vehicles will be added to increase police presence at area schools while preparing for student population growth. Burleson ISD will provide $369,176 in funding for the school resource officers, costing $738,352.
- One (1) midsized mobile command post will provide command and control for emergencies and special events. The total unit cost is $302,380, funded entirely by the American Rescue Plan Act (ARPA).
- One (1) medical armored rescue vehicle to provide the required protection during barricaded situations and extractions. The unit cost is $384,301, funded entirely by the American Rescue Plan Act (ARPA).

In July 2022, the city council authorized a comprehensive staffing analysis to be prepared by Matrix Consulting. The positions outlined above are planned for the upcoming fiscal year but are contingent upon the recommendations from the study.

Fire Department To enhance fire and Emergency Medical Services (EMS) services, the FY 2022/23 proposed budget includes funding for the following positions and enhancements:

- An additional six (6) firefighters to provide enhanced safety to the community by improving response time and providing EMS services. The city is planning to begin emergency medical transport services in October 2023. The additional staff will facilitate this service transition and allow three ambulances to operate.
- An additional (3) three outdoor warning sirens will be installed and (6) six other outdoor warning sirens will be upgraded for a total cost of $150,000.
- The proposed budget includes $598,919 in additional funds for the fire department, which will be funded with American Rescue Plan Act (ARPA) funds through FY 2025. At that point, the General Fund will absorb these costs moving forward.

Public Safety Communications To better serve the citizens, public safety communications will implement an Emergency Medical Dispatch (EMD) protocol in conjunction with the fire-based EMS program. The improved service changes will necessitate the addition of (3) three public safety communications specialists. The proposed budget includes $397,885 for the protocol software and communication specialists, which will be funded with American Rescue Plan Act (ARPA) funds in FY 2023.

Employee Compensation and Benefits

The city continues to analyze the recently completed compensation study to ensure employees, particularly public safety, are paid at market value. The city is taking steps to propose merit and market adjustments to keep the city competitive with surrounding municipalities.

- **Market adjustments** Police and fire sworn positions (full-time and part-time) will receive a two (2) percent increase on October 1, 2022, at $268,920. A series of equity adjustments to non-sworn positions were made in FY 2021/22 to keep pay in line with peer cities at the cost of $489,762; as a result, significant adjustments are not anticipated for FY 2022/23.
- **Merit Increases** Police and sworn positions (full-time and part-time) will receive a three (3) percent step increase on October 1, 2022, at the cost of $326,798. All other employees are budgeted to receive an average of 3.5% merit increase effective October 1, 2022, at the cost of $840,480 for non-sworn positions.
- **Health Insurance** City contributions to the Health Insurance Fund will not increase in FY 2023 but will increase from FY 2024 to FY 2027. Premiums will also not increase in FY 2023, but are projected to increase by five (5) percent from FY 2024 to FY 2027. The dental coverage benefit has been increased from $1,500 to $2,000.
- **Benefits** A near-site clinic allowing employees and family members to receive physician care at a reduced rate will be evaluated and potentially be implemented by early FY

2023. Additionally, a new deferred compensation 457(B) provider will use significantly lower fees for members and will begin in the fall.

Economic Development

- **Retail Recruitment** Alley Cats has broken ground on their entertainment venue in Burleson. The venue will bring bowling, arcade, laser tag, mini-golf, go-carts and other attractions to the community. Heim BBQ and Razzoo's Cajun Café are under construction in Old Town Burleson. Chipotle Mexican Grill, Dutch Bros Coffee, Salad and Go, Wing It On! and Tropical Smoothie Café are under construction at Burleson Village.
- **Chisholm Summit Master Planned Community** Ongoing infrastructure improvements are anticipated over several years. The development includes an estimated taxable value of $1.15 billion, covering 915 acres with 3,065 residential units, over 10 miles of interconnected trails and 102 acres of dedicated parkland. This development is expected to generate a net benefit of $3 million yearly for the city above service delivery costs at build-out.
- **Hooper Business Park** The 106-acre medical and professional office park within the Chisholm Summit Master Planned Community will improve the community's access to Chisholm Trail Parkway and encourage development on the city's west side.
- **HighPoint Business Park** Yukon Ventures broke ground on their 250,000 square feet phase two (2) expansion of cold storage distribution space, bringing an additional 50 employees to the business park. Fifty acres of remaining green field sites are under contract with planning for up to 500,000 square feet of speculative manufacturing and warehouse space.

Other Notable Budget Items

Customer Service (311) Department The proposed budget includes $340,000 in the Support Services Fund to implement the new CRM software system that will become Burleson 311. Burleson 311's goal is to provide the highest and most efficient customer experience to our citizens by providing a single point of entry to local government information and services with an easy-to-remember phone number, resolving the citizen's needs on the first phone call, and improving citizen engagement/empowerment with easy access to municipal services/information.

One (1) full-time employee is proposed in the FY 2022/23 budget for a new data management position in the customer service department. The position will be responsible for measuring

effective internal processes through data analysis, assisting departments in tracking their performance and improving accountability by streamlining the approaches to service delivery.

Public Works The public works department will have multiple initiatives this year, including implementing the voter-approved 2022 Bond projects. Six new positions have been recommended for the public works team to manage the additional project load. The proposed positions include:

- One (1) deputy public works director
- One (1) administration assistant
- One (1) signal technician
- One (1) traffic center operator
- One (1) engineering project coordinator
- One (1) development inspector

Funding for the positions is allocated from four separate funds. In the FY 2022/23 budget, the General Fund will contribute $301,287 the Water/Wastewater Fund will be responsible for $173,665, $78,298 will come from CIP Funds and $115,862 will be allocated from the 4A fund.

Library An additional youth services librarian is included with the budget to serve the city with expanded outreach and programs for school-aged children and teens. A library outreach vehicle is also included with the budget to transport supplies and equipment for community outreach. The vehicle will be used for various outreach programs, including computer/robotic classes, outdoor sensory stations, craft programs, special events, and school visits. The proposed budget allocates $216,528 for the library outreach vehicle and youth services librarian.

Finance The budget includes $50,000 to create an internal audit program. This program will supplement the annual audit and identify additional areas that can be improved.

Legal/Purchasing The budget includes $50,000 to review the Americans with Disabilities Act (ADA) standards for structures and accessibility throughout the city. The city is required to have such a plan; in the future, the budget will include additional amounts to fund the needed improvements. In addition, the budget provides $64,674 from the General Fund and $43,114 from the Water/Wastewater fund for a new purchasing agent position that will assist with a growing workload associated with the CIP program.

Budget Funds Summary

The overall FY 2022/23 Proposed Budget for all funds is $204.28 million and includes 461.05 full-time equivalents (FTE) positions. A comprehensive budget summary is attached in this document's accompanying Budget Overview section.

The **total proposed tax rate** is $0.6572 per $100 of assessed valuation, which is $0.0287 cents lower than the prior year. Of this amount, $0.4649 is provided for maintenance and operations and $0.1923 is provided for debt service.

The proposed budget provides funding for a net increase of 27.5 FTEs for all funds compared to the FY 2021/22 budget. The proposed changes include:

Public Safety (7 full-time positions)

- One (1) Police Lieutenant (Patrol)
- One (1) Police Lieutenant (Admin)
- One (1) Police Property & Evidence Technician
- One (1) Police Records Clerk
- Three (3) Police SRO (BISD Funding)

Emergency Management Services (9 full-time positions)

- Six (6) Firefighters (ARPA Funding)
- Three (3)Public Safety Communications Specialist (ARPA Funding)

Capital Program (6 full-time positions)

- One (1) Deputy Public Works Director
- One (1) Public Works Administration Assistant
- One (1) Signal Technician
- One (1) Traffic Center Operator
- One (1) Engineering Project Coordinator
- One (1) Inspector

General Government (5.5 full-time positions)

- One (1) Purchasing Agent
- One (1) Customer Service Data Manager
- One (1) Fleet Technician
- One (1) FTE Information Technology Systems Analyst
- One (1) FTE Youth Services Librarian
- 0.5 FTE Kennel Tech (P/T to F/T)

Water and Wastewater Fund The proposed budget does not recommend any fee increases for water or sewer utility customers. The FY 2022/23 plan includes water line rehabilitation work for $2 million, an industrial boulevard pump station expansion for $1.3 million and sewer line rehabilitation work for $3 million. The five-year capital improvement program (CIP) for water projects is approximately $43.2 million, and the five-year CIP for sewer projects is $34.8 million.

Support Services Fund With the implementation of software as a service (SAS) the city must increase its overall bandwidth to support these features and regular day-to-day operations, specifically with the upcoming Enterprise Resource Planning (ERP), Computer Aided Dispatch (CAD) and 311 customer services systems. With the additional systems and required support, the budget includes a systems analyst, cyber security network enhancements and the replacement of Access Points for $235,450.

Parks Performance Fund The budget includes several needed improvements to the BRiCk, such as replacing pool sand filters for $93,879, adding portable soccer goals for $7,776, LED lighting for the indoor track for $4,857 and exterior of the facility for $62,941.

Below are some additional enhancements as well:

- **Russell Farm Art Center** The budget includes $9,188 to add a partition for the existing Chesapeake building to create an additional classroom.
- **4B Parks Performance Fund** To provide the required maintenance at the city's athletic fields and other grounds, the budget includes $14,800 for groundwater conservation and $60,000 for water costs at the Bartlett Complex associated with the city's agreement with the Burleson Independent Soccer Association. Funding for adding pump control panels to athletic fields ($22,000) and striping of parking lots ($6,000) is also included.
- **Hidden Creek Golf Course Fund** To properly maintain the course, an additional $25,000 has been budgeted for fertilizer and chemicals. The Capital Improvement Plan (CIP) includes bunker, signage, and tree removal improvements for $167,250.

Downtown TIF (TIF #2) The budget anticipates issuing approximately $4.6 million in Certificate of Obligation (COs) bonds over the next two years for the Ellison Street Project. The plan includes the redevelopment of the Ellison Street Parking and the construction of city-owned office space, including a police storefront substation.

Capital Improvements Program (CIP) In addition to the projects approved by voters in the 2022 Bond Program (listed on page 4), the city's CIP includes funding the following projects in the FY 2022/23 budget:

- $1.5 million for city hall renovations
- $1.5 million for Bartlett Field regrading
- $2 million for Chisholm and Baily Lake parking
- $500,000 for upgraded air conditioning and controls at the BRiCk
- $5 million for water and sewer line rehabilitation across the city
- $300,000 million for the renovation of Fire Station #1
- $323,545 for the widening of Alsbury Boulevard from Candler Street to Hulen Street
- $192,497 for Renfro Street and Johnson Avenue pedestrian improvements

In Conclusion

The input of the city council has been invaluable in preparing the FY 2022/23 Proposed Budget. I sincerely thank the city council members for their hard work and dedication to the citizens of Burleson. I also appreciate the feedback, analysis, and hard work of the city of Burleson employees in their assistance in preparing the recommended budget. In particular, the finance department staff has been vital in assembling and analyzing this document.

With continued investments in our organization, people, and infrastructure, I am confident that this budget will position the city of Burleson to be successful in the future. With your continued support and the dedication of our staff, we will ensure quality services are delivered to our community.
Best regards,

Bryan Langley
City Manager

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FISCAL YEAR 2022-2023 BUDGET OVERVIEW

The fiscal year 2022-2023 proposed operating budget for all funds totals $135.7 million for revenues and $136.0 million in operating expenditures. In addition to the operating budget, a five-year capital improvement plan is included in the proposed budget, with $68.3 million budgeted for capital projects in the fiscal year 2022-2023. The overall budget for all funds, including capital projects, is $204.3 million.

GENERAL FUND: REVENUES

For fiscal year 2022-23 proposed budget, total revenues are budgeted at $53,151,097, a 5.0% increase over last year. The increase is primarily attributed to an 8.9% increase in property taxes and a 16.1% increase in sales tax revenue. Property and sales taxes make up 75.0% of the general fund revenues.

PROPERTY TAXES

Tax Valuation

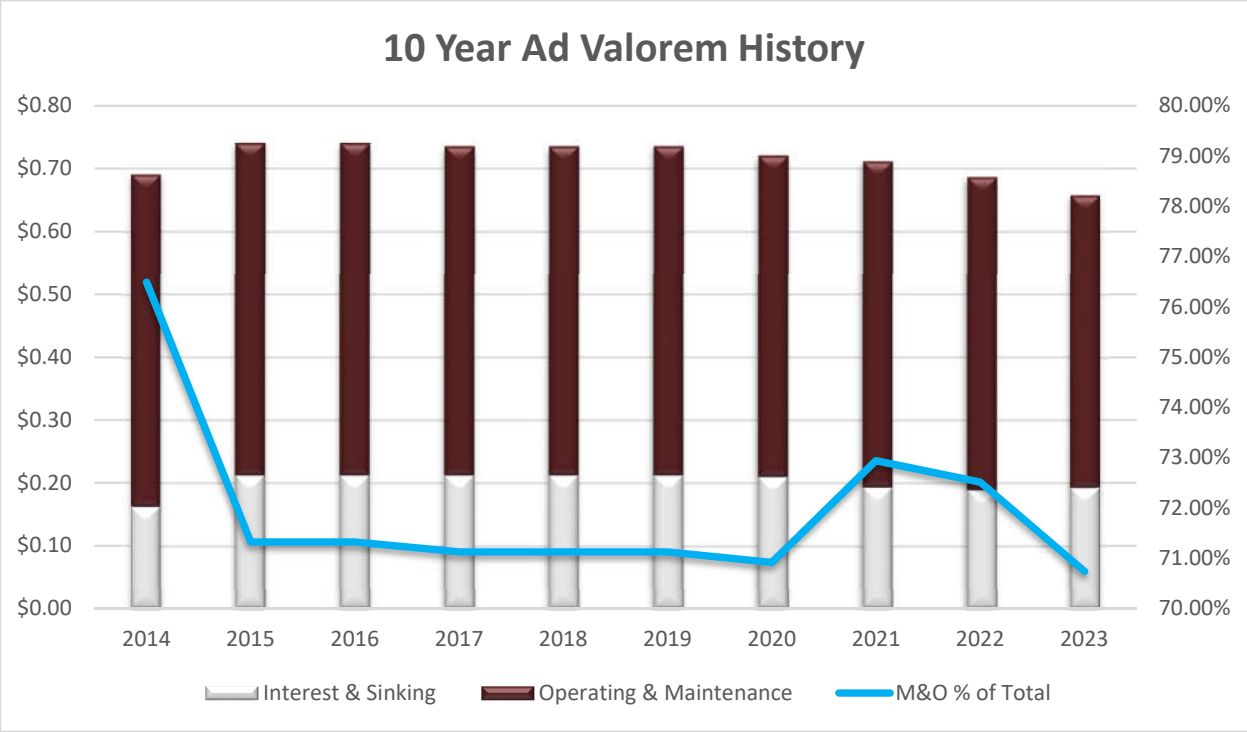
The city's 2022 property value, as certified by the Johnson County Appraisal District and Tarrant Appraisal District, is $5,189,794,906, an increase of $628,099,527 or 13.8% over 2021's $4,561,695,379. This increase in value can be attributed primarily to rising valuations of existing properties, with an additional $143,666,843 in new improvements added to the tax base. Total taxable value increased $567,529,352 or 14.7% from last year's $3,865,654,867 to $4,433,184,219.

Tax Rate

The property tax rate in the proposed budget is $0.6572, which is $.0287 less than the current rate of $0.6859. The proposed rate is the lowest since FY 2007-2008.

With the implementation of Senate Bill 2 in fiscal year 2021, the no-new-revenue tax rate and the no-new-revenue maintenance and operations (M&O) tax rate were introduced. The no-new-revenue rate for FY 2022-23 is $0.6218.

The chart below shows the historical trend of the city's tax rate since FY 2014.



Maintenance and Operations Rate (M&O rate)

The proposed budget decreases the M&O rate from $0.4974/$100 value to $0.4649/$100 value. The following graph illustrates the M&O rate as a percent of the total tax rate since FY 14.

Debt Service Rate (I&S rate)

The debt service rate increased by $0.0038 from FY 2021-2022 at a $0.1923/$100 value. This debt rate partly provides for the debt capacity to fund $84.6 million dollars in public safety and street projects over the next five years. The slight increase in the debt rate is attributable to the available debt capacity resulting in the termination of the Tax Increment Financing Reinvestment Zone (TIRZ #3) approved by city council on the July 5, 2022, regular meeting, moving approximately $63 million in tax value back to the city's tax base. City council also approved moving the debt capacity from the terminated TIRZ #3 and adjusting the debt rate to fund additional street projects for $10.4 million. The debt rate is 29.3% of the total tax rate. The debt rate allows for the funding of general government capital improvement. As the city continues to grow and prosper, the debt rate provides for the construction of public infrastructure to meet the demands of that growth. The chart below compares rates across 35 comparable cities.

JURISDICTION NAME	TAX RATE	M&O RATE	I&S RATE
ARLINGTON	0.6198	0.4098	0.2100
AZLE	0.6461	0.5821	0.0641
BEDFORD	0.5520	0.5810	0.0365
BENBROOK	0.6175	0.5810	0.0365
BURLESON ***(FY22-23 Proposed)***	0.6572	0.4649	0.1923
CEDAR HILL	0.6970	0.5182	0.1789
CLEBURNE	0.6905	0.6297	0.0608
COLLEYVILLE	0.2918	0.2807	0.0111
COPPELL	0.5800	0.4713	0.1087
CROWLEY	0.7295	0.5261	0.2034
DALWORTHINGTON GARDENS	0.6586	0.5665	0.0920
EULESS	0.4750	0.4029	0.0721
EVERMAN	1.1497	0.9188	0.2308
FLOWER MOUND	0.4050	0.3506	0.0544
FOREST HILL	0.9973	0.8817	0.1156
FORT WORTH	0.7325	0.5850	0.1475
GRAND PRAIRIE	0.6650	0.4521	0.2129
GRAPEVINE	0.2718	0.1404	0.1314
HALTOM CITY	0.6457	0.3958	0.2499
HASLET	0.2832	0.2542	0.0291
HURST	0.6252	0.5168	0.1084
KELLER	0.3950	0.3360	0.0590
KENNEDALE	0.7641	0.5729	0.1911
LAKE WORTH	0.4585	0.2028	0.2558
MANSFIELD	0.6900	0.4650	0.2250
NORTH RICHLAND HILLS	0.5722	0.3489	0.2233
PELICAN BAY	0.8000	0.8000	0.0000
RENO	0.4682	0.3575	0.1107
RICHLAND HILLS	0.5586	0.4133	0.1453
ROANOKE	0.3575	0.1950	0.1801
SAGINAW	0.4795	0.2851	0.1945
SANSOM PARK	0.6707	0.5310	0.1397
SOUTHLAKE	0.3900	0.3250	0.0650
THE COLONY	0.6500	0.4900	0.1600
TROPHY CLUB	0.4450	0.2250	0.1100
WATAUGA	0.5804	0.3954	0.1850
WESTLAKE	0.1679	0.1028	0.0650
WESTOVER HILLS	0.4789	0.4100	0.0689
WESTWORTH VILLAGE	0.4750	0.2423	0.2327
WHITE SETTLEMENT	0.7418	0.6165	0.1253

Taxable Value of Average Residential Property

The taxable value of an average residential property in Burleson grew from $232,000 in the tax year 2021 to $253,812 in the tax year 2022, a 7% increase.

Property Tax Revenue

Overall, General Fund revenue from ad valorem (property) taxes is up $1,749,741 (7.8%) from the current year to $24,249,741. The tax levy on new value-added since the last appraisal totaled $944,179. The value of properties subject to a tax ceiling has increased to $794 million in 2022 from $718 million in 2021. Frozen properties now account for 18% of the tax base.

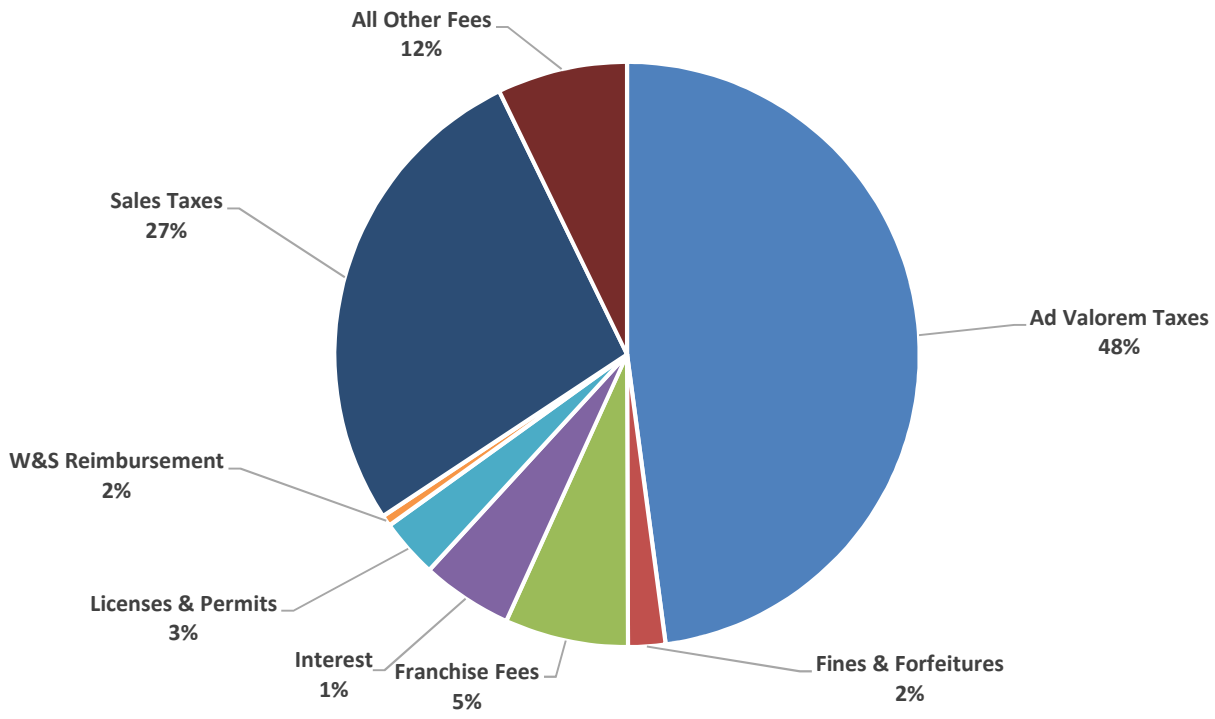
For FY 2022-23, one cent on the ad valorem tax rate will generate $438,885, allowing for protested and frozen values and assuming a 99% collection rate.

SALES TAXES

Sales tax (not including $181,115 in liquor tax) revenues are projected to increase $1,977,669 a 16.1% increase to the current budget. Revenue from sales tax in FY 2022-2023 is projected at $14,234,669, which is 26.8% of total revenue.

Combined, property and sales taxes will fund approximately 75% of General Fund revenue to fund the maintenance and operations expenses for FY 2023. The graph below illustrates this relationship.

General Fund Revenue

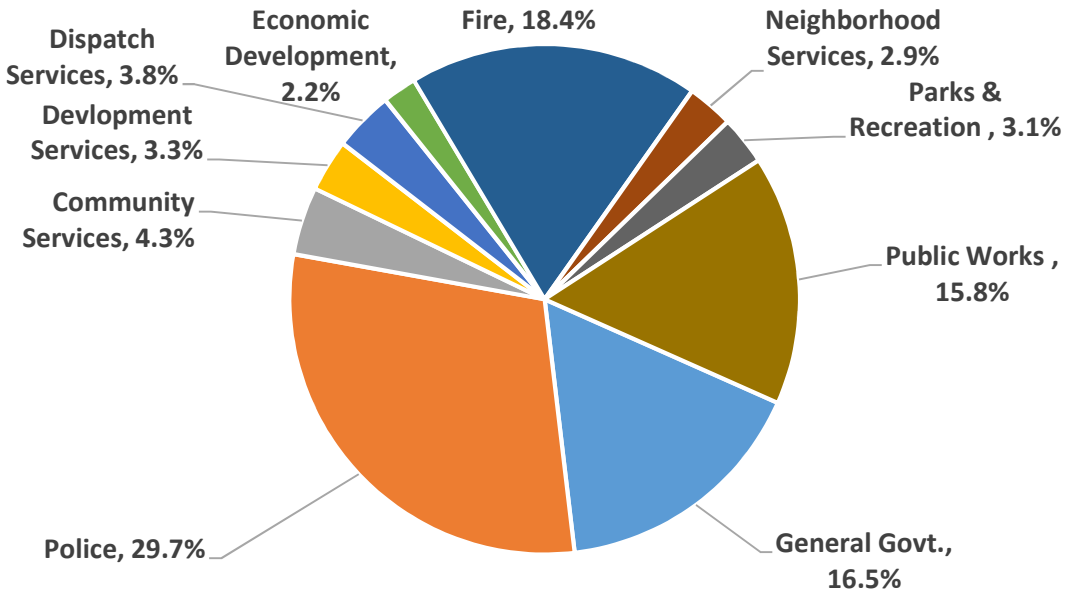


GENERAL FUND: EXPENDITURES

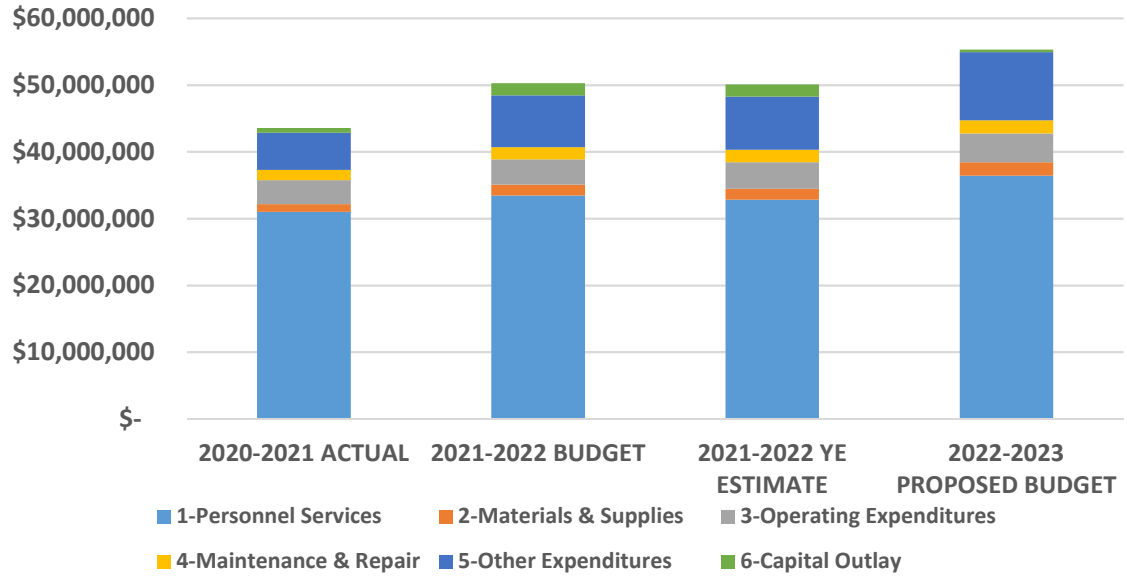
Proposed total expenditures budget is $55,328,010 which is $5,056,182 (10.06%) higher than the current budget. The increases are driven by police, fire, communications dispatch and public works.

The following graphs illustrate the spending by function, budgetary comparison, and category expense comparison.

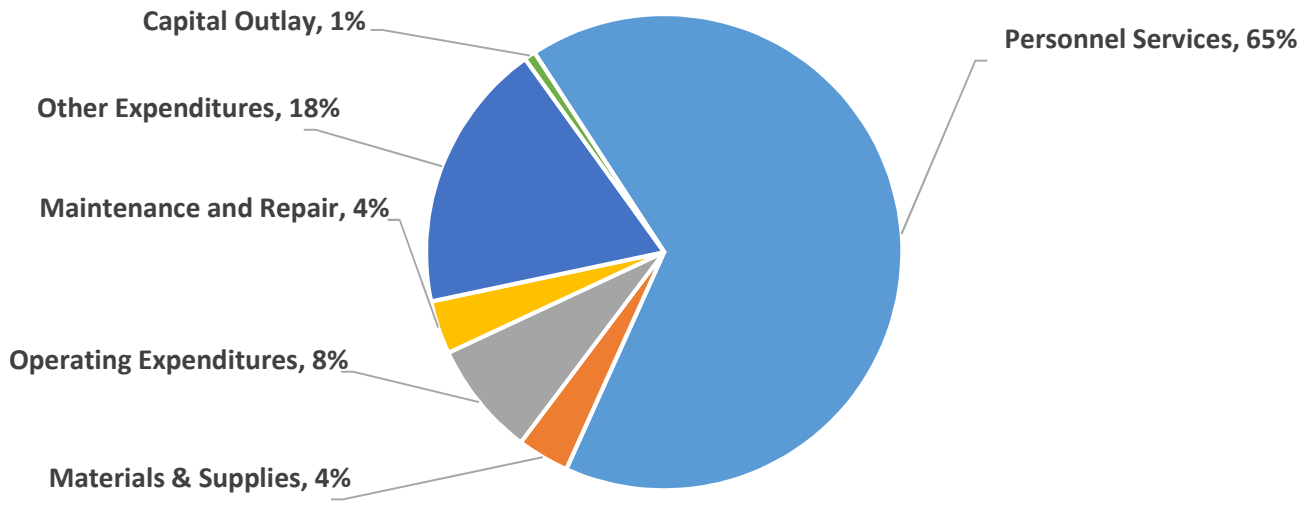
General Fund Expenditure By Function



General Fund Budgetary Expense Comparison



General Fund by Category



FUND BALANCE

The fund balance in the General Fund is estimated to be $19,958,879 at the end of FY 2022-23. This amount is $8,893,266 above the 20% minimum reserve amount established by city council policy.

4A ECONOMIC DEVELOPMENT FUND

In 2001 the citizens of Burleson approved an additional one-half of one percent sales tax to be used for economic development. The city began collecting the ½ cent sales tax in December 2001. The Burleson 4A Economic Development Corporation was established to administer the Type A EDC sales tax.

4A fund accounts for the receipt of sales tax revenue and expenditures, including debt service payments that are allowable under state regulations for 4A Economic Development Corporations.

Revenues are projected to be $7,322,335 in the proposed FY 2022-23 budget. Expenditures are projected to be $4,962,661, including $1,826,505 debt service payment, in FY 2022-23. The proposed fund balance at the end of the fiscal year 2023 is projected to be $3,332,823 or 67.15% fund balance percentage to expenditures, which is well above the 20% fund balance requirement per the city's financial policy.

4B COMMUNITY SERVICES DEVELOPMENT FUND

The citizens of Burleson approved an additional one-half of one percent sales tax in 1993 to fund the construction and acquisition of municipal facilities and for other purposes provided for by the enabling state statute.

The Special Revenue Fund accounts for the receipt of half-cent sales tax revenue and expenditures, including debt service payments that are allowable under state regulations for 4B Community Service Development Corporations.

Revenues are projected to be $7,187,335 in the proposed FY 2022-23 budget. Expenditures are projected to be $9,011,863, including $1,390,800 debt service payment, in FY 2022-23, a 40.28% increase from the FY 2021-2022 original budget. The proposed fund balance at the end of the fiscal year 2023 is projected to be $3,722,488 or 41.31% fund balance percentage to expenditures.

4B fund also transfers funds to the Parks Performance and Golf fund to subsidize their operations. The proposed transfer for FY 2023 to the Parks Performance fund is $3,130,479 and for Golf Fund is $1,107,200, which includes a $376,086 golf debt service payment.

PARKS PERFORMANCE FUND

The Parks Performance Fund is budgeted for revenues and expenditures of $5,131,200 to net a zero fund balance. A transfer of $3,130,479 is proposed from the 4B Fund to cover operational expenses in fiscal 2022-2023. The proposed operating budget revenues are expected to cover 39.0% of fund expenses in 2022-2023. Within the Parks Performance Fund, self-sustainability for the BRiCk is 49%, athletic fields are 11%, and Russell Farm is 9%. The total self-sustainability for all operations is 39%. The remaining 61% comes from the 4B Fund.

OTHER SPECIAL REVENUE FUNDS

The city has a few special revenue funds presented in this budget. The purpose of special revenue funds is to account for funding that is restricted or committed in its use. The following are presented as special revenue funds:

- **Hotel/Motel Fund** – revenues are generated from a 7% hotel/motel tax assessed on room rentals from hotels and motels and are restricted to promoting tourism, conventions, and related activities within the city. The proposed FY 2022-2023 budget includes total revenues of $489,191 and total expenditures of $839,286. The ending fund balance is projected to be $507,955 at the end of FY 2022-23.

- **Public, Educational and Governmental (PEG) Fund** – Revenue is a fee assessed by cable franchising authorities for costs associated with local channels. It is restricted for capital expenditures related to a municipal public access channel and the broadcasting of council meetings to the public. For FY 2022-23, revenues are projected at $60,000 and expenditures at $47,799. An ending fund balance at the end of FY 2022-23 is projected to be $30,144.

- **Municipal Court Technology** Fund – The revenue is part of the court fines charged to an individual and is restricted to the purchase or maintenance of technology enhancements related to municipal court. For FY 2022-23, revenues are projected at $30,000 and expenditures at $37,837. An ending fund balance at the end of FY 2022-23 is projected to be $84,163.

- **Juvenile Case Manager Fund**- Revenue is part of the court fine charged to an individual and is restricted to the salary, benefits, training, travel expenses, office supplies, and other necessary expenses related to the position of a juvenile case manager employed under CCP, article 45.056. The fund may not be used to supplement the income of an employee whose primary role is not that of a juvenile case manager. For FY 2022-23, revenues are projected at $32,960 and expenditures at $38,070. An ending fund balance at the end of FY 2022-23 is projected to be $51,332.

- **Municipal Court Building Security Fund** – A court fee charged to an individual restricted to security personnel, services, and items related to the buildings that house the operations of the municipal court. For FY 2022-23, revenues are projected at $35,000 and expenditures at $39,194. An ending fund balance at the end of FY 2022-23 is projected to be $79,642.

WATER/WASTEWATER FUND

Revenue in this fund is projected to be $25,864,089 in the proposed FY 2022-23 budget – an increase of $843,877 (3.3% increase) from the FY 2021-22 budget.

Fund Expenditures

Proposed expenditures for FY 2023 total $25,618,998 – 4% more than the FY 2022 budget. Total expenditures for this fund are increasing in 2023 by $1,144,003.

Water Rates

The proposed FY 2022-23 budget does not include a water rate increase.
The base water rates are as follows:

Meter size (in inches)	FY 22/23 Water Rate
3/4	$15.56
1	$22.41
1.5	$42.19
2	$62.18
3	$149.55
4	$249.26
6	$497.41
8	$745.56
10	$991.51
12	$1,144.90

(Note: The 3/4 inch meter is the size meter used by most water customers.)

The proposed volumetric water rates per 1,000 gallons are as follows:

	FY 22/23
1 gallon to 10,000 gallons	$4.56
10,001 gallons to 20,000 gallons	$5.75
Over 20,000 gallons	$6.57
Gas Well Drilling (all volumes)	$13.55

Wastewater Rates

The proposed FY 2022-23 wastewater rates remain the same. The base rate is $19.16/month, and the volumetric rate is $5.32/1,000 gallons. These rates are the same for residential and commercial customers, except that residential accounts are billed on the average water consumption during the winter months with a maximum of 12,000 gallons.

GOLF COURSE FUND

A policy has been implemented for the Golf Fund balance to remain at zero. With this in mind, both the revenues and expenditures for golf in the 2022-23 fiscal year are budgeted at $2,914,200. A 4B proposed transfer in the amount of $1,107,200. The Golf Fund's debt service is $376,086.

SOLID WASTE FUND

Solid Waste operations are outsourced to a third-party vendor to handle the refuse and recycling of our community. The contract is for five years, set to expire in 2024. The proposed FY 2022-2023 budget includes expenditures of $3,879,653 and revenues of $3,418,411, resulting in a net working capital decrease of $461,242, assuming adoption of the recommended rate of $18.20,

the same rate as last fiscal year. Staff projects the fund balance at the end of FY 2022-23 to be $541,116.

SUPPORT SERVICES FUND

The Support Services Fund records the activities of the information technology support services functions (currently only the information technology department) and allows for the costs of these services to be reflected as expenditures of the "customer" departments. The proposed budget expense is $5,701,729. The projected year-end working capital balance is $83,040.

CEMETERY FUND

The Cemetery (Operations) Fund is an enterprise fund used to account for the cost of operating the Burleson Memorial Cemetery. Operations are financed by revenues from the sale of cemetery lots and interest on investments. Revenues are projected at $30,746 in FY 2022-23 and expenditures are projected at $23,766. The end-of-year working capital in the Cemetery Fund is projected to be $222,971 in FY 2022-23.

EQUIPMENT SERVICES FUND

The Equipment Service Fund is an internal service fund used to enhance accountability for the expenses associated with vehicle and equipment operation. All costs related to these operations are charged to the using department to offset the proposed budget expenses of this fund. Revenues in the proposed FY 2022-23 budget are projected at $2,185,524. Fund expenditures are projected at $2,023,639. The projected end-of-year working capital in the Equipment Service Fund for FY 2022-23 is budgeted to be $11,968.

EQUIPMENT REPLACEMENT FUNDS

There are two Equipment Replacement Funds, the Governmental Equipment Replacement Fund and the Proprietary Equipment Replacement Fund. The Proprietary Equipment Replacement Fund is used as a funding, management, and planning tool that provides a systematic approach to replacing city-owned vehicles and equipment used by the Water and Wastewater Fund. The Governmental Equipment Replacement Fund Provides for the replacement of vehicles and equipment utilized by all other city departments. The funds are proprietary, internal service funds that enable the city to fund major equipment purchases without substantially affecting the stability of the ad valorem tax rate.

- **Governmental Equipment Replacement Fund: Revenues and Expenditures**
  Revenues in this fund for FY 2022-23 are projected at $2,979,042. Expenditures are estimated to be $2,461,658. The fund is scheduled to replace public works and parks equipment for $243,500, replacement of police vehicles for $708,500, and new

equipment from the proposed supplemental for $1,172,000. Proposed year-end fund balance of $ $4,066,907 for FY 2022-23.

- **Proprietary Equipment Replacement Fund: Revenues and Expenditures**
  Revenues in this fund for FY 2022-23 are projected at $2,979,042. Expenditures are estimated to be $2,461,658. The fund is scheduled to replace public works and parks equipment for $243,500, replacement of police vehicles for $708,500, and new equipment from the proposed supplemental for $1,172,000. Proposed year-end fund balance of $ $4,066,907 for FY 2022-23.

HEALTH INSURANCE FUND

This fund was created for the health insurance financial activity of the city (i.e., citywide), previously located in the General Fund. For FY 2022-23, revenues are projected to be $5,631,357 and expenditures at $5,685,193. An ending fund balance at the end of FY 2022-23 is projected to be $3,834,693.


THE CITY OF
BURLESON
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guidebtx

City of Burleson Strategic Plan

ABOUT THIS PLAN

Why a strategic plan?

The City of Burleson Strategic Plan or Guide BTX communicates the mayor and city council priorities to Burleson residents and businesses. The plan's purpose is to set overall focus areas and goals for the city and develop action items to achieve the goals. Residents can track the city's progress toward the stated goals through quarterly plan updates.

How was the plan developed?

During the fall and winter of 2021, multiple strategic planning sessions were held by the Burleson City Council with a strategic planning consultant. Together, the council created a vision and a mission statement. They also ranked the city's priorities for the staff and the city council to focus on over the upcoming years.

This plan:

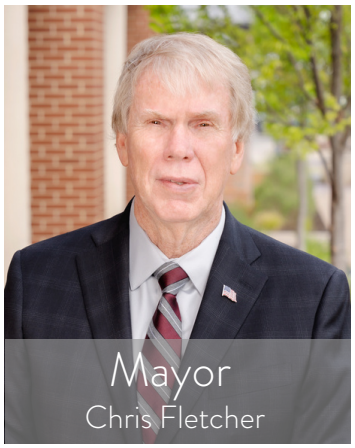
1. Creates a vision for Burleson over the next 15 years.
2. Develops key focus areas and goals the city will focus on over the next five years.
3. Outlines action items to achieve the set goals for Fiscal Year 2022-2023. Action items are updated yearly.
4. Determine city council's top and high priorities for the action tasks.

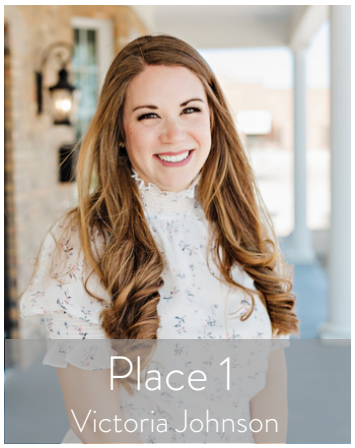






BURLESON *City Council*


Mayor
Chris Fletcher


Place 1
Victoria Johnson


Place 2
Rick Green


Place 3
Jimmy Stanford


Place 4
Tamara Payne


Place 5
Dan McClendon


Place 6
Ronnie Johnson

VISION 2037

Burleson is the premier place to:

LIVE *with great residential neighborhoods;*
WORK *with a dynamic business community; and*
PLAY *where you can enjoy life and have fun.*

Burleson 2037 is a **Safe Community,**
has a **Vibrant Old Town and**
Our residents take **Pride in Our Burleson Community**

BURLESON CITY GOVERNMENT MISSION

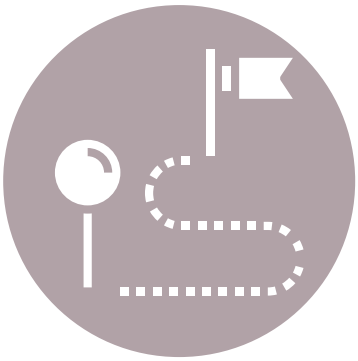
To provide exceptional, people-focused municipal services and to plan and invest in the future in a financially responsible and innovative manner through a high-performing city team and in a partnership with our Burleson community.



FOCUS AREAS



High Performing City Organization
Providing Exceptional, People Focused Services



Dynamic & Preferred City
through Managed Growth

GOALS 2027

Outcome-based objectives and potential actions for five years.



Beautiful, Safe & Vibrant Community



Great Place to Live
through Expanded Quality of Life Amenities



FOCUS AREA 1

High Performing City Organization

Providing Exceptional, People Focused Services

OBJECTIVE

To make the City of Burleson a community of choice by providing outstanding customer service, communication and community engagement; leveraging technology to be an efficient and responsive organization; being financially responsible; maintaining an organizational culture that values innovation, process improvement, productivity and teamwork; and focusing training and development opportunities for city employees.

GOAL 1

Develop a high-performing and diverse workforce by attracting and retaining the very best employees; providing a competitive salary and benefits package; maximizing employee training and educational opportunities.

GOAL 2

Continue to improve the efficiency and productivity of operations through the use of technology, innovation, teamwork and continual business process improvement.

GOAL 3

Deliver high-quality service and communications to external and internal customers by providing outstanding customer experience, communication and community engagement; regularly seeking feedback from citizens and employees through surveys, public forums and other outreach methods; and offering convenient methods for conducting business and communicating with the city.

GOAL 4

Be a responsible steward of the city's financial resources by providing services, rates and fees that represent a strong value to our citizens; providing timely, accurate and transparent financial reporting; and utilizing long-range planning.

FOCUS AREA 1

High Performing City Organization

Providing Exceptional, People Focused Services

GOAL 1

Develop a high-performance and diverse workforce by attracting and retaining the very best employees; providing a competitive salary and benefits package; maximizing employee training and educational opportunities.

	Action	Responsible Department	Target Date
1.1.1	Continue to ensure competitive compensation and benefits across the city by benchmarking against peer cities, evaluating city compensation plan ranges and adjustments, cost of living adjustments, and performance-based merits *This was determined to be a **High Priority** by city council during strategic planning*	Human Resources	On-going
1.1.2	Continue researching and developing community partnerships to discuss diversity and offer suggestions for inclusion within the city	City Secretary's Office	First Quarter (October - December 2022)
1.1.3	Implement a direct clinic model for the city employee's health benefit plan that will provide a timely health care option and provide cost savings for both employees and the city's healthcare plan	Human Resources	Second Quarter (January - March 2023)
1.1.4	Continue development of community partnerships to discuss diversity and offer suggestions of inclusion within the police department	Police	On-going

GOAL 2

Continue to improve the efficiency and productivity of operations through the use of technology, innovation, teamwork and continual business process improvement.

	Policy Action	Responsible Department	Target Date
1.2.1	Continue Lean Government program, which assesses operational performance and makes specific recommendations on how to improve projects linked directly to the city's strategic plan	Customer Service	on-going
1.2.2	Develop departmental key performance indicators (KPIs) and performance measurement data that can be used to understand operational effectiveness and guide decision making	Customer Service	Second Quarter (January - March 2023)
1.2.3	Perform cyber security threat assessment and implement necessary protocols to improve the city's cyber security posture	Information Technology	Third Quarter (April - June 2023)
1.2.4	Improve network infrastructure to ensure capabilities for software as a service application and improve data redundancies	Information Technology	Third Quarter (April - June 2023)
1.2.5	Leverage technology to improve the city's credit card process to increase staff efficiency, improve the reconciliation process and strengthen internal controls	Legal & Purchasing	Second Quarter (January - March 2023)
1.2.6	Identify a vendor to implement new computer-aided dispatch and records management system to improve efficiency and public safety response services	Public Safety Communications	Fourth Quarter (July - September 2023)

GOAL 3

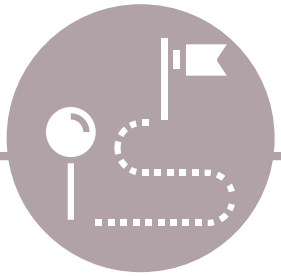
Deliver high-quality service and communications to external and internal customers by providing outstanding customer experience, communication and community engagement; regularly seeking feedback from citizens and employees through surveys, public forums and other outreach methods; and offering convenient methods for conducting business and communicating with the city.

	Action	Responsible Department	Target Date
1.3.1	Continually assess communications and engagement resources, processes, strategies and materials to seek ways to increase community stakeholder awareness and engagement *This was determined to be a **High Priority** by city council during strategic planning*	Community Service	on-going
1.3.2	Complete development and launch new city-wide 311 call center division supported by robust customer relationship management software *This was determined to be a **High Priority** by city council during strategic planning*	Customer Service	First Quarter (October - December 2022)
1.3.3	Develop communication tools to provide the public with updates on the status of the 2022 Bond Program Implementation	Community Services (Marketing and Communications)	on-going
1.3.4	Implement a citizen self-service portal to allow online inspection scheduling, online permit requests and online payment options	Development Services	Second Quarter (January - March 2023)

GOAL 4

Be a responsible steward of the city's financial resources by providing rates and fees that represent a strong value to our citizens; providing timely, accurate and transparent financial reporting; and utilizing long-range planning.

	Action	Responsible Department	Target Date
1.4.1	Develop a list of surplus city-owned property and provide the city council with options for potential sales of tracts *This was determined to be a **Top Priority** by city council during strategic planning*	Economic Development	Fourth Quarter (July - September 2023)
1.4.2	Continue implementation of the American Rescue Plan Act (ARPA) funding plan and reassess utilization of funds as needed	Finance	On-going
1.4.3	Review investment and debt policy and provide recommendations for improvement *This was determined to be a **Top Priority** by city council during strategic planning*	Finance	Second Quarter (January - March 2023)
1.4.4	Review city financial policies and provide recommendations for improvement *This was determined to be a **Top Priority** by city council during strategic planning*	Finance	Second Quarter (January - March 2023)
1.4.5	Begin implementation of city-wide enterprise resource planning (ERP) replacement to integrate data and processes from multiple city departments and consolidate them into one system to provide a more user-friendly and efficient way for the city to conduct business	Finance	First Quarter (October - December 2022)



FOCUS AREA 2

Dynamic & Preferred City

through Managed Growth

OBJECTIVE

To promote balanced residential and commercial development growth through long-term planning and zoning ordinances; develop and maintain public infrastructure in the city that improves mobility and connectivity; develop superior utility services and facilities; and promote sustainable development and job growth in the city.

GOAL 1

Attract and retain top-tier businesses to promote high-quality economic development by expanding and diversifying the tax base; and creating jobs that allow our residents to work where they live.

GOAL 2

Promote sustainable residential and commercial development through strategic and long-term planning; providing a business-friendly environment; continuing efficient development review process; and enhancing partnerships with the development community.

GOAL 3

Enhance connectivity and improve mobility by focusing on key street improvements and expanding capacity of existing transportation network, particularly within the SH 174 Corridor and the western portion of our city; improving roadway, bicycle and pedestrian infrastructure, and coordinating with Regional, State and Federal transportation partners for funding and support.

GOAL 4

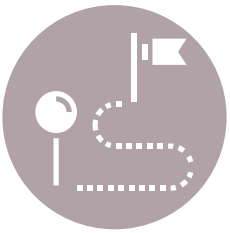
Implement the city's Capital Improvement Program to improve the quality of life for residents through the completion of projects identified in the city’s master plans.

GOAL 5

Develop and maintain facilities and utility services that meet the needs of the community through strategic planning, long-term planning and best practices.

FOCUS AREA 2

Dynamic & Preferred City
through Managed Growth



GOAL 1

Attract and retain top-tier businesses to promote high-quality economic development by expanding and diversifying the tax base; and creating jobs that allow our residents to work where they live.

	Action	Responsible Department	Target Date
2.1.1	Consider revisions and updates to the city's economic development plan, which focuses on major retail, commercial and industrial corridors across the city *This was determined to be a **Top Priority** by city council during strategic planning*	Economic Development	Fourth Quarter (July - September 2023)
2.1.2	Begin development of the Hooper Business Park in Chisholm Summit *This was determined to be a **High Priority** by city council during strategic planning*	Economic Development	Third Quarter (April - June 2023)
2.1.3	Consider options to create a new industrial park in an effort to diversify the city's tax base and provide a more resilient local economy	Economic Development	Fourth Quarter (July - September 2023)
2.1.4	Continue efforts to attract new-to-market retail establishments	Economic Development	On-going

GOAL 2

Promote sustainable residential and commercial development through strategic and long-term planning; providing a business-friendly environment; continuing efficient development review process; and enhancing partnerships with the development community.

	Action	Responsible Department	Target Date
2.2.1	Complete voluntary annexation process and begin required infrastructure of Chisholm Summit Development *This was determined to be a **Top Priority** by city council during strategic planning*	City Manager's Office	Fourth Quarter (July - September 2023)
2.2.2	Complete revisions to the Subdivision Design Manual, which details requirements associated with construction of new subdivisions within the city *This was determined to be a **Top Priority** by city council during strategic planning*	Public Works	Fourth Quarter (July - September 2023)
2.2.3	Complete update to Zoning Ordinance, which ensures new development aligns with the strategic vision of the city *This was determined to be a **Top Priority** by city council during strategic planning*	Development Services	Second Quarter (January - March 2023)
2.2.4	Pursue the development of a new trade school within the city limits to provide training opportunities for skilled labor positions *This was determined to be a **Top Priority** by city council during strategic planning*	Economic Development	Fourth Quarter (July - September 2023)

GOAL 3

Enhance connectivity and improve mobility by focusing on key street improvements and expanding capacity of existing transportation network, particularly within the SH 174 Corridor and the western portion of our city; improving roadway, bicycle and pedestrian infrastructure, and coordinating with Regional, State and Federal transportation partners for funding and support.

	Action	Responsible Department	Target Date
2.3.1	Develop a pedestrian mobility plan to enhance connectivity to parks, sidewalks and schools *This was determined to be a **High Priority** by city council during strategic planning*	Public Works	Third Quarter (April - June 2023)
2.3.2	Coordinate with the Texas Department of Transportation (TXDOT) to finalize State Highway 174 Widening design and develop a construction schedule *This was determined to be a **High Priority** by city council during strategic planning*	Public Works	Fourth Quarter (July - September 2023)
2.3.3	Develop alternative development vision and action plans to reduce residential density in the Transit Oriented Development (TOD) area *This was determined to be a **Top Priority** by city council during strategic planning*	Development Services	Fourth Quarter (July - September 2023)
2.3.4	Begin implementation of Automated Traffic Management System as approved in the 2022 bond program	Public Works	Fourth Quarter (July - September 2023)

GOAL 4

Implement the city's Capital Improvement Program to improve the quality of life for residents through the completion of projects identified in the city's master plans.

	Action	Responsible Department	Target Date
2.4.1	Finalize design and begin construction of Intelligent Traffic System (ITS) and Traffic Management Center (TMC), allowing the city to control signal timing along SH174	Public Works	Second Quarter (January - March 2023)
2.4.2	Finalize design and complete construction to improve the condition of multiple residential streets throughout the city	Public Works	Fourth Quarter (July - September 2023)
2.4.3	Finalize design for bridge connecting Alsbury Boulevard to CR1020	Public Works	Second Quarter (January - March 2023)
2.4.4	Finalize design and complete construction of various sidewalk segments, with a focus on improving pedestrian connectivity throughout the city	Public Works	Fourth Quarter (July - September 2023)
2.4.5	Design and construct additional left turn lane and new traffic signal to enhance traffic conditions at Lakewood and SH174	Public Works	Fourth Quarter (July - September 2023)
2.4.6	Approved design contract for Alsbury Boulevard extension to Lakewood Drive	Public Works	Second Quarter (January - March 2023)

GOAL 5

Develop and maintain facilities and utility services that meet the needs of the community through strategic planning, long-term planning and best practices.

	Action	Responsible Department	Target Date
2.5.1	Continue working with the City of Fort Worth to develop an agreement that addresses future water supply needs for the City of Burleson, establishes the capacity of all water lines currently serving the city and outlines terms for the purchase of any future additional needed capacity	Public Works	on-going
2.5.2	Update the Water and Sewer Master Plan to identify options to expand services to the western portion of the city	Public Works	First Quarter (October - December 2022)
2.5.3	Develop an assessment of city facilities and outline future improvement and spacing needs *This was determined to be a **Top Priority** by city council during strategic planning*	Public Works	Fourth Quarter (July - September 2023)
2.5.4	Finalize design for proposed city hall renovation and initiate construction improvements	Public Works	Third Quarter (April - June 2023)

FOCUS AREA 3

Beautiful, Safe & Vibrant Community

OBJECTIVE

Provide a beautiful, safe and vibrant community for those that live, learn, work and play in the City of Burleson by focusing on beautification programs; providing public art that enhances the community's visual appeal and uniqueness; providing crime prevention and community risk reduction programs; emergency preparedness; and emergency response services.

GOAL 1

Encourage a clean and healthy community through the promotion of positive behaviors, sustainable practices, outreach programs and city services.

GOAL 2

Encourage placemaking and a sense of belonging in our neighborhoods, parks and key commercial districts by focusing on long-range planning, comprehensive elements and public art.

GOAL 3

Enhance emergency response services provided to the community, including emergency medical, police, fire and public dispatch services.

GOAL 4

Ensure equipment and personnel needs are being met, including staffing and training.

GOAL 5

Continue community policing and risk reduction programs that create strong partnerships with the public to promote safety throughout the community.

FOCUS AREA 3

Beautiful, Safe & Vibrant Community

GOAL 1

Encourage a clean and healthy community through the promotion of positive behaviors, sustainable practices, outreach programs and city services.

	Action	Responsible Department	Target Date
3.1.1	Consider options and partnerships for the placement of digital signs in the community	City Manager's Office	Fourth Quarter (July - September 2023)
3.1.2	Develop a Façade Improvement Program to incentivize the redevelopment of commercial districts	Development Services	Third Quarter (April - June 2023)
3.1.3	Update and increase participation in the Adopt-A-Spot program to enhance community beautification	Neighborhood Services (Environmental Services Division)	Third Quarter (April - June 2023)
3.1.4	Develop partnerships and incentives to increase urban canopy throughout the city	Neighborhood Services (Environmental Services Division)	Second Quarter (January - March 2023)

GOAL 2

Encourage placemaking and a sense of belonging in our neighborhoods, parks and key commercial districts by focusing on long-range planning, comprehensive elements and public art.

	Action	Responsible Department	Target Date
3.2.1	Develop a policy and funding plan to continue and enhance public art within the community	Neighborhood Services	First Quarter (October - December 2022)
3.2.2	Coordinate with development partners to create a vision for the Hidden Creek corridor and outline possible options *This was determined to be a **Top Priority** by city council during strategic planning*	City Manager's Office	Second Quarter (January - March 2023)
3.2.3	Identify location and amenities to establish a community park	Parks and Recreation	Fourth Quarter (July - September 2023)
3.2.4	Identify potential options for the renovation or relocation of existing softball practice fields located on Hidden Creek Parkway	Parks and Recreation	Second Quarter (January - March 2023)

GOAL 3

Enhance emergency response services provided to the community, including emergency medical, police, fire and public dispatch services.

	Action	Responsible Department	Target Date
3.3.1	Take necessary steps to transition to fire-based emergency medical services *This was determined to be a **High Priority** by city council during strategic planning*	Fire	Fourth Quarter (July - September 2023)
3.3.2	Complete staff analysis for police department to determine personnel and facility needs and begin implementation of recommendations	Police	First Quarter (October - December 2022)
3.3.3	Select architect and begin design of police department facility expansion *This was determined to be a **High Priority** by city council during strategic planning*	Police	First Quarter (October - December 2022)
3.3.4	Enhance efforts to ensure the community is prepared for emergencies	Fire (Emergency Management)	Third Quarter (April - June 2023)
3.3.5	Partner with fire department and medical director to establish emergency medical dispatch (EMD) protocols	Public Safety Communications	Fourth Quarter (July - September 2023)
3.3.6	Obtain Texas Commission on Law Enforcement (TCOLE) Telecommunication Agency credentials	Public Safety Communications	Fourth Quarter (July - September 2023)

GOAL 4

Ensure equipment and personnel needs are being met, including staffing, support and training.

	Action	Responsible Department	Target Date
3.4.1	Establish a location for future fire station #4 to support growth in the western portion of the city *This was determined to be a **High Priority** by city council during strategic planning*	Fire	First Quarter (October - December 2022)
3.4.2	Enhance school safety by increasing the number of school resource officers (SRO) to support Burleson ISD's safety plan	Police	First Quarter (October - December 2022)
3.4.3	Consider staff and equipment needs in accordance with third-party staff analysis	Police	Second Quarter (January - March 2023)
3.4.4	Increase staff in fire and public safety communications to prepare for the transition of emergency medical services (EMS)	Fire/Public Safety Communications	Second Quarter (January - March 2023)
3.4.5	Partner with consulting firm and stakeholders to research and select a new Computer-Aided Dispatch (CAD), Mobile Data System (MDS) and Records Management System (RMS) suite	Public Safety Communications	Second Quarter (January - March 2023)

GOAL 5

Continue community policing and risk reduction programs that create strong partnerships with the public to promote safety throughout the community.

	Action	Responsible Department	Target Date
3.5.1	Evaluate the need and potential options for establishing a rental registration and inspection program	Neighborhood Services	Third Quarter (April - June 2023)
3.5.2	Cultivate partnerships with local nonprofits and develop a Community Safety Action Plan to support and prepare the community in the event of emergencies and national disaster *This was determined to be a **High Priority** by city council during strategic planning*	Fire (Emergency Management)	First Quarter (October - December 2022)
3.5.3	Continue to enhance Community Risk Reduction efforts (drowning prevention, CPR, Stop the Bleed, etc.), making our city a safer place to live, work and visit	Fire (Community Risk Reduction Divison)	Fourth Quarter (July - September 2023)
3.5.4	Upgrade the city's outdoor warning system to interface with the Everbridge communication platform, which will automatically issue National Weather Service warnings	Fire (Emergency Management)	Second Quarter (January - March 2023)



FOCUS AREA 4

Great Place to Live

through Expanded Quality of Life Amenities

OBJECTIVE

To make the City of Burleson a premier place to live, learn and play by providing outstanding cultural, recreational and educational opportunities that enrich the lives of our residents.

GOAL 1

Provide high-quality parks for residents by expanding park amenities and options; enhancing city's trail network; and improving access to parks facilities.

GOAL 2

Provide high-quality recreation opportunities, events and facilities for residents by expanding programs and options for all ages and abilities that enrich the quality of life for residents.

GOAL 3

Provide outstanding cultural, educational and entertainment opportunities by cultivating mutually beneficial partnerships with area education and government entities, the business community, and not-for-profits.

FOCUS AREA 4

Great Place to Live
through Expanded Quality of Life Amenities

GOAL 1

Provide high-quality parks for residents by expanding park amenities and options; enhancing city's trail network; and improving access to parks facilities.

	Action	Responsible Department	Target Date
4.1.1	Develop a 5-year capital program based on the Parks Master Plan *This was determined to be a **High Priority** by city council during strategic planning*	Parks and Recreation	Fourth Quarter (July - September 2023)
4.1.2	Complete design and begin construction for Village Creek trail to improve interconnectivity to the current trail system	Parks and Recreation	Third Quarter (April - June 2023)
4.1.3	Finalize design and begin construction for Shannon Creek Park	Parks and Recreation	Third Quarter (April - June 2023)
4.1.4	Renovate and refurbish park amenities in neighborhood parks throughout the city	Parks and Recreation	Fourth Quarter (July - September 2023)

GOAL 2

Provide high-quality recreation opportunities, events and facilities for residents by expanding programs and options for all ages and abilities that enrich the quality of life for residents.

	Action	Responsible Department	Target Date
4.2.1	Develop vision and create options for a Community Multi-Purpose Art Center space *This was determined to be a **Top Priority** by city council during strategic planning*	City Manager's Office	Fourth Quarter (July - September 2023)
4.2.2	Utilize a consultant to complete an analysis to identify long-term library facility and service delivery methods *This was determined to be a **Top Priority** by city council during strategic planning*	Community Services (Public Library)	Third Quarter (April - June 2023)
4.2.3	Develop options to increase teen recreational programming in the city's library and recreational facilities *This was determined to be a **High Priority** by city council during strategic planning*	Community Services (Public Library)/Parks and Recreation	Second Quarter (January - March 2023)
4.2.4	Enhance programming at the Senior Activity Center to offer additional activities to increase center utilization	Community Services (Senior Activity Center)	Third Quarter (April - June 2023)
4.2.5	Pursue mobile programming and services for recreation opportunities to ensure all areas of the community are provided city resources	Community Services (Public Library)/Parks and Recreation	Third Quarter (April - June 2023)

GOAL 3

Provide outstanding cultural, educational and entertainment opportunities by cultivating mutually beneficial partnerships with area education and government entities, the business community, and not-for-profits.

	Action	Responsible Department	Target Date
4.3.1	Install a video system in the Mayor Vera Calvin Plaza to showcase city events to visitors and those in our community with sensory sensitivities or disabilities	Community Services (Marketing and Communications)	First Quarter (October - December 2022)
4.3.2	Begin construction of Alley Cats Entertainment facility and continue to work with the development community to develop family entertainment venues	Economic Development	First Quarter (October - December 2022)
4.3.3	Partner with Burleson ISD to successfully transfer Hill College to the former Kerr Middle School site	City Manager's Office	Third Quarter (April - June 2023)
4.3.4	Evaluate Hotel/Motel Occupancy Tax policy to enhance and attract community events and festivals to our community	Economic Development	Third Quarter (April - June 2023)
4.3.5	Consider options and incentives to partner with the development community to build a convention/civic center	City Manager's Office	Third Quarter (April - June 2023)

COMPLETED ITEMS

Other action items that were identified in the strategic plan that were accomplished in FY 21-22.

Action	Responsible Department
Develop long-term financial model to explore revenues, expenditures and staff projects needed for city's growth and buildout	Finance
Develop a business recruitment, retention and expansion plan	Economic Development
Update of the city's subdivision ordinance	Development Services

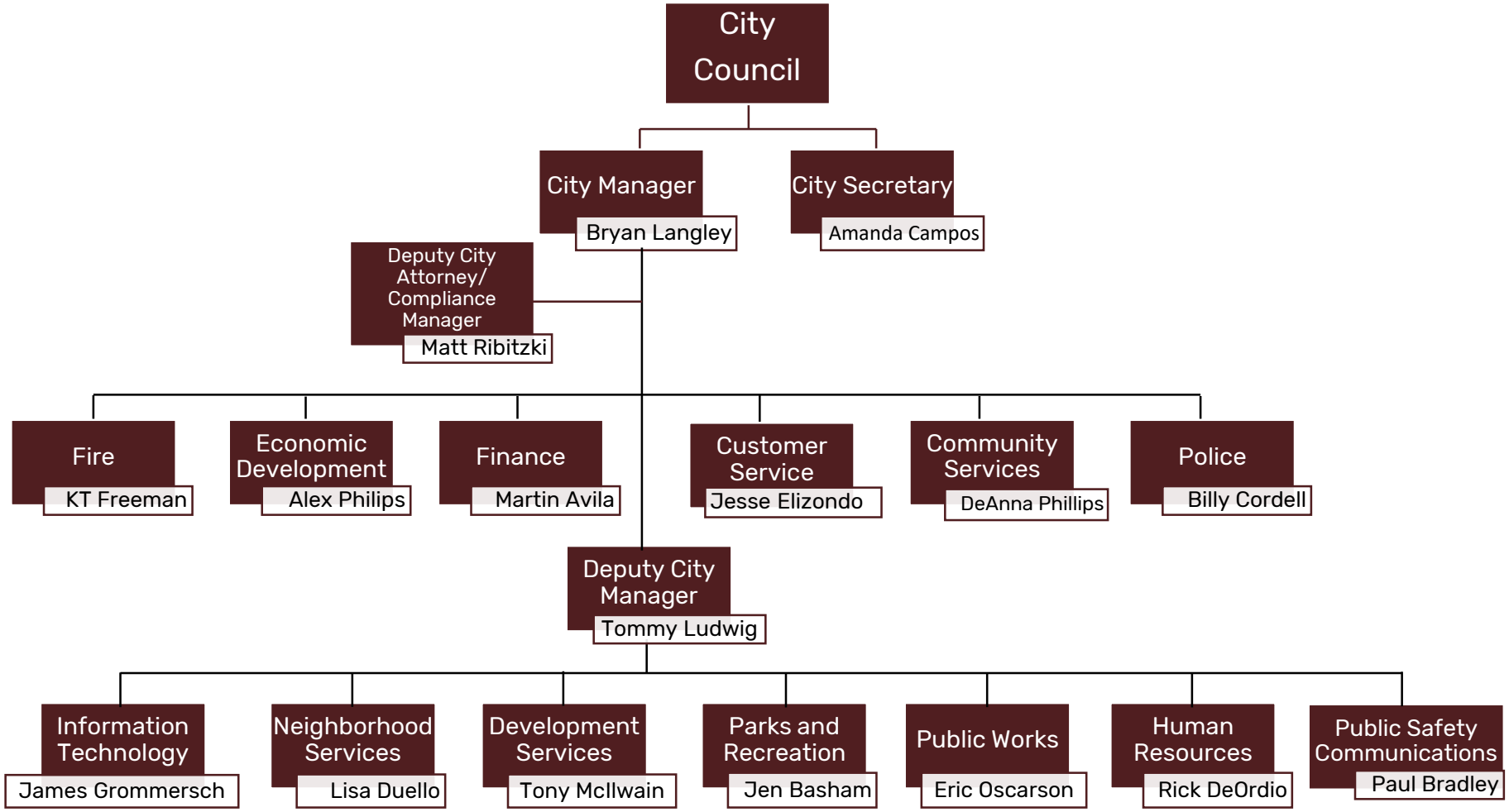
THE CITY OF

BURLESON

TEXAS

THE CITY OF BURLESON TEXAS

Organizational Chart



CITY OF BURLESON FUND STRUCTURE BY BUDGETARY BASIS

Governmental Actvities

Modified Accrual Basis of Accounting

Government Fund	
Debt Service Funds	General Debt Service
	Type 4B Debt Service
	Type 4A Debt Service
Special Revenue Fund	Parks Performance Fund
	Type 4B Special Revenue Fund
	Type 4A Special Revenue Fund
	Economic Development Fund
	Hotel/Motel Fund

Business Activities

Accrual Basis of Accounting

Enterprise	Water and Wastewater
	Solid Waste
	Hidden Golf Course
	Cemetary
Internal Service	Equipment Services
	Equipment Replacement-Government
	Equipment Replacement-Business
	Support Services

Note: Basis for budget is the same as for audited financial statements.

CITY OF BURLESON FUND DESCRIPTION

Governmental

Modified Accrual Basis of Accounting

MAJOR FUNDS:

FUND	DESCRIPTION	MAJOR REVENUE SOURCES	MAJOR SERVICES PROVIDED
General	Most basic fund used in COB	• Property Taxes • Sales Taxes • Licenses and Permits • Fines & Forfeitures • Interest • Miscellaneous • Other Sources	• General Administration • Public Safety • Community Services • Public Works (Except Water/Wastewater and Solid Waste)
Burleson Community Services Development Corporation (4B) Special Revenue Fund	Special Revenue Fund	• 1/2 cent Sales Tax	• Economic Development
4A Corporation Special Revenue Fund	Special Revenue Fund	• 1/2 cent Sales Tax	• Economic Development
Parks Performance Special Revenue Fund	Special Revenue Fund	• User Fees	• Burleson Recreation Center (BRiCk) • Ballfields
General Debt Service Fund	Debt Service Fund	• Property Taxes	• Payment of General Long-term Debt Obligations

NON-MAJOR FUNDS:

FUND	DESCRIPTION	MAJOR REVENUE SOURCES	MAJOR SERVICES PROVIDED
Economic Development Fund	Special Revenue Fund	• Property Taxes • Sales Taxes	• Economic Development Incentives
Hotel/Motel Fund	Special Revenue Fund	• 7% room occupancy tax	• Economic Development
Burleson 4A Corporation Debt Service Fund	Debt Service Fund	• 1/2 cent Sales Tax	• Payment of 4A Long-term Debt Obligations
Burleson Community Service Development Corporation (4B) Fund Special Revenue Fund	Debt Service Fund	• 1/2 cent Sales Tax	• Payment of 4B Long-term Debt Obligations

CITY OF BURLESON FUNDS DESCRIPTION

Proprietary

Accrual Basis of Accounting

Major Funds:

FUND	DESCRIPTION	MAJOR REVENUE SOURCES	MAJOR SERVICES PROVIDED
Water & Wastewater Fund	Enterprise Fund	• Water and Wastewater Charges	• Water and wastewater services for citizens
Hidden Creek Golf Course Fund	Enterprise Fund	• Golf Fees	• Golf Course
Solid Waste	Enterprise Fund	• Solid Waste Fees	• Garbage and recycling services for citizens

Non-Major Funds:

FUND	DESCRIPTION	MAJOR REVENUE SOURCES	MAJOR SERVICES PROVIDED
Cemetery	Enterprise Fund	• Cemetery Fees	• Maintenance and operations of Cemetery
Equipment Services	Internal Service Fund	• Equipment charges received from other funds	• Vehicles and other equipment for other departments
Equipment Replacement - Governmental	Internal Service Fund	• Replacement charges from other governmental departments	• Money set aside for replacement of governmental funds' vehicles and equipment
Equipment Replacement - Business	Internal Service Fund	• Replacement charges from enterprise departments	• Money set aside for replacement of enterprise funds' vehicles and equipment
Support Services Fund	Internal Service Fund	• Transfers from other funds	• Centralized Information Technology charges

BASIS OF BUDGETING

GOVERNMENTAL FUNDS

All budgets prepared for governmental funds are budgeted on a basis similar to the modified accrual basis of accounting. Under this basis of accounting, revenues are recognized when they become measurable and available to finance expenditures of the current period.

Expenditures are generally recognized when the related fund liability is incurred. However, there are two fundamental differences between the bases used to report the City's financial plan, (i.e., the budget) versus the basis used to report the historical results of financial operations (the Comprehensive Annual Financial Report or CAFR).

Firstly, the City employs full encumbrance accounting at the budgetary level. Encumbrances represent commitments related to unperformed contracts for goods or services. Encumbrances outstanding at year end represent the estimated amount of expenditures ultimately to result if unperformed contracts in process at year-end are completed. Encumbrances outstanding at year-end constitute neither expenditures nor liabilities on a modified accrual basis of accounting. However, on a budgetary basis these amounts are reflected as having been funded by appropriations of the budget in force at the time the encumbrance was created. For example, assume that an item was encumbered and ordered in 20X4 then delivered and invoiced in 20X5. For budgetary purposes, the transaction would be reflected in the 20X4 budget, the year the encumbrance is established. For financial reporting purposes, the transaction would be reported in 20X5; the year the item was delivered and the related liability was incurred. One should note that encumbrance accounting affects the timing of expenditure recognition, not the amount.

Employing encumbrance accounting at the budgetary level tends to promote the earliest possible recognition of financial obligations and requires the City to officially identify and appropriate funding at this early stage. The City's CAFR contains a reconciliation between the budget or financial plan and the actual results of operations. This reconciliation reflects the adjustments necessary to report the results of operations on a budgetary basis rather than a modified accrual basis.

PROPRIETARY FUNDS

Budgeting for business-like funds are called Proprietary Funds. There are two types, the Enterprise and Internal Service Funds. Both are prepared in a manner similar to the basis used in the accrual method of accounting but the treatment of capital purchases represents an area in which fundamental differences exist. These differences are, once again related to the timing rather than the amount of expenditures.

In an accrual accounting environment, such as that used in the preparation of appropriate sections of the AFR, capital purchases do not immediately give rise to expenses. Instead, capital items are recorded as assets and depreciated over their useful lives.

Each year an amount of depreciation is recorded as an expense. So, in effect, the cost of the asset is spread over a period equal to the life of the asset. For budgetary purposes, the full cost of the asset is charged to the budget during the period in which the item was purchased. This method accelerates the recognition of an item's cost and forces the City to officially identify and appropriate funding at the earliest possible stage.


THE CITY OF
BURLESON
TEXAS

The Relationship Between Functional Units:

Operations and Accounting Funds

DEPT/DIV Description	GENERAL	WATER WASTEWATER	SOLID WASTE	EQUIPMENT SERVICE	GOLF COURSE	GOVT EQUIP REPLACE	PROP EQUIP REPLACE	PARKS PERFORMANCE	4A SPECIAL REVENUE FUND	SUPPORT SERVICES
ADMINISTRATIVE SERVICES										
1011 City Manager's Office	X					X				
1015 Human Resources	X					X				
1016 Legal Services	X					X				
1017 Communications	X					X				
CITY SECRETARY'S OFFICE										
1411 City Secretary's Office	X					X				
1412 City Council	X									
1413 Records & Information Services	X					X				
1415 Judicial Services	X					X				
LIBRARY										
1611 Library	X					X				
1612 Burleson University	X					X				
FINANCE										
2011 Finance	X					X				
2013 Support Services	X					X				
2014 Purchasing	X					X				
PUBLIC SAFETY										
3011 Police	X					X				
3012 Fire	X					X				
3013 Fire Prevention	X					X				
3014 Emergency Services	X					X				
3015 Municipal Court	X					X				
3016 Marshals	X					X				
PUBLIC WORKS										
2041 Utility Customer Service		X					X			
4011 Public Works Admin	X									
4013 Solid Waste			X				X			
4016 Facilities Maintenance	X					X				
4017 Streets Pavement Maintenance	X					X				
4018 Streets Drainage Maintenance	X					X				
4019 Streets Traffic Maintenance	X					X				
4041 Water/Wastewater Services		X					X			
4042 Wastewater Services		X					X			
4051 Equipment Services				X		X				
NEIGHBORHOOD SERVICES										
4511 Neighborhood Services Administration	X									
4514 Animal Services	X					X				
4515 Environmental Services	X									
5013 Code Enforcement	X					X				
PLANNING AND ENGINEERING SERVICES										
5010 Development Services Admin	X									
5011 Planning	X									
5012 Building Inspections	X					X				
5511 Engineering - Capital	X					X				
5512 Engineering - Development	X					X				
5513 Gas Well Development	X					X				
PARKS AND RECREATION										
6011 Parks & Recreation Admin	X									
6012 Recreation	X					X				
6013 Parks	X					X				
6015 Senior Citizens Center	X					X				
6017 BRiCk						X		X		
6018 Ballfields						X		X		
6019 Russell Farm						X		X		
4A SPECIAL REVENUE FUND										
1014 Economic Development									X	

The Relationship Between Functional Units:

Operations and Accounting Funds

DEPT/DIV Description		GENERAL	WATER WASTEWATER	SOLID WASTE	EQUIPMENT SERVICE	GOLF COURSE	GOVT EQUIP REPLACE	PROP EQUIP REPLACE	PARKS PERFORMANCE	4A SPECIAL REVENUE FUND	SUPPORT SERVICES
HIDDEN CREEK GOLF COURSE											
8011	Golf Course Administration					X		X			
8012	Pro Shop					X		X			
8013	Golf Course Maintenance					X		X			
8015	Food & Beverage Services					X		X			
ADMINISTRATIVE SERVICES											
1511	Information Technology						X				X

City of Burleson, Texas

FINANCIAL POLICY STATEMENTS

Proposed Revisions 6/21/2021

I. STATEMENT OF PURPOSE

The intent of the following Financial Policy and Financial Management Policy is to enable the City to achieve a long-term stable and positive financial condition. The guiding principles of the City's financial management include integrity, prudent stewardship, planning, accountability, and full disclosure.

The more specific purpose is to provide guidelines to the Finance Director in planning and directing the City's day-to-day financial affairs and in developing recommendations to the City Manager and City Council.

The scope of these policies generally spans, among other issues, accounting, auditing, financial reporting, internal controls, operating and capital budgeting, revenue management, cash and investment management, expenditure control, debt management, and planning concepts, in order to:

a. present fairly and with full disclosure the financial position and results of financial operations of the City in conformity to generally accepted accounting principles (GAAP) as set forth by the governmental accounting standards board (GASB), and

b. determine and demonstrate compliance with finance related legal and contractual issues in accordance with provisions of the Texas Local Government Code and other pertinent legal documents and mandates.

II. GENERAL IMPLEMENTATION AND COMPLIANCE GUIDELINES

A. FINANCE COMMITTEE. The Finance and Internal Services City Council Committee, the City Manager, and the Finance Director shall be designated as the Finance Committee. The committee may meet quarterly, or as needed. The committee will report to the City Council within 10-14 days after each meeting. The function of the committee will be:

1) Fiscal policy review.
2) Auditor selection recommendation.
3) Investment policy review and guidance.
4) Long-range planning.

B. ANNUAL REVIEW. Based upon the results and recommendations of the Finance Committee review, the Council will annually approve the fiscal policies.

C. IMPLEMENTATION, COMPLIANCE, ACCOUNTABILITY AND REVIEW. The Finance Director will be accountable for implementing these policies and will, to the best of his or her knowledge, make the City Manager**,** Finance Committee and the City Council aware of any variances in practice from these policies or any other deviation from prudent financial practices in accordance with GAAP, the city charter, state laws and/or ethics of the profession. Any variances will be presented at quarterly meetings of the Finance Committee, unless there is a need for a special meeting.

III. ACCOUNTING, AUDITING, AND FINANCIAL REPORTING

A. ACCOUNTING. The City is solely responsible for the reporting of its financial affairs, both internally and externally. The City Manager is the City's Chief Fiscal Officer and the head of the administrative branch of the City government. The Director of Finance is appointed by the City Manager to have full charge of the administration of the financial affairs of the City, as specified in the City's Charter Article VII, Section 68.

B. AUDITING. An independent certified public accounting (CPA) firm will perform annual financial audits.

1) Qualifications of the Auditor. In conformance with the City's Charter and according to the provisions of Texas Local Government Code, Title 4, Chapter 103, the City will be audited annually by outside independent accountants. ("auditor").

2) Auditor Repute. The auditor must be a CPA firm of good reputation and must demonstrate that it has the breadth and depth of staff to conduct the City's audit in accordance with generally accepted auditing standards and contractual requirements. The auditor must be registered as a partnership or corporation or certified public accountants, holding a license under Article 41a-1, Section 9, of the Civil Statutes of Texas, capable of demonstrating that it has sufficient staff which will enable it to conduct the City's audit in accordance with generally accepted auditing standards as required by the City Charter and applicable state and federal laws.

3) Timing. The auditor's report on the City's financial statements will be completed within 150 days of the City's fiscal year end.

4) Management Letter. The independent CPA firm shall provide a management letter, if one is issued, no later than March 31 following the end of each fiscal year. The auditor will prepare and will jointly review the management letter with the Finance Committee within 20 working days of its receipt by the staff. Within 10 days of this joint review, the Finance Director shall respond in writing to the City Manager and City Council regarding the auditor's management letter, addressing the issues contained therein. The Council shall schedule its formal acceptance of the auditor's report upon the resolution of any issues resulting from the joint review.

5) Responsibility of Auditor to City Council. The auditor is accountable to the City Council and will have access to direct communication with the City Council if the City Staff is unresponsive to auditor recommendations or if the Auditor considers such communication necessary to fulfill its legal and professional responsibilities.

6) Rotation of Auditor. The City will not require an auditor rotation, but will circulate requests for proposal for audit services at least every five years. Should the City Council be dissatisfied with the auditor's performance, it may request new proposals at any time. Year to year authorization to continue shall be done by July 1st of each year.

7) Auditor Accountability to Staff. The following will be provided to City Staff by the auditor:

   a. Hourly time sheets accounting for time spent both by audit phase and level of auditor will be submitted to the City on a monthly basis.

   b. Copies of all work papers, either electronically or on paper, will be furnished to the City upon completion of the audit. Originals will be maintained at the auditor's office.

C. FINANCIAL REPORTING.

1) External Reporting.

   a. Scope. The Financial Report shall be prepared in accordance with generally accepted accounting principles (GAAP).

   b. Timing. The Report shall be presented to the Council within 150 calendar days of the City’s fiscal year end. If City staffing limitations preclude such timely reporting, the Finance Director will inform the City Council of the delay and the reasons thereof.

   c. Awards. The Report shall be presented annually to the Government Finance Officer's Association (GFOA) for evaluation and consideration for the Certificate of Achievement for Excellence in Financial Reporting. (For a discussion of this award, see XI.C. below).

2) Internal Reporting. The Finance Department will prepare internal financial reports, sufficient to plan, monitor, and control the City's financial affairs. Internal financial reporting objectives are addressed throughout these policies. (See Section IV. Budgeting, C. Reporting, below).

IV. OPERATING BUDGET.

A. PREPARATION. Budgeting is an essential element of the financial planning, control, and evaluation process of municipal government. The City's "operating budget" is the City's annual financial operating plan. The scope of the budget includes all funds for which the City will adopt a formal budget, including Government Funds, Proprietary Funds, and Fiduciary Funds.

1) Budgetary Process. The budget is prepared by the City Manager or his/her designee with the cooperation of all City Departments. The budget should be presented to the City Council between 60 and 90 days prior to fiscal year end, and should be enacted by the City Council prior to fiscal year end in accordance with the Charter.

2) Awards. If feasible, the operating budget will be submitted to the GFOA annually for evaluation and consideration for the Award for Distinguished Budget Presentation.

3) Basis of Budgeting. The basis of budgeting will be the same as the basis of accounting; that is, that budgets for the General Fund and the Special Revenue Funds are prepared on the modified accrual basis of accounting, and budgets for the Utility (Proprietary) Funds are prepared on a full accrual basis, except that capital purchases and depreciation are not adjusted until year-end financial reporting.

4) Financial Forecast. A five-year financial forecast shall be prepared annually, projecting revenues and expenditures for all operating and capital funds. This forecast shall be used as a planning tool in developing the following year's operating budget.

5) Proposed Budget Format. A proposed budget shall be prepared by the Manager with the participation of all of the City's Department Directors, within the provisions of the City Charter. The budget shall include at least four basic segments for review and evaluation. These segments are: (1) personnel costs, (2) operations and maintenance costs, (3) capital and other (non-capital) project costs, and (4) revenues. A four column format should be used such that prior year actual, current year budget and revised, and next year proposed are all clearly shown.

6) Council Participation. The budget review process shall include Council participation in the development of each of the four segments of the proposed budget and a Public Hearing to allow for citizen participation in the budget preparation. The budget process shall span sufficient time to address policy and fiscal issues by the Council. The budget process will be coordinated so as to identify major policy issues for City Council consideration prior to the budget approval date so that proper decision analysis can be made.

7) Filing and Adoption. Upon the presentation of a proposed budget document acceptable to the Council, the Council shall call and publicize a public hearing and adopt by Ordinance such budget as the City's Official Budget, effective for the fiscal year beginning. A copy of the proposed budget shall be filed with the City Secretary in accordance with the provisions of the City Charter. Should the Council fail to take final action on or before the last day of the fiscal year, the budget as submitted by the City Manager shall be deemed to have been finally adopted by the City Council.

8) Amending the Official Budget. The council may amend the budget for municipal purposes in accordance with state law.

9) Encumbrances. Encumbrances outstanding at the end of each fiscal year shall be reflected as reservations of fund balance. Subsequent year's payments on previously encumbered funds will be reflected as expenditures in the current year. For Encumbrances that are brought forward from the previous year, budgets iwill be adjusted by the encumbered amount in the current year .

B. BALANCED BUDGET. The operating budget will be balanced with current revenues and other resources greater than or equal to current expenditures/expenses. Use of beginning balances and other reserves to balance operations will be disclosed in the document with the underlying rationale.

C. REPORTING. Monthly financial reports will be prepared to enable the Department Managers to manage their budgets and to enable the Finance Director to monitor and control the budget as authorized by the City Manager. Summary

financial reports will be presented to the departments within 7 business days.City Council will receive a quarterly financial summary of key funds within 30 to 45 days after the end of each quarterly period (December, March, June and September).

D. CONTROL. Operating Expenditure Control is addressed in Section VI.C. of these Policies.

E. ACTIVITY INDICATORS AND STATISTICS. Where appropriate, activity indicators and statistics will be used as guidelines and reviewed for efficiency and effectiveness. This information will be considered in the annual budgeting process and reported to the City Council regularly.

F. OPERATING POSITION. The guidelines that the City should be following to assure fiscal stability are those outlined in Financial Condition/ Reserves/Stability Ratios (IX.A. through F.).

V. REVENUE MANAGEMENT.

A. The City will strive for the following optimum characteristics in its revenue system:

1) SIMPLICITY. The City, where possible and without sacrificing accuracy, will strive to keep the revenue system simple in order to reduce compliance costs and to make it more understandable to the taxpayer or service recipient. The City will avoid nuisance taxes or charges as revenue source.

2) CERTAINTY. A knowledge and understanding of revenue sources increases the reliability of the revenue system. The City will understand its revenue sources and enact consistent collection policies to provide assurances that the revenue base will materialize according to budgets and plans.

3) EQUITY. The City shall make every effort to maintain, equity in its revenue system structure; i.e., the City shall seek to minimize or eliminate all forms of subsidy between entities, funds, services, utilities, and customers. The City shall require that there be a balance in the revenue system; i.e., the revenue base will have the characteristic of fairness and neutrality as it applies to cost of service, willingness to pay, and ability to pay.

4) ADMINISTRATION. The benefits of a revenue will exceed the cost of collecting and administering the revenue program. The cost of collection will be reviewed annually for cost effectiveness as a part of the indirect cost and cost of services analysis. Where appropriate, the City will use the administrative processes of State or Federal collection agencies in order to reduce administrative costs.

5) DIVERSIFICATION AND STABILITY. In order to protect from fluctuations in a revenue source due to fluctuations in the economy and variations in weather, a diversified revenue system will be maintained which has a stable source of income. This stability is also achieved by a balance between elastic and inelastic sources of revenues.

6) GRANTS AND RESTRICTED REVENUES. In order to maintain flexibility in the revenue system, restricted revenues will be kept to a minimum, and shall be pursued on a cost-benefit basis. All grants and other federal/state, and restricted funds shall be managed and accounted to comply with the laws, regulations, and guidance of the grantor.

B. The following considerations and issues will guide the City in its revenue policies concerning specific sources of funds:

1) COST/BENEFIT OF ABATEMENT. The City will use due caution in the analysis of any tax or fee incentives that are used to encourage development. Ideally, a cost/benefit (fiscal impact) analysis will be performed as a part of such caution.

2) NON-RECURRING REVENUES. One-time or non-recurring revenues will not be used to finance current ongoing operations. Non-recurring revenues should be used only for one-time expenditures such as long-lived capital needs.

3) PROPERTY TAX REVENUES. All real and business personal property located within the City shall be valued at 100% of the fair market value for any given year based on the current appraisal supplied to the City by the Johnson County Appraisal District and Tarrant County Appraisal District. Total taxable valuation will be reappraised and reassessed in accordance with State statute, in order to maintain current market values.

A 98% collection rate shall serve each year as a goal for tax collections. All taxes shall be aggressively pursued each year by the City's appointed tax assessor/collector. Tax accounts delinquent July 1st shall be submitted for collection each year to an attorney selected by the City Council. A penalty shall be assessed on all property taxes delinquent in accordance with State law and shall include all court costs, as well as an amount for compensation of the attorney as permitted by State law and in accordance with the attorney's contract with the City. Annual performance criteria will be developed for the attorney.

4) INTEREST INCOME. Interest earned from investment of available monies, whether pooled or not, will be distributed to the funds in accordance with the operating and capital budgets which, wherever possible, will be in accordance with the equity balance of the fund from which monies were provided to be invested.

5) USER-BASED FEES AND SERVICE CHARGES. For services associated with a user fee or charge, the direct and indirect costs of that service will be offset by a fee where possible. There will be an annual review of fees and charges to ensure that fees provide adequate coverage of costs of services. User charges may be classified as "Full Cost Recovery", "Partial Cost Recovery," and "Minimal Cost Recovery," based upon City Council policy.

6) UTILITY RATES. The City will review and adopt utility rates annually that will generate revenues required to fully cover operating expenditures, meet the legal restrictions of all applicable bond covenants, and provide for an adequate level of working capital needs. This policy does not preclude drawing down cash balances to finance current operations. However, it is best that any extra cash balance be used instead to finance capital projects. Components of Utility Rates will include transfers to the General Fund as follows:

   a. General and Administrative Charge. An administrative fee will be charged to the Utility Fund for services of general overhead, such as administration, finance, personnel, data processing, and legal counsel. This fee will be documented through a cost allocation procedure.

   b. Franchise payment. A rate consistent with those charged to private utilities will be charged to the Utility Fund.. This rate may be either raised or lowered so as to be consistent with those of the private utilities.

   c. Payment in lieu of Property Tax (PILOT). A fee will be charged to the Utility Fund to equate to property taxes lost due to municipal ownership. Net book value will be used as a basis, barring absence of known market value. The existing tax rate will be applied to this base to determine the PILOT charge.

7) REVENUE MONITORING. Revenues received will be regularly compared to budgeted revenues and significant variances will be investigated. This process will be summarized in the appropriate budget report.

VI. EXPENDITURE CONTROL

A. APPROPRIATIONS. The level of budgetary control is at the Department level budget in the General and Enterprise Funds, and at the fund level in all other funds. When budget adjustments among Departments and/or funds are necessary, these must be approved by the City Council. Budget appropriation amendments at lower levels of control, which is defined as transfers that increase budgetary fund balances, shall be made in accordance with the applicable administrative procedures.

B. AMENDMENTS TO THE BUDGET. In accordance with the City Charter, all budget amendments shall be approved by the Council.

C. CENTRAL CONTROL. No recognized or significant salary or capital budgetary savings in any Department shall be spent by the Department Director without the prior authorization of the City Manager. However, Department Directors are authorized to approve budgetary line items transfers in the same fund within their own assigned departments. The City

Manager assigns Departments to each Director as areas of their responsibilities, and documents it in the City's Organization Chart.

D. PURCHASING. All purchases should be in accordance with the City's purchasing policies as defined in the Purchasing Manual. In accordance with Charter provisions, purchases and contracts as per the City's Procurement Policy, will be reviewed and recommended by staff and presented to Council for approval.

E. PROMPT PAYMENT. All invoices approved for payment by the proper City authorities shall be paid by the Finance Department within thirty (30) calendar days of receipt in accordance of Government Code Title 10. General Government, Subtitle F. State and Local Contracts and Fund Management, Chapter 2251.021 and other related state and local government laws and regulations.

F. EQUIPMENT FINANCING. Equipment is accounted for at the original acquisition cost, which includes purchase price plus any costs incurred to place the equipment in service. Equipment may be leased or financed when the unit purchase price is $5,000 or more and the useful life is at least five years. Departments shall contact the Finance Department for transfer or disposal instructions.

G. RISK MANAGEMENT. The City will aggressively pursue every opportunity to provide for the Public's and City employees' safety and to manage its risks. The goal shall be to minimize the risk of loss of resources through liability claims with an emphasis on safety programs. All reasonable options will be investigated to finance risks. Such options may include risk transfer, insurance, and risk retention.

H. AUTHORIZATION OF PAYMENT. Two signatures are required to conduct business of behalf City of Burleson, Texas. BOTH the City Manager and the Director of Finance, or their designee(s), are hereby authorized to execute the required Agreement with the Bank Depository. Designee(s) who are authorized to transact business on behalf of the City Manager are a City of Burleson's Deputy City Manager or the City Secretary. The designee who is authorized to transact business on behalf of the Director of Finance is the City of Burleson's Assistant Director of Finance. Payments may use reproducible authorized signature(s) or ACH (automated clearinghouse)

I. AUTHORIZATION OF WIRE TRANSFERS BY THE CITY.

1. In general, attachments A through D to this Policy are as follows:

    a. Attachment "A" List of authorized individuals who may approve wire transfers.
    b. Attachment "B" Designation of Custodial/Safekeeping Agent.
    c. Attachment "C" List of authorized Investment Pools.
    d. Attachment "D" List of authorized Paying Agents.

    Changes to attachments for revisions, additions, or deletions to any of the designations on Attachment "A", "B", "C" and "D" shall require the approval of two individuals listed on Group B as listed on Attachment "A". Copies of additions, deletions, and changes will be provided to the Finance Committee at their next regular scheduled meeting.

2. SECURITY PURCHASES.

    a. Two employees designated on Group A of Attachment "A" must approve wire transfers associated with security purchases.
    b. All security purchases shall be executed "delivery vs. payment."
    c. Any change in the City's custodial relationship must be approved by two individuals designated in Group B of Attachment "A".

3. INVESTMENT POOLS

a. Two employees designated on Group A of Attachment "A" must approve wire transfers to designated investment pools.

b. Any revision, addition or deletions to the list of designated investment pools shall require the approval of two individuals designated in Group B of Attachment "A". Copies of additions, deletions, and changes will be provided to the Finance Committee at their next regularly scheduled meeting.

4. PAYING AGENTS

a. Two individuals designated on Group A of Attachment "A" must approve wire transfers to designated paying agents.

b. Any revision, addition or deletion to the list of designated paying agents will require the approval of two individuals designated in Group B of Attachment "A". Such approval shall not be necessary when supplementary information unrelated to the accounts varies. For example, the paying agent may request that the wire include a notation that the transaction is to the attention of a certain individual. So long as the wire is the benefit of an authorized account, such clarifying information is permissible. Copies of additions, deletions, and changes will be provided to the Finance Committee at their regular scheduled meeting.

5. MISCELLANEOUS

a. Wire transfers to any party not involving a security purchase destined for custodial safekeeping with an approved organization, or to an authorized investment pool, or to an authorized paying agent, shall require the approval of two authorized individuals in Group B of Attachment "A". Copies of such transactions will be provided to the Finance Committee at their next regularly scheduled meeting.

6.

VII. ASSET MANAGEMENT

A. INVESTMENTS. The Finance Director shall promptly invest all City funds with the Bank Depository in accordance with the provisions of the current Bank Depository Agreement or in any negotiable instrument that the Council has authorized under the provisions of the Texas Public Funds Investment Act and in accordance with the City Council approved Investment Policy.

B. CASH MANAGEMENT. The City's cash flow will be managed to maximize the cash available to invest. Such cash management will entail the centralization of cash collections, where feasible, including property tax payments, utility bills, municipal fines, building and related permits and licenses, and other collection offices as appropriate. Cycle billing will be used where appropriate.

C. FIXED ASSETS AND INVENTORY. These assets will be reasonably safeguarded and properly accounted for, and prudently insured. A fixed asset of the City shall be defined as a purchased or otherwise acquired piece of equipment, vehicle, furniture, fixture, capital improvement, addition to existing capital investments, land, buildings or accessioned Library materials. The cost or value of any such acquisition must be $5,000 or more within an expected useful life greater than one year. All City departments with inventory are required to conduct a physical inventory under their control on an annual basis.

D. DEPOSITORIES The City Council, having given due consideration to all of its options and taking into consideration what is in the best interest of the municipality, hereby authorizes the consideration of applications of depositories not doing

business within the City of Burleson, Texas so long as that bank maintains a business location within a five-mile radius of Burleson City Hall. This authorization encompasses all of the depository uses and requirements of the City.

VIII. CAPITAL BUDGET AND PROGRAM

A. PREPARATION. The City will endeavor to develop a capital budget to include all capital projects being considered and all resources for capital funding. The budget will be prepared on a fiscal year ending calendar and reported annually.. The capital budget will be prepared by the Finance Director with the involvement of all department staff as needed.

B. CONTROL. All capital project expenditures must be appropriated in the capital budget at a project level. The Finance Department must certify the availability of such appropriations or the availability of resources needed to be appropriated before a capital project contract is presented to the City Council for approval. Any remaining funds of a completed project not allocated by City Council will be closed into an unallocated account in the same fund. Similar projects are to be grouped together in a fund based on type of project and source of funding, using the similar Capital Projects Fund classifications for reporting purposes in the Annual Financial Report.

C. PROGRAM PLANNING. The capital budget will include capital improvements program plans for future years. The planning time frame should normally be at least five years. The replacement and maintenance for capital items should also be projected for the next 5 years. Future maintenance and operational costs will be considered at the initiation of a project so the costs can be included in the relevant operating budget.

D. FINANCING PROGRAMS. Where applicable, assessments, impact fees, pro-rata charges, or other fees should be used to fund capital projects having a primary benefit to specific, identifiable property owners.

E. INFRASTRUCTURE MAINTENANCE. The City recognizes that deferring maintenance increases future capital costs. Therefore, a portion of the appropriate fund's budget will be set aside each year to maintain the quality of the City's infrastructure. The inclusion of infrastructure maintenance and replacement costs in the current operating budget will place the burden of the costs and repairs on the current users of the systems.

F. REPORTING. Periodic financial reports will be prepared to enable Department Managers to manage their capital budgets and to enable the Finance Department to monitor and control the capital budget as authorized by the City Manager. Summary capital projects status reports should be presented to the City Council quarterly.

IX. FINANCIAL CONDITIONS, RESERVES, AND STABILITY RATIOS

A. OPERATIONAL COVERAGE. (NO OPERATING DEFICITS). The City will maintain an operational coverage factor of 1.00, such that current operating revenues (plus approved fund balance appropriations) will equal or exceed current operating expenditures.

Deferrals, short-term loans, or one-time sources will be avoided as budget balancing techniques. Reserves will be used only for emergencies or non-recurring expenditures, except when balances can be reduced because their levels exceed guideline minimums as stated in Paragraph B, following.

B. OPERATING RESERVES/FUND BALANCES

a. Governmental funds of the City of Burleson shall be defined as follows:

1) General Fund The general fund should be used to account for and report all financial resources not accounted for and reported in another fund.

2) Special Revenue Funds Special revenue funds are used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditure for specified purposes other than debt service or capital projects. The restricted or committed proceeds of specific revenue sources

should be expected to continue to comprise a substantial portion of the inflows reported in the fund. Other resources (investment earnings and transfers from other funds, for example) also may be reported in the fund if those resources are restricted, omitted, or assigned to the specified purpose of the fund. Governments should discontinue reporting a special revenue fund, and instead report the fund's remaining resources in the general fund, if the government no longer expects that a substantial portion of the inflows will derive from restricted or committed revenue sources.

3) Capital Projects Funds Capital projects funds are used to account for and report financial resources that are restricted, committed, or assigned to expenditure for capital outlays, including the acquisition or construction of capital facilities and other capital assets. Capital projects funds exclude those types of capital-related outflows financed by proprietary funds or for assets that will be held in trust for individuals, private organizations, or other governments.

4) Debt Service Funds Debt service funds are used to account for and report financial resources that are restricted, committed, or assigned to expenditure for principal and interest, even if it is being accumulated for future years' payments. Debt service funds should be used to report resources if legally mandated.

5) Permanent Funds Permanent funds should be used to account for and report resources that are restricted to the extent that only earnings, and not principal, may be used for purposes that support the reporting government's programs. Permanent funds do not include private-purpose trust funds, which should be used to report situations in which the government is required to use the principal or earnings for the benefit of individuals, private organizations, or other governments. Currently the City of Burleson does not have any Permanent Funds.

2) Ending fund balances of the City of Burleson shall be reported according to the following classifications:

1) General Fund

i. 001 General Fund
ii. 002 General Fund – Health Insurance - Assigned

2) DEBT SERVICE FUNDS RESTRICTED:

i. 201 Debt Service Fund – General – Restricted
ii. 202 4B Sales Tax Debt Service – Restricted
iii. 203 4A Sales Tax Debt Service – Restricted

3) SPECIAL REVENUE FUNDS RESTRICTED/COMMITTED

i. 101 General Government SRF - Restricted
ii. 102 Public Safety SRF - Restricted
iii. 103 Public Works SRF – Restricted
iv. 104 Culture & Recreation SRF – Restricted
v. 105 Hotel/Motel SRF - Restricted
vi. 106 BCDC 4B Sales Tax SRF – Restricted
vii. 107 Public Safety Grants SRF – Restricted
viii. 109 Culture & Recreation Grant SRF – Restricted
ix. 110 BCDC 4A Sales Tax SRF – Restricted
x. 113 Economic Development Incentive SRF – Restricted
xi. 114 TIF #2 SRF – Restricted
xii. 115 Traffic Safety SRF – Restricted
xiii. 116 Parks Performance SRF – Committed
xiv. 117 General Government Grants SRF – Restricted
xv. 118 Burleson TIF #3 - Restricted
xvi. 150 PID #1 - Restricted

4) CAPITAL PROJECT FUNDS NON-BONDED - COMMITTED

i. 301 Street Paving Trust – Committed
ii. 302 Park Dedication Fund – Committed
iii. 352 Miscellaneous Capital Projects – Committed
iv. 351 4A Sales Tax Capital Project Fund – Committed
v. 350 4B Sales Tax Capital Project Fund – Committed
vi. 353-354 Mineral Lease Funded Capital Projects – Committed

3) CAPITAL PROJECT FUNDS BONDED – RESTRICTED Order of expenditure -- When committed, assigned and unassigned resources can be used for the same purpose, funds shall be spent in the sequence of committed resources first, assigned second, and unassigned last.

4) When it is appropriate for fund balance to be assigned, the Council delegates that authority to the Director of Finance.

5) It is the goal of the City that the unassigned fund balance of the General Fund should be at least 20% of the General Fund annual expenditures. This percentage is the equivalent of 73 days' expenditures. In order to adhere to the principles of matching current revenues with current expenditures and minimizing property taxes, the City will strive to maintain the fund balance if the unassigned balance grows beyond 90 days' expenditures.

6) The Water and Wastewater Fund working capital should be maintained at least at 20% of total operating expenditures or the equivalent of 73 days.

7) It is the goal of the City that the fund balance of the 4A Corp and 4B Corp, should maintain at least a 20% minimum of total operating expenditure or the equivalent of 73 days.

C. CAPITAL AND DEBT SERVICE FUNDS

1) Items in the Capital Projects Funds will be completed and paid for within 36 months of receipt of proceeds. Balances will be used to generate interest income to offset construction costs.

2) General Obligation Debt Service Funds will not have reserves. ..
The policy above does not preclude the debt service reserves normally established to market revenue bonds. The City's policy and bond ordinance requirements are to maintain these debt service reserves at the level of the average annual debt service.

3) Revenue Obligations will maintain Debt Coverage Ratios as specified by the bond covenants. The City is currently required to have net revenues in excess of average annual debt by 1.25 times. Net revenues must also exceed the maximum outstanding debt by 1.10 times. Both these tests must be met in order to issue additional bonds.

4) Obligations of Burleson's economic development corporations will maintain coverage ratios as specified by bond covenants. If the City issues obligations partially secured by a limited pledge of the corporations' sales tax revenues, not subject to the coverage ratios of the revenue bond covenants, coverage shall be maintained at no less than 1.25 times average annual debt service, and 1.15 times the maximum annual debt service. Both of these tests must be met in order to issue additional bonds.

X. TREASURY AND DEBT MANAGEMENT

A. CASH MANAGEMENT. Periodic review of cash flow position will be performed to determine performance of cash management and investment policies. A detailed policy structure will be followed with respect to Cash/Treasury Management. The underlying theme will be that idle cash will be invested with the intent to 1) safeguard assets, (2) maintain liquidity, and 3) maximize return. Where legally permitted, pooling of investments will be done.

The City will adhere to the investments authorized through the Texas' Public Funds Investment Act and the city's established comprehensive Investment Policies and Guidelines. Such policies clarifies acceptable investment securities, brokers, terms, and other pertinent investment information.

B. TYPES OF DEBTS

a. SHORT-TERM DEBT. Pursuant to the City Charter, tax anticipation notes ("TAN)") will be retired annually and will not exceed 25% of anticipated taxes. Bond anticipation notes ("BAN") will be retired within six months of completion of the project. Any short-term debt outstanding at year-end will not exceed 5% (including TAN but excluding BAN) of net operating revenues.

b. LONG-TERM DEBT. Long-term debt will not be used for operating purposes, and the life of a bond issue will not exceed the useful life of a project financed by that bond issue.

c. SELF-SUPPORTING DEBT. When appropriate, self-supporting revenues will pay debt service in lieu of tax revenues.

C. ANALYSIS OF FINANCING ALTERNATIVES. The City will explore all financing alternatives in addition to long-term debt including leasing, grants and other aid, developer contributions, impact fees, and use of reserves of current monies.

D. DISCLOSURE TO RATING AGENCIES. Full disclosure of operations will be made to the bond rating agencies and other users of financial information. The City staff, with the assistance of financial advisors and bond counsel, will prepare the necessary materials for presentation to the rating agencies, will aid in the production of Offering Statements, and will take responsibility for the accuracy of all financial information released.

E. FEDERAL REQUIREMENTS. The City will maintain procedures to comply with arbitrage rebate and other Federal requirements.

F. DEBT STRUCTURING. The City's non-self-supporting debt will issue general obligation bonds with an average life of 10.5 years or less, not to exceed the life of the asset acquired. Self-supporting debt will also issue general obligation bonds with an average life of 10.5 or less except in cases specifically approved by City Council. In no case will debt life exceed the life of the underlying asset.

The structure should approximate level debt service unless operational matters dictate otherwise or if market conditions indicate a potential savings could result from modifying the level payment stream.

Consideration of market factors, such as the tax-exempt qualification, minimum tax alternative, and so forth will be given during the structuring of long-term debt instruments.

G. DEBT ISSUANCE.

1) Method of Sale. The City will use a competitive bidding process in the sale of bonds unless the nature of the issue warrants a negotiated bid. In situations where a competitive bidding process is not elected, the City will publicly present the reasons why, and the City will participate with the financial advisor in the selection of the underwriter or direct purchaser.

2) Bidding Parameters. The notice of sale will be carefully constructed so as to ensure the best possible bid for the City in light of the existing market conditions and other prevailing factors. Parameters to be examined include:

a. Limits between lowest and highest coupons
b. Coupon requirements relative to the yield curve
c. Method of underwriter compensation, discount or premium coupons
d. Use of True Interest Cost (TIC) vs. Net Interest Cost (NIC)
e. Use of bond insurance

f. Original Issue discount bonds/Capital Appreciation Bonds
g. Variable rate bonds
h. Call provisions (25 years by Charter)

3) Bond Issuance Costs. The City will be involved in the selection of all financial advisors, underwriters, paying agents, and bond counsel. The City shall evaluate the merits of rotating professional advisors and consultants and the kinds of services and fee structures available from independent financial advisors, investment banking firms, and commercial banks. The City will carefully itemize and scrutinize all costs associated with the issuance of bonds.

4) Financial Advisor. The City will discourage perceived conflicts of interest which arise when a financial advisor is allowed to bid on debt obligations of the City. The financial advisor will be expected to provide planning and analytical services which extend beyond the issuance of debt. The payment to the Financial Advisor should be related to the costs of providing their service to the City.

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a. MISCELLANEOUS

i. ANNUAL REVIEW. The Disclosure Officer shall conduct an evaluation of the policies set forth in this Policy no less often than annually, and promptly after completing the evaluation, the Disclosure Officer shall prepare an annual report of the Issuer's compliance.

ii. AMENDMENTS TO POLICY. This Policy may be amended from time to time to adapt to changed circumstances that arise from a change in legal requirements or industry disclosure practices or procedures, a change in Rule 15c2-12, or a change in law.

XI. INTERNAL CONTROLS

A. WRITTEN PROCEDURES. Written procedures will be established and maintained by the Director of Finance for all functions and financial cycles including cash handling and accounting throughout the City. These procedures will embrace the general concepts of fiscal responsibility set forth in this policy statement.

B. DEPARTMENT DIRECTORS AND MANAGERS RESPONSIBILITY. City administrators and manager are charged with the responsibility for establishing a network of processes with the objective of controlling the operations of the City in a manner which provides reasonable assurance that:

1) Data and information published either internally or externally is accurate, reliable, complete, and timely.
2) The actions of administrators and employees are in compliance with the City's charter, plans, policies and procedures, and all relevant laws and regulations.
3) The City's resources including its people, systems, data/information, assets, and citizens are adequately protected.
4) Resources are acquired economically and employed effectively.
5) The City's internal controls promote the achievement of plans, programs, goals, and objectives.

Each Department Manager is responsible to ensure that good internal controls are followed throughout his or her Department, that all Finance Department directives or internal controls are implemented, and that all independent auditor internal control recommendations are addressed.

XII. STAFFING AND TRAINING

A. ADEQUATE STAFFING. Staffing levels will be adequate for the fiscal functions of the City to operate effectively. Overtime shall be used only to address temporary or seasonal demands that require excessive hours. Workload shedding alternatives will be explored before adding staff.

B. TRAINING. The City will support the continuing education efforts of all financial staff including the investment in time and materials for maintaining a current perspective concerning financial issues. Staff will be held accountable for communicating, teaching, sharing with other staff members all information and training materials acquired from seminars, conferences, and related education efforts.

C. AWARDS, CREDENTIALS AND RECOGNITION. The City will support efforts and involvements resulting in meeting standards and receiving exemplary recitations on behalf of any of the City's fiscal policies, practices, processes, products, or personnel. Staff certifications may include Certified Public Accountant, Management Accountant, Certified Internal Auditor, and Certified Cash Manager. Further, the Finance Director will try to obtain and maintain the designation of Certified Government Finance Officer as awarded by the GFOA of Texas.

   The City will strive to maintain a high level of excellence in its accounting policies and practices as it prepares its Financial Report. The Report will be presented to the Government Finance Officers Association (GFOA) for review of qualifications necessary to obtain the Certificate of Achievement for Excellence in Financial Reporting. Additionally, the City will submit its annual budget to GFOA for consideration for Distinguished Budget Award.

D. TRANSPARENCY. A reasonable effort will be made to ensure relevant financial information is made available to all citizens in a 'user friendly' format in an easy to understand terminology. In pursuit of this goal, the city will seek recognition through state and national transparency and reporting programs.

ATTACHMENT A – AUTHORIZED INDIVIDUALS FOR WIRE TRANSFERS

Any **two** individuals listed below are hereby authorized to:

1. Execute wire transfers for security purchases executed on a delivery vs payment basis and for which custodial safekeeping is maintained at an approved institution.
2. Execute wire transfers to approved investment pools and paying agents.
3. Make a wire transfer for any other purpose. Any revision, addition or deletion involving an approved custodial agent, investment pool, or paying agent. .

The City Council shall approve the additions or deletions of any custodial agent, investment pool, or paying agent as shown in attachment "A", "B" and "C". Revisions to existing relationships will be provided to the Finance Committee at their next regularly scheduled meeting.

Director of Finance
City Manager
Deputy City Manager
Assistant Finance Director
Chief Accountant
Senior Accountant
Supervisory Accountant

ATTACHMENT B – CUSTODIAL (SAFEKEEPING) AGENT

American National Bank of Texas
ABA = 111901519 (routing)
FAO = For Account of – City of Burleson

ATTACHMENT C – AUTHORIZED INVESTMENT POOLS

TEXPOOL
State Street Boston
ABA # 011000028
ACCOUNT # 67573774

BANK OF NEW YORK
ABA # 021000018
ACCOUNT #8900549424
ACCOUNT NAME: LONE STAR INVESTMENT POOL

TEXSTAR
JP MORGAN CHASE
ABA # 021000021
ACCOUNT # 9102733343

LOGIC
JP MORGAN CHASE
ABA # 1130000609
ACCOUNT # 08805173794

ATTACHMENT D – AUTHORIZED PAYING AGENTS

U.S. BANK, N.A.
MILWAUKEE, WI 53202
ABA # 091000022
BNF: USBANK CT WIRE CLRG
ACCOUNT #180121167365
OBI: ACCOUNT NAME
REF: ACCOUNT NUMBER

ATTACHMENT E - SECURITIES LAW COMPLIANCE AND DISCLOSURE POLICY©

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ARTICLE I
PURPOSE AND SCOPE

SECTION 1.01 DEFINITIONS.
The words and terms used in this Model Securities Law Compliance and Disclosure Policy (this "Policy") have the meanings specified in Article II hereof, unless the context clearly otherwise requires. Except where the context otherwise requires, words importing the singular number shall include the plural number, and *vice versa*.

SECTION 1.02 PURPOSE OF POLICY.

(a) Continuing Disclosure Undertaking Requirement. Under Rule 15c2-12, underwriters of Municipal Securities may not purchase or sell Municipal Securities unless the underwriters have reasonably determined that the issuer of the Municipal Securities or its designated agent has undertaken in a written agreement to provide continuing disclosure of certain financial information and operating data, and to file notices of certain events designated in Rule 15c2-12. The Issuer is required under its Continuing Disclosure Undertakings to provide disclosures of certain financial information and operating data and notice of certain events to the MSRB on EMMA to facilitate informed secondary market trading. This Policy is adopted by the Issuer to assist in its compliance with federal and state securities laws and regulations, including, specifically, Rule 15c2-12. This Policy is established to ensure that the Issuer maintains adequate policies and procedures for gathering, analyzing and disclosing all information that is required to be provided to, or that may be reasonably expected to reach investors or trading markets, which relates to the issuance of the Issuer's Debt Obligations. Such information consists of the content of the Issuer's Offering Documents, continuing disclosure reports, event notices and other statements reasonably expected to reach the public markets.

(b) Recommendation of Written Procedures. The Issuer recognizes that the SEC recommends adopting disclosure policies and amending existing disclosure policies from time to time to address the process for evaluating the disclosure process including disclosures for certain Event Notices. Written policies and procedures adopted by the Issuer will serve to streamline the process of disclosing required information. The Disclosure Officer, and other officers selected by the Issuer, if any, may establish additional written procedures from time to time to ensure that any Offering Documents (i) fully and accurately present the Issuer's financial condition and operations and (ii) do not omit any Material information regarding the Issuer.

SECTION 1.03 SCOPE OF POLICY.
This Policy applies to all Debt Obligations of the Issuer that are currently outstanding and all future bonds, notes, leases or derivative instruments to be executed by the Issuer. If the provisions of this Policy conflict with a respective Continuing Disclosure Undertaking, the terms of such Continuing Disclosure Undertaking will control.

ARTICLE II
DEFINITIONS

SECTION 2.01 DEFINED TERMS.

"Annual Report" means the Issuer's audited financial statements (or unaudited financial statements if permitted by the Continuing Disclosure Undertaking) and certain other financial information and operating data required to be filed annually with the MSRB.

"Business Day" means any day except any Saturday or Sunday, any day which is a federal legal holiday in the United States, or any day on which banking institutions are authorized or required by law to close.

"Code" means the Internal Revenue Code of 1986, as amended.

"Compliance Date" means February 27, 2019.

"Continuing Disclosure Undertaking" means a continuing disclosure agreement, continuing disclosure undertaking, continuing disclosure instructions or other written certification and agreements of the Issuer setting out covenants for satisfying the Issuer's requirements for providing information to the MSRB in an electronic format pursuant to and in accordance with Rule 15c2-12.

"Debt Obligation" means each contract of the Issuer that has sufficient characteristics of debt so that it is included in the Issuer's financial statements as a long-term liability of the Issuer, including, but not limited to bonds, notes, leases and similar instruments used by the Issuer for borrowing purposes.

"Disclosure Officer(s)" means the Issuer's Director of Finance, or, if the position of Director of Finance is vacant, the person(s) filling the responsibilities of the City Manager or Assistant City Manager for the Issuer.

"EMMA" means the Electronic Municipal Market Access system, the prescribed electronic format for disclosures established and maintained by the MSRB, which can be accessed at www.emma.msrb.org.

"Event 15" means the event set forth in Section 5.02(a) of this Policy.

"Event 16" means the event set forth in Section 5.03(a) of this Policy.

"Event Notices" means all event notices required by Rule 15c2-12.

"Financial Obligation" means: (i) a Debt Obligation; (ii) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned Debt Obligation; or (iii) a guarantee of (i) or (ii). The term Financial Obligation shall not include Municipal Securities as to which a final official statement has been provided to the MSRB consistent with Rule 15c2-12.

"GASB" means the Governmental Accounting Standards Board.

"IRS" means the Internal Revenue Service.

"Issuer" means the City of Burleson, Texas.

"Material" has the meaning given in Section 3.02(f) of this Policy.

"MSRB" means the Municipal Securities Rulemaking Board, or any successor repository designated as such by the SEC in accordance with Rule 15c2-12(b)(5) promulgated by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"Municipal Securities" means securities which are direct obligations of, or obligations guaranteed as to principal or interest by, a State or any political subdivision thereof, or any agency or instrumentality of a State or any political subdivision thereof, or any municipal corporate instrumentality of one or more States and any other Municipal Securities described by Section 3(a)(29) of the Securities Exchange Act of 1934, as the same may be amended from time to time.

"Obligated Person" means any person, including an issuer of Municipal Securities, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all or part of the obligations on the Municipal Securities to be sold in the Offering (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities); furthermore, for purposes of this Policy, the Issuer is an Obligated Person.

"Offering" means a primary offering of Municipal Securities with an aggregate principal amount of $1,000,000 or more.

"Offering Document" means any preliminary or final official statement, private placement memorandum or limited offering memorandum, or other similar instrument prepared in connection with the sale, issuance and delivery of an Offering.

"Rule 15c2-12" means SEC Rule 15c2-12, governing the obligations of dealers regarding Municipal Securities under the Securities Exchange Act of 1934, as amended from time to time, which is available at https://www.gpo.gov/fdsys/pkg/CFR-2013-title17-vol3/pdf/CFR-2013-title17-vol3-sec240-15c2-12.pdf.

"SEC" means the United States Securities and Exchange Commission.

"SEC Municipal Markets Report" means the Report on the Municipal Securities Market of the SEC, dated July 31, 2012, available at https://www.sec.gov/news/studies/ 2012/munireport073112.pdf.

"Terms Affecting Security Holders" means a Material agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer that affects security holders.

"U.S. Bankruptcy Code" means Title 9 of the United States Code, as amended from time to time, and any successor to or replacement of such Title and any other applicable federal bankruptcy, insolvency or similar law.

ARTICLE III

DISCLOSURE OFFICER; RECORD RETENTION; TRAINING

ATTACHMENT E - SECURITIES LAW COMPLIANCE AND DISCLOSURE POLICY©

SECTION 3.01 DISCLOSURE OFFICER.

The Issuer shall appoint a Disclosure Officer who shall be responsible for implementing this Policy. The Disclosure Officer will work with other employees and officials of the Issuer to assist in implementing this Policy. The Disclosure Officer will consult with bond counsel, legal counsel to the Issuer (including designated disclosure counsel, if any), accountants, municipal advisors, financial advisors and other outside consultants to the extent necessary to carry out the purpose of this Policy. The Disclosure Officer will report to the Issuer's governing body as provided in Section 6.01 herein, regarding implementation of this Policy and any recommended changes or amendments to this Policy.

SECTION 3.02 DUTIES OF DISCLOSURE OFFICER.

(a) General Duties. The Disclosure Officer shall be primarily responsible for ensuring and determining the Issuer's compliance with this Policy and federal and state securities laws and regulations applicable to the Issuer, including specifically Rule 15c2-12, and including identifying and remedying any non-compliance with this Policy and such laws and regulations.

(b) Review of Relevant Documents. The Disclosure Officer will review the following documents, obligations, and disclosure and reporting requirements of the Issuer in connection with the issuance of Municipal Securities to comply with Article IV and V of this Policy and in the ordinary course of business of the Issuer:

i. Offering Documents;

ii. Audited and unaudited financial statements, including notes to such statements;

iii. Changes to accounting standards promulgated by GASB and other applicable accounting standards and rules;

iv. Adopted annual budgets and amendments thereto;

v. Continuing Disclosure Undertakings; and

vi. Other relevant documents that reflect the Issuer's financial position and operating data.

The Disclosure Officer shall take reasonable steps to ensure that all Offering Documents are timely provided to the Issuer's governing body to ensure meaningful review and approval thereof. In addition, the Disclosure Officer shall take reasonable steps to ensure that for purposes of securities law compliance the Issuer's governing body is generally aware of the other documents listed above and of the significance of those documents to the Issuer's disclosure obligations.

(c) Solicitation of Relevant Information. In the performance of its duties under this Policy, the Disclosure Officer shall be responsible for soliciting any relevant information from other employees, officials or departments within the internal organization of the Issuer, including public statements made by officials of the Issuer that the Disclosure Officer reasonably believes will reach investors or trading markets generally. The Disclosure Officer is additionally responsible for obtaining any documentation prepared by an outside source that may be necessary to assist the Disclosure Officer in carrying out this Policy. The Disclosure Officer shall undertake a thorough review of the form and content of each of the Issuer's annual filings, and any Event Notice filings, as required pursuant to Article IV and V hereof.

(d) Public Statements Regarding Financial Information. Whenever an officer or employee of the Issuer makes statements or releases information relating to its finances and other operations of the Issuer to the public that is reasonably expected to reach investors and the trading markets (including, without limitation, all Event Notices, statements in a comprehensive annual financial report, and other financial reports and statements of the Issuer), the Disclosure Officer shall be responsible for ensuring that such statements and Material information are complete, true, and accurate in all material aspects and available to all investors. The Disclosure Officer will work with other officers of the Issuer to ensure that all public statements and information released by the Issuer are accurate and are not misleading in all Material aspects.

(e) Issuance of Debt Obligations. Whenever the Issuer prepares or participates in the preparation of an Offering Document, the Disclosure Officer, in addition to any other officers selected by the Issuer, shall be responsible for making all certifications that may be required to the effect that such Offering Document does not contain any untrue statement of Material fact or omit to state any Material fact necessary to make the information contained in such documents, in the light of the circumstances under which it was provided, not misleading.

Such determination by the Disclosure Officer shall only be made after coordination with the Issuer's attorney or other administrative officer having ultimate responsibility with respect to the Issuer's operations, risks and litigation, to ensure that any current, pending or threatened losses, investigations or litigation, and any settlement or court orders that are Material to the Issuer are properly identified.

(f) Determination of Material Information. The Issuer understands that determining materiality requires a complete review of facts and circumstances (which may include a review of outstanding Debt Obligations) and in some instances may require the Disclosure Officer to discuss matters with other officers or consultants of the Issuer. Furthermore, each determination of materiality made by the Disclosure Officer shall be made on a case-by-case basis. For purposes of this Policy, information is "Material" if there is a substantial likelihood that the disclosure of that information would be viewed by a reasonable investor as having significantly altered the total mix of information made available in making an informed investment decision.[1]

SECTION 3.03 RECORD RETENTION.

The Disclosure Officer will maintain or cause to be maintained all records relating to annual disclosure filings including the financial information and operating data to be included in the Annual Report for a period of three (3) years after retirement of the related Debt Obligations. The Disclosure Officer will additionally maintain or cause to be maintained all records relating to Event Notices required to be filed with the MSRB under the Continuing Disclosure Undertaking. Such records shall be maintained in either paper or electronic format, or in both formats.

SECTION 3.04 TRAINING.

The Disclosure Officer shall have at least a general familiarity with the content of Rule 15c2-12 and the SEC Municipal Markets Report, and in furtherance thereof receive appropriate training regarding the Issuer's disclosure obligations in accordance with federal securities laws, state regulations and Rule 15c2-12. When appropriate, the Disclosure Officer and/or other Issuer employees and officials under the direction of the Disclosure Officer will attend training programs offered by the SEC or other industry professionals regarding disclosure policies and procedures developed in the context of Rule 15c2-12 that are relevant to the Issuer. Each person acting in the capacity of a Disclosure Officer shall receive such training as may be necessary for the person to perform competently the duties and responsibilities of Disclosure Officer to ensure the Issuer's compliance with the provisions of this Policy.

ARTICLE IV

ANNUAL DISCLOSURE FILINGS

SECTION 4.01 ANNUAL DISCLOSURE FILINGS.

[1] The general materiality standard used by the United States Supreme Court. *See* TSC Industries, Inc. v. Northway, Inc., 426 U.S. 438, 449 (1976).

The Disclosure Officer shall annually review each Continuing Disclosure Undertaking to determine: (i) the appropriate financial information and operating data required to be included in the Annual Report; and (ii) the filing deadline for such Annual Report or a part thereof. The Disclosure Officer should review the Issuer's documents, Debt Obligations, and disclosure and reporting requirements described in Sections 3.01 and 3.02 of this Policy in determining the appropriate financial information and operating data to be included in the Annual Report. As indicated in Section 3.02 of this Policy, the Disclosure Officer's review necessarily includes review of other documents relating to the financial and operating status of the Issuer to ensure that all required information is appropriately incorporated into the Annual Report. The Disclosure Officer shall be required to provide only the financial information, operating data, financial statements and notices which the Issuer has expressly agreed to provide pursuant to a respective Continuing Disclosure Undertaking, but, in consultation with appropriate accountants, municipal advisors, financial advisors and other outside consultants of the Issuer, may submit other appropriate information to EMMA that will impact the Issuer's financial condition and/or existing security holders in a manner deemed Material by the Disclosure Officer. Additionally, the Disclosure Officer shall notify the MSRB in an electronic format as prescribed by the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with the Continuing Disclosure Undertaking.

ARTICLE V

DISCLOSURE FILINGS FOR EVENT NOTICES

SECTION 5.01 DISCLOSURE FILINGS FOR EVENT NOTICES 1-14.

The Disclosure Officer shall determine whether an event included below has occurred with respect to the Issuer. If the Disclosure Officer determines that notice of the following events should be provided to the MSRB pursuant to a Continuing Disclosure Undertaking, the Disclosure Officer will cause the appropriate notice to be filed with the MSRB on EMMA, in a timely manner, not in excess of ten (10) Business Days after the occurrence of the event:

(1) Principal and interest payment delinquencies;

(2) Non-payment related defaults, if material;

(3) Unscheduled draws on debt service reserves reflecting financial difficulties;

(4) Unscheduled draws on credit enhancements reflecting financial difficulties;

(5) Substitution of credit or liquidity providers, or their failure to perform;

(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701–TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;

(7) Modifications to rights of security holders, if material;

(8) Bond calls, if material, and tender offers;

(9) Defeasances;

(10) Release, substitution, or sale of property securing repayment of the securities, if material;

(11) Rating changes;

(12) Bankruptcy, insolvency, receivership or similar event of the obligated person;

(13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

For the purposes of the event identified as item (12) in this Section 5.01, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

The Disclosure Officer may seek the advice of other employees and officials of the Issuer, as well as the advice of the consultants and counsel to the Issuer, as to whether one of the above described events has occurred and whether an Event Notice shall be filed with the MSRB consistent with Rule 15c2-12.

SECTION 5.02 EVENT 15: INCURRENCE OF A MATERIAL FINANCIAL OBLIGATION OR TERMS AFFECTING SECURITY HOLDERS.

(a) Event 15. Beginning on the Compliance Date and continuing thereafter, in addition to the fourteen events described in Section 5.01 and Event 16 described in Section 5.03, the Disclosure Officer shall determine whether an Event 15 has occurred with respect to the Issuer. If the Disclosure Officer determines that an Event 15 has occurred, the Disclosure Officer shall file, or cause to be filed, notice of such Event 15 with the MSRB through EMMA in a timely manner, not in excess of ten (10) Business Days after the date of incurrence. Beginning on the Compliance Date, Rule 15c2-12 establishes that an Event 15 is as follows:

(15) Incurrence of a Financial Obligation of the Obligated Person, if Material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Obligated Person, any of which affect security holders, if Material.

The Issuer recognizes that, unlike the events listed in Section 5.01 above, the stated purpose of the SEC in adding Event 15 to Rule 15c2-12 is to provide the secondary market with information regarding all debt, debt-like or debt-related Financial Obligations or Terms Affecting Security Holders incurred by the Issuer. The incurrence of Financial Obligations may occur outside the issuance of Municipal Securities and therefore engagement by the Disclosure Officer with counsel and other consultants experienced in compliance issues related to Rule 15c2-12 may be necessary to determine whether it is necessary to file an Event Notice for Event 15 with the MSRB through EMMA.

(b) Financial Obligations and Terms Affecting Security Holders Subject to Disclosure. The Disclosure Officer shall first determine whether a contract or obligation incurred by the Issuer is a Financial Obligation or Terms Affecting Security Holders subject to disclosure under Event 15. When assessing whether a particular contract or obligation is a Financial Obligation or Terms Affecting Security Holders subject to disclosure as such terms are used in Event 15, the Disclosure Officer should consider the facts and circumstances surrounding the Issuer's incurrence of each type of contract and obligation, as well as the factors set forth below:

i. Whether the contract or obligation could affect, or contains provisions or triggers that may impair, the Issuer's liquidity, overall creditworthiness or an existing security holders' rights;

ii. Whether the contract or obligation is a private placement of debt with a financial institution, letter of credit, standby line of credit, or a similar "credit agreement" that relates to a Debt Obligation;

iii. Whether the contract or obligation is an ordinary financial and operating liability incurred in the Issuer's normal course of business;

iv. Whether the contract or obligation contains acceleration provisions or restrictive debt service covenants that could affect the rights of existing security holders;

v. Whether the contract or obligation is a short or long-term Debt Obligation of the Issuer under the terms of an indenture, loan agreement, capital lease, or other similar contract such as a line of credit;

vi. Whether the contract or obligation is an operating lease, or a capital lease which operates as a vehicle for borrowing money (e.g. a lease-purchase agreement). For purposes of this Disclosure Policy, factors relevant to determining whether a lease is a vehicle for borrowing money (i.e., a Financial Obligation) are included in **Exhibit A** attached hereto;

vii. Whether the contract or obligation represents competing debt with the Issuer's prior Debt Obligations that may affect the rights of the existing security holders;

viii. Whether the contract or obligation is a derivative instrument entered into in connection with a pledge as security or source of payment for an existing or planned Debt Obligation, which may include any swap, security-based swap, futures contract, forward contract, option, a combination of the foregoing or any similar instrument;

ix. Whether the contract or obligation is a derivative instrument designed to mitigate investment risk; or

x. Whether the contract or obligation is a guarantee provided by the Issuer as a guarantor for the benefit of a third party.

The Disclosure Officer will consult with bond counsel, legal counsel to the Issuer (including designated disclosure counsel, if any), accountants, municipal advisors, financial advisors and other outside consultants to the extent necessary in making a determination as to whether a contract or obligation incurred by the Issuer is a Financial Obligation or Terms Affecting Security Holders subject to the disclosure requirements of Event 15.

(c) Determination of Material Event 15. If the Disclosure Officer determines that the Issuer has incurred a Financial Obligation or Terms Affecting Security Holders subject to Event 15, the Disclosure Officer shall proceed to determine whether such Financial Obligation or Terms Affecting Security Holders are Material. The same practice used by the Issuer for determining whether a particular piece of information is Material in connection with preparing a disclosure document for an Offering set forth in Section 3.02(f) should be used for purposes of Event 15.

The Disclosure Officer shall determine whether a Financial Obligation or Terms Affecting Security Holders are Material upon the incurrence of the Financial Obligation or the Terms Affecting Security Holders, taking into account all relevant facts and circumstances. Relevant facts and circumstances may include, but are not limited to:

i. The principal amount of the Financial Obligation, including the aggregate par amount of a series of related Financial Obligations, and the method of setting or adjusting the interest rate thereof;

ii. The Issuer's overall balance sheet and the size of its existing Debt Obligations;

iii. The source of security pledged for repayment of the Financial Obligation and the rights associated with such pledge;

iv. The length of time that the Financial Obligation is to remain outstanding; and

v. Other appropriate terms of a Financial Obligation that will impact the Issuer's financial condition and/or existing security holders in a manner deemed Material by the Disclosure Officer.

The Disclosure Officer, in consultation with the governing body of the Issuer, bond counsel, legal counsel to the Issuer (including designated disclosure counsel, if any), accountants, municipal advisors, financial advisors and other outside consultants of the Issuer, to the extent necessary, shall no less often than annually set objective standards of materiality with respect to Debt Obligations incurred by the Issuer, which may include, but are not limited to, a monetary threshold that, in connection with other relevant facts and circumstances, is the basis for the determination of materiality for Financial Obligations or Terms Affecting Security Holders of the Issuer. With respect to lease agreements entered into by the Issuer, the Disclosure Officer shall implement the guidelines set forth in **Exhibit A** when assessing whether such lease agreements are Material Financial Obligations.

(d) Incurrence. A Financial Obligation and Terms Affecting Security Holders is considered to be incurred by the Issuer on the date that such Financial Obligation or Terms Affecting Security Holders is enforceable against the Issuer. As a filing under Event 15 is required to be made in a timely manner, not in excess of ten (10) Business Days after date of incurrence, the Disclosure Officer shall begin the process of assessing whether a particular Financial Obligation or Terms Affecting Security Holders should be disclosed as far in advance of its incurrence as possible. Additionally, although not required, the Disclosure Officer may file a voluntary filing of all outstanding Material Financial Obligations incurred prior to the Compliance Date.

(e) Exemption of Municipal Securities as to Which a Final Official Statement Has Been Provided. The Disclosure Officer is not obligated to disclose, as a Financial Obligation or Terms Affecting Security Holders subject to Event 15, Municipal Securities as to which a final official statement has been provided to the MSRB consistent with Rule 15c2-12. The Disclosure Officer recognizes that this exclusion from the definition of "Financial Obligation" does not extend to Debt Obligations, contingent or otherwise, related to such Municipal Securities that may be disclosed or referenced in such final official statements.

(f) Exemption of Monetary Obligations Resulting From Legal Proceedings. The Disclosure Officer is not required to disclose monetary obligations resulting from a judicial, administrative, or arbitration proceeding as an Event Notice.

(g) Subjecting Debt Obligations to Annual Appropriation not Determinative. The Disclosure Officer understands that qualifying Debt Obligations or Financial Obligations such that payment is subject to annual appropriation may remove the "debt" designation for state constitutional or statutory purposes; however, this qualification alone will not be determinative as to whether the Issuer or Obligated Person has incurred a Material Financial Obligation; rather, when analyzing Debt Obligations and Financial Obligations that are subject to annual appropriation, the Disclosure Officer shall determine whether such Financial Obligation is Material, as described in Section 3.02(f), taking into account all relevant facts and circumstances as described in this Section 5.02.

(h) Form of Event 15 Event Notice. Upon review of the factors outlined above, if the Disclosure Officer affirmatively determines that a Debt Obligation incurred by the Issuer is a Financial Obligation or Terms Affecting Security Holders that are Material and not exempt under subsection (e) and (f) of this Section 5.02, and therefore subject to Event 15, the Disclosure Officer shall file or cause to be filed with the MSRB through EMMA a notice not in excess of ten (10) Business Days of the date of the incurrence of the Financial Obligations or Terms Affecting Security Holders. The Disclosure Officer shall include a description of the Material terms of the Financial Obligation or Terms Affecting Security Holders within the Event 15 Event Notice. Terms considered Material for Event 15 may include, but are not limited to:

i. The date of incurrence;

ii. Principal amount;

iii. Maturity and amortization;

iv. Interest rate, if fixed, or method of computation and any default rates, if variable; or

v. Other appropriate terms deemed material by the Disclosure Officer, the inclusion of which would help further the availability of information to assist investors in making more informed investment decisions in connection with such incurrence of Financial Obligations or Terms Affecting Security Holders.

The Disclosure Officer shall determine, based on the facts and circumstances, whether to submit to the MSRB a description of the Material terms of the Financial Obligation or the Terms Affecting Security Holders, or alternatively or in addition, submit related materials such as transaction documents prepared in connection with the Financial Obligation or the Terms Affecting Security Holders that set forth the material terms of the Financial Obligation or the Terms Affecting Security Holders. The Disclosure Officer shall not include, and shall take actions to redact, confidential information such as account numbers or other personally identifiable information (but not information relating to an interest rate or other pricing data). Should the Disclosure Officer determine that filing one or more of the transaction documents prepared in connection with the Financial Obligation or the Terms Affecting Security Holders is appropriate under this subsection, the Disclosure Officer may redact any confidential or personally identifiable information from the Event 15 Event Notice.

SECTION 5.03 EVENT 16: EVENTS UNDER THE TERMS OF A FINANCIAL OBLIGATION WHICH REFLECT FINANCIAL DIFFICULTIES.

(a) Event 16. Beginning on the Compliance Date and continuing thereafter, in addition to the fourteen events described in Section 5.01, and Event 15 described in Section 5.02, the Disclosure Officer shall determine whether an Event 16 has occurred with respect to the Issuer as follows:

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Obligated Person, any of which reflect financial difficulties.

If the Disclosure Officer determines that an Event 16 has occurred with respect to the Issuer, the Disclosure Officer will file or cause to be filed with the MSRB through EMMA a notice of Event 16, whether Material or not, provided the occurrence reflects financial difficulties of the Issuer. The Disclosure Officer shall file an Event 16 Event Notice even where the underlying Financial Obligation was incurred before the Compliance Date.

(b) Reflection of Financial Difficulty of Obligated Person. The Disclosure Officer shall disclose to the MSRB the occurrence of an event listed in Event 16 only if the Disclosure Officer, in consultation with the governing body of the Issuer, bond counsel, legal counsel to the Issuer (including designated disclosure counsel, if any), accountants, municipal advisors, financial advisors and other outside consultants to the Issuer, to the extent necessary, determines that the occurrence of the event reflects financial difficulties of the Issuer.

(c) Events Subject to Event 16 Filing. Subject to subsection (b) of this Section 5.03, the Disclosure Officer should disclose any occurrence in connection with the terms of a Financial Obligation that reflects financial difficulties of the Issuer. Such occurrences may include, but are not limited to the following types of events:

i. Monetary defaults or events of non-appropriation where the Issuer has failed to pay principal, interest, or other funds due, or a non-payment related default where the Issuer has failed to comply with specified covenants;

ii. An event of acceleration exercised by a trustee or counterparty as the result of an event of default or other applicable remedy provision;

iii. A modification of terms that reflects financial difficulties of the Issuer;

iv. A written or verbal waiver of an agreement provision that is a departure from what was agreed to under the original terms of such agreement; and

v. Other events under the terms of a Financial Obligation that reflect financial difficulties of the Issuer and share similar characteristics with the specific types of events in Event 16.

(d) Form of Event 16 Event Notice. Upon review of the factors outlined above, if the Disclosure Officer affirmatively determines that, in connection with the terms of a Financial Obligation of the Issuer, the Issuer is experiencing financial difficulties pursuant to Event 16, the Disclosure Officer shall file or cause to be filed with the MSRB through EMMA an Event 16 notice filing within ten (10) Business Days of the date of such determination containing a description of the relevant terms of the Financial Obligation. Terms considered relevant to an Event 16 notice filing may include, but are not limited to:

i. The provisions within the Financial Obligation giving rise to the occurrence under Event 16;

ii. The nexus between the terms of such Financial Obligation giving rise to the occurrence under Event 16 and the existing or potentially forthcoming financial difficulties resulting therefrom;

iii. A description of the Issuer's current financial status; and

iv. Other appropriate facts deemed material by the Disclosure Officer, the inclusion of which would help further the availability of information to assist investors in making more informed investment decisions in connection with the occurrence of events relating to a Financial Obligation that reflect financial difficulties.

ARTICLE VI

MISCELLANEOUS

SECTION 6.01 ANNUAL REVIEW.

The Disclosure Officer shall conduct an evaluation of the policies set forth in this Policy no less often than annually, and promptly after completing the evaluation the Disclosure Officer shall prepare an annual report of the Issuer's compliance.

SECTION 6.02 AMENDMENTS TO POLICY.

This Policy may be amended from time to time to adapt to changed circumstances that arise from a change in legal requirements or industry disclosure practices or procedures, a change in Rule 15c2-12, or a change in law.

ATTACHMENT E - SECURITIES LAW COMPLIANCE AND DISCLOSURE POLICY©

EXHIBIT A
LEASE AGREEMENTS OPERATING AS VEHICLES TO BORROW MONEY (FINANCIAL OBLIGATIONS)

As a result of the amendments to Rule 15c2-12, compliance therewith effective February 27, 2019, Issuers or Obligated Persons that periodically enter into leases should develop policies and procedures to (i) determine whether the lease is a vehicle to borrow money, and is therefore a Financial Obligation, as opposed to an operating lease, (ii) determine if such lease becomes Material once incurred, after considering other relevant factors and all outstanding Financial Obligations (an Issuer or Obligated Person's threshold for outstanding Financial Obligations) and (iii) require that all executed leases are timely communicated to the Disclosure Officer for purposes of determining whether an Event Filing is necessary.

I. Leases Operating as Vehicles to Borrow Money (Financial Obligations)

The SEC has determined that a lease should generally be considered a debt obligation and thus a "Financial Obligation" under the Rule when such lease operates as a vehicle to borrow money (i.e., capital leases but not mere operating leases).[1]

Capital leases are generally recorded on the balance sheet of the Issuer or Obligated Person as an asset and a liability by an amount equal to the present value of the minimum lease payments; in contrast, operating leases are handled as off-balance sheet financings of assets and are recorded as operating expenses on the Issuer or Obligated Person's income statement. In determining which types of leases to include under the umbrella of "Financial Obligations," the SEC deemed it appropriate to include only those leases that could represent competing debt of the Issuer or Obligated Person (e.g., capital leases which are essentially vehicles to borrow money).

Because capital leases of the Issuer or Obligated Person are recorded in the same fashion as other competing debt of the Issuer or Obligated Person, each sharing a line item in the balance sheet as a liability or included in a more general line item (i.e., competing debt), capital leases are viewed by the SEC as rising to the level of a Financial Obligation because they operate more like a debt obligation. As such, Issuers and Obligated Persons should have procedures in place that help determine whether leases are capital leases or operating leases, as the incurrence of a capital leases will require a Materiality analysis to determine whether an Event 15 notice filing is required.

To make the determination of whether a lease operates as a vehicle to borrow money, the Disclosure Officer should work with appropriate staff and accountants, municipal advisors, financial advisors and other outside consultants of the Issuer or Obligated Person, to the extent necessary, to determine whether the lease is a vehicle to borrow money (i.e., a capital lease) or an operating lease as operating leases will not rise to the level of a Financial Obligation under Event 15 of Rule 15c2-12.

Characteristics of Leases Operating as Vehicles to Borrow Money (Capital Leases)

In making the determination of whether a lease operates as a vehicle to borrow money and is therefore a Financial Obligation for purposes of Event 15, relevant characteristics may include, but are not limited to, the following:

i. The lease contains a transfer of ownership of the underlying asset at the end of the lease term or shortly thereafter;

ii. An option to purchase the underlying asset being leased at a discounted price is available, which may be exercised during or at the end of the lease term;

iii. The term of the lease is greater than 75% of the useful life of the leased asset; or

iv. The present value of the lease payment is greater than 90% of the leased asset's fair market value.

Although the characteristics above may be helpful in determining whether a lease operates as a vehicle to borrow money, the Disclosure Officer and appropriate staff and consultants should review of the entire lease, in context with the Issuer's financing and/or operating objectives, in considering whether a lease is a Financial Obligation subject to Event 15. Although a capital lease (as such term in commonly understood) will generally be treated as a vehicle to borrow money, the mere labelling of the lease as "capital" or "operating" will not itself be determinative.

II. Determining Factors for Materiality of Leases that Constitute Financial Obligations

[1] Although the SEC in Release No. 34-83885, implementing the amendment of Rule 15c2-12 to include Event 15 and 16, has discontinued (following GASB's lead) the use of the term "capital lease" and "operating lease," the distinction remains useful to the extent that "capital leases" are commonly understood to be financed purchases of an underlying asset (and thus generally are vehicles to borrow money) whereas "operating leases" are not.

Issuers and Obligated Persons should apply the Materiality standard in Section 3.02(f) and the relevant facts and circumstances in Section 5.02(c) of this Policy, in conjunction with the factors below for purposes of determining whether a lease that operates a vehicle to borrow money is Material and subject to an Event Filing under Event 15.

Given the difference in size, sophistication, features and number of obligations executed by certain issuers and Obligated Persons, factors used in determining the materiality of a lease that operates as a vehicle to borrow money may vary. The Disclosure Officer may utilize factors relevant to the Issuer or Obligated Person which may include, but are not limited to, one or more the following:

i. Whether the cost of the lease incurred and the payment obligations thereof exceeds a specified percentage of the Issuer's or Obligated Person's fund balance (for purposes of this and the following considerations, the Issuer must determine, given its circumstances, the appropriate way to measure the impact of a lease, e.g., by the aggregate payments required, by principal amount or by annual payment impact to the Issuer's debt portfolio);

ii. Whether the incurrence of the lease will increase the outstanding indebtedness of the Issuer or Obligated Person by more than a specified ratio or percentage;

iii. Whether the incurrence of the lease and the payment obligations thereof exceeds a specified percentage of the Issuer's unrestricted revenues;

iv. Whether the lease represents multiple counterparts of a single transaction that, if incurred at once, would exceed the limits stated in (i), (ii) or (iii) above;

v. Whether the incurrence of the lease in conjunction with other outstanding Financial Obligations would in the aggregate exceed the limits stated in (i), (ii) and (iii) above; or

vi. Whether the lease has acceleration provisions or is considered a security on parity or senior to outstanding Financial Obligations.

When utilizing the above factors, the Disclosure Officer must be aware that although a lease may not be Material when compared to the Issuer's or any Obligated Person's general revenues and fund balance, such lease may be material to Financial Obligations pledged to be paid from the specifically pledged revenues and fund balances. Therefore, the Disclosure Officer must look at both the general revenues and the specifically pledged revenues of the Issuer and any Obligated Person when determining the materiality of a lease that operates as a vehicle to borrow money.

If after using the Materiality standard in Section 3.02(f), the relevant facts and circumstances in Section 5.02(c) of this Policy and the factors described above, the Disclosure Officer determines that the lease operating as a vehicle to borrow money is Material, a filing under Event 15 must be made within ten business days from the incurrence of such lease.

If a determination of Materiality is made under factor (v) above for a lease or any other Financial Obligation, additional Financial Obligations incurred thereafter may likely carry a *de facto* Materiality designation. As such, factor (v) above works as a magnitude test of the Issuer or Obligated Person as it becomes the Issuer or Obligated Person's Materiality threshold for all outstanding Financial Obligations.

III. Communication Amongst Departments Once Leases are Incurred

The Disclosure Officer should become aware of the frequency in which the Issuer or Obligated Person incurs leases, as opposed to other forms Financial Obligations, in the ordinary course of the Issuer or Obligated Person's business. To further communication amongst multiple departments within the Issuer or Obligated Person, the Disclosure Officer should require that any member of the Issuer or Obligated Peron's staff authorized to execute leases on behalf of the Issuer or Obligated Person report and provide copies of all leases directly to the Disclosure Officer within two (2) business days prior to their execution. Upon receipt of any lease, the Disclosure Officer shall immediately work with appropriate staff and accountants, municipal advisors, financial advisors and other outside consultants of the Issuer, to the extent necessary, to determine whether the lease operates as a vehicle to borrow

money (i.e., is a Financial Obligation) and whether such lease is Material using the Materiality standard in Section 3.02(f), the relevant facts and circumstances in Section 5.02(c) of this Policy and the factors described above.

The City of Burleson's Budget Process

An OVERVIEW

The budget process for the City of Burleson is a year-round, continuous process. On October 1st, when the new fiscal year begins, department heads use the encumbrance system to create purchase orders identifying expenses which will be arising throughout the year. When invoices are received for goods and services for funds, which have been previously encumbered, the invoices are paid against those encumbrances and the encumbrances are relieved. Encumbrances are the fundamental budget control in place for department heads' use.

On a monthly basis, department heads compare their actual expenditures to their adopted budgets, researching and investigating any unexpected expenditure. This monthly review is another fundamental budgetary control that is utilized.

Throughout the year, department heads are able to move funds at their discretion within their respective department(s)/division(s) within the same fund, without increasing the appropriations. City Manager can reallocate resources between departments within a fund without increasing appropriations. Increases in appropriations within a fund, requires a budget amendment to be approved by Council

Early in the budget process, a Council work session calendar is prepared for various presentations to be made through out the process. Presentations include financial overviews, budget process, 5 year capital improvement plans for general government, parks and recreation and water and sewer, public safety operation overviews, strategic plan updates, compensation and benefits.

Also a budget calendar is created detailing the various deadlines required by the state for both tax rate adoption and formal budget adoption. Less formal dates, such as when documents are due, presentation meetings and planning meetings are set as well. This calendar is then distributed to the departments at the budget kick off meeting in March/April.

At the budget kickoff meeting, the City Manager and Finance Director describe the overall plan for the budget process, detailing which documents are required, departmental budget meetings, and any other expectations that may arise The budget kick off meeting allows department heads to ask questions or receive information needed to complete the next step in the formal budget process.

Department budgets are presented by each Director utilizing a standard presentation template. Budget

presentations are made to the City Manager's Office and Finance. Key focus areas in the presentation may include goals, accomplishments, cost containment strategies, fee schedule changes, and supplemental package request.

After the budget kickoff, budget information are distributed to each director. Budget packets include a budget preparation manual, calendar, and an excel budget template for fee changes and supplement request. Supplemental request are completed individually with a summary of all the request listed by priority.

Department heads prepare year end estimates for the current budget, and ensure estimates do not exceed budgeted amounts at the department level.

After the proposed base budget estimates are completed, departments develop decision packets for service enhancement they wish to propose to the City Manager for the next fiscal year. All requests for new personnel, fleet, or equipment which represent net additions to operations are considered service enhancements. The department must describe the program, itemize all new costs and provide an explanation of why the decision packet request is needed. Decision packets are prioritized according to needs perceived by the departments. Each decision packet is prepared as a separate request to allow for independent consideration of each and to allow the mixing of all decision packets into a master priority list for consideration during the remainder of the budget process.

The budget documentation is reviewed by the budget team, consisting of the City Manager, Deputy City Manager, Finance Director and other support staff meet with department heads, including their supporting staff. Main focus is given to the supplemental requests for the upcoming year's budget.

Additions and deletions are made to the budget based the City Manager's request, while the revenue forecasting which began in early April continues until July 26th when the certified tax rolls are distributed to municipalities.

REVENUES

Finance Department prepares estimates for revenues and projections for the coming year's revenues based on available historical data and economic trends. Departments review the fee schedule and request changes by submitting a fee change form to Finance. Fee changes are discussed during the department budget presentation

Once the certified tax roll is received, calculations are made to determine the no new revenue tax rate, no new revenue maintenance and operations tax rate, debt rate, and voter's approval rate. The City Manager presents his budget to City Council at a special

Budget Work session between the first and second City Council meetings in August

According to Texas Tax Code, a public hearing is required before adopting a tax rate which exceeds the lower of the voter-approval tax rate and the no-new-revenue tax rate. According to the Texas Local Government Code, a public hearing is also required before adopting the annual budget. Special notice of the dates and times of the public hearings are posted on the City's website, the posting board, and the Fort Worth Star-Telegram.

All of the ordinances - the tax rate ordinance, the budget ordinance, the utility ordinances, and the fee schedule ordinance - require two readings before they are adopted pursuant to the City charter.

The budget and tax rate are required to be adopted by September 29th or the City Manager budget presented by the City Manager will become the budget for the following fiscal year.

After the budget is adopted, departmental heads and managers take into consideration base budget and decision packets approved by City Council and begin to plan for the next year's budget process by including those decisions in their planning process.

BUDGET AMENDMENTS

As provided for in the ordinance adopting the budget, the City Council may, at the recommendation of the City Manager or on its own volition, transfer part or all of any unencumbered appropriation balance from one department or fund to another department or fund by resolution if they feel that a change in the budget is necessary to fulfill municipal purposes.

5 YEAR PROJECTIONS

5 year projections play a critical part in the budget process. Finance department prepares 5 year fund projections on various funds based on historical and current trends. These projection models allow management to review and make informed decisions while evaluating the impact over a 5 year period.


THE CITY OF
BURLESON
TEXAS

2022 Tax and Budget Preparation Calendar

Date	Day	Description
March 08, 2022	Tuesday	Budget kickoff at the Directors meeting
March 10, 2022	Thursday	Budget training citywide
April 08, 2022	Friday	Deadline for HR's positions, IT software and hard, and Equipment and Vehicles' request
April 15, 2022	Friday	Deadline for Departments to have supplemental and system budget entry completed
April 26, 2022	Tuesday	Deadline for documents and PowerPoint to Finance
May 09 – May 13, 2022	Week	CMO/Departments budget reviews
June 03, 2022	Friday	CMO approval of initial supplemental package
June 30, 2022	Thursday	Finalized budgets and supplemental decision packages
July 05, 2022	Tuesday	Regular City Council meeting. Resolution from City Council asking staff to prepare the budget assuming a tax rate over or under the voter-approval rate.[1]
July 25, 2022	Monday	Receive certified tax roll from appraisal districts.[2]
July 29, 2022	Friday	Staff submits proposed budget to Council, files with City Secretary, & posts to website.[345]
August 04, 2022	Thursday	Special City Council meeting. Council Work session to discuss budget and tax rate. Adopt a minute order setting date and time for both the budget and tax rate public hearing.
August 05, 2022	Friday	Submit to the county assessor-collectors 'no new revenue tax rate' and 'voter-approval tax rate' completed tax rate calculation forms.[6]
August 25, 2022	Thursday	Publish Notice for Public Hearing on tax rate in the newspaper.[7] Post tax rate prominently on the City's home page of website and on public access channel until public hearing concluded.[8] Public hearing on the budget is on 9/6.
August 26, 2022	Friday	Publish Notice for Public Hearing on the budget in the newspaper.[9] Public hearing on the tax rate on 9/6.
September 06, 2022	Tuesday	Regular City Council meeting. Public hearings on budget and tax rate and first reading of ordinances to approve the budget and tax rate.[1011121314] Budget should be approved first.[15] Specific language is required to move to adopt the tax rate.[16] The vote on the ordinance setting the tax rate must be a record vote and must be approved by at least 60 percent of the members of the City Council.[17] The City Council must separately approve the maintenance and operations component and the debt service component of the tax rate.[18] Council must announce date and time of final ordinance reading of tax rate ordinance.[19]
September 12, 2022	Monday	Special City Council meeting. Final reading of ordinances to approve the budget and tax rate.[20] Budget should be approved first. Specific language is required to move to adopt the tax rate. Minute order ratifying the budget should follow the ordinance vote.[21]
September 13, 2022	Tuesday	Post tax rate and budget to website after adoption.[22]

[1] On July 5, 2022, the City Council passed a resolution asking the City Manager to prepare the budget assuming a tax rate that does not exceed the voter-approval rate.
[2] Certified tax rolls are due on 7/25 Texas Tax Code §§ 26.01(a); 1.06.
[3] The proposed budget must include a line item comparing expenditures in the proposed budget and actual expenditures in the preceding year for: (1) notices required to be published in the newspaper; and (2) directly or indirectly influencing or attempting to influence the outcome of legislation or administrative action, as those terms are defined in Government Code § 305.002. Texas Local Government Code § 140.0045.
[4] The proposed budget must be filed with the municipal clerk "before the 30th day before the date the governing body of the municipality makes its tax levy for the fiscal year." If filing occurs 7/29, the tax levy must occur after 8/28. Texas Local Government Code § 102.005.
[5] On posting the budget on the City's website, see Texas Local Government Code § 102.005(c).
[6] The tax rates must be submitted to the county A/C "as soon as practicable" after the rates are calculated. Texas Tax Code § 26.04(d-3).
[7] If the proposed tax rate exceeds the no-new revenue tax rate, the notice must be posted continuously for at least seven days immediately before the public hearing on the proposed tax rate increase and at least seven days immediately before the date of the vote proposing the increase in the tax rate. For content of published notice and Internet notice, see Texas Tax Code Sections 26.06(b-1), (b-2), and (b- 3). The notice must also include the table described in Tax Code Section 26.062. Texas Tax Code § 26.065.
[8] The tax rates must be submitted to City Council and posted to City's website "by August 6 or as soon thereafter as practicable". The internet posting to the City's website must include: (1) the tax rates and an explanation as to how they were calculated, (2) the estimated I&S, M&O, and general fund balances, and (3) a schedule of the City's debt obligations. Texas Tax Code § 26.04(e).
[9] The budget public hearing must occur after 10 days but before 30 days have passed since the newspaper publication notice. The newspaper notice must have specific language. Texas Local Government Code § 102.0065.
[10] The budget public hearing must occur after 10 days but before 30 days have passed since the newspaper publication notice. Texas Local Government Code § 102.0065.
[11] The budget public hearing must be after the 15th day after the proposed budget is filed with the clerk. Texas Local Government Code § 102.007.
[12] The public hearing on the tax rate may not be held before the fifth day after the date the notice of the public hearing is given, and the hearing must be held on a weekday that is not a public holiday. Texas Tax Code § 26.06(a).
[13] The public hearing on the tax rate may not be held until the fifth day after the date the chief appraiser of each appraisal district in which the city participates has delivered its tax estimate notice under Tax Code Sec. 26.04(e-2) and made various types of tax rate information and the tax rate calculation forms available on to the public via the property tax database under Tax Code Sec. 26.17(f). Texas Tax Code Section 26.05(d-1).
[14] There are several precise requirements regarding notice in the tax rate ordinance itself that must be complied with if the city adopts a rate exceeding the no- new-revenue tax rate. Texas Tax Code § 26.05.
[15] City Council may only levy taxes in accordance with budget. Texas Local Government Code § 102.009.
[16] Texas Local Government Code § 26.05.
[17] Texas Tax Code § 26.05(b).
[18] Texas Tax Code § 26.05(a).
[19] Texas Tax Code § 26.06(d).
[20] If the city council does not vote on the proposed tax rate at the public hearing, the meeting to adopt the tax rate may not be held later than the seventh day after the date of the public hearing. TEX. TAX CODE § 26.06(e).
[21] City Council must take a separate ratification vote to adopt any budget that will raise total property tax revenue. Texas Tax Code § 102.007(d).
[22] The adopted budget, including the cover page, must be posted on the city's website. Texas Local Government Code § 102.008.

BUDGET SUMMARY
BY FUND

REVENUES	2020-2021 Actual	2021-2022 Budget	2021-2022 Estimate	2022-2023 Budget Proposed	2021-2022/ 2022-2023 Change
GENERAL FUND	$ 48,196,193	$ 50,604,942	$ 53,875,665	$ 53,151,097	5.03%
DEBT SERVICE FUND - GENERAL	7,420,173	7,628,519	7,628,519	8,969,563	17.58%
BCBD 4A SALES TAX SRF	6,350,173	6,342,450	8,093,719	7,322,335	15.45%
BCBD 4B SALES TAX SRF	6,158,573	6,143,500	6,925,034	7,187,335	16.99%
PARKS PERFORMANCE FUND	3,774,839	4,735,145	4,356,752	5,131,200	8.36%
STDSF - 4A SALES TAX	2,393,581	1,991,375	1,990,375	1,826,505	-8.28%
STDSF - 4B SALES TAX	1,844,929	1,402,175	1,393,675	1,390,800	-0.81%
HOTEL/MOTEL TAX FUND	481,833	266,040	476,462	489,191	83.88%
BURLESON TIF #2	862,313	955,938	976,680	1,117,298	16.88%
BURLESON TIF #3	56,926	193,142	203,000	-	-100.00%
BURLESON PID #1	43,776	60,000	69,000	70,000	16.67%
BURLESON PID #2	7,500	7,500	7,500	7,500	0.00%
CABLE FRANCHISE PEG SRF	242,720	60,000	60,000	60,000	0.00%
MC JUVENILE CASE MGR SRF	245,289	40,000	32,000	32,960	-17.60%
MC BLDG SECURITY SRF	92,128	35,000	35,000	35,000	0.00%
MC TECHNOLOGY SRF	159,517	30,000	30,000	30,000	0.00%
MC TIME PAYMENT SRF	50	1,500	-	-	-100.00%
OTHER SPECIAL REVENUE FUNDS	503,501	-	242,298	53,800	N/A
WATER & WASTEWATER FUND	23,635,091	25,020,212	25,620,595	25,864,089	3.37%
HIDDEN CREEK GOLF COURSE	2,441,336	2,773,357	2,928,786	2,914,200	5.08%
EQUIPMENT SERVICE FUND	454,808	1,314,761	1,314,361	2,185,524	66.23%
EQPT REPL - GOVERNMENTAL	1,755,832	1,766,802	1,741,802	2,979,042	68.61%
EQP REPL - PROPRIETARY	396,450	535,192	525,192	440,354	-17.72%
SUPPORT SERVICES FUND	2,387,363	5,058,104	5,066,781	5,340,000	5.57%
SOLID WASTE FUND	3,244,718	3,356,609	3,351,609	3,418,411	1.84%
CEMETERY OPERATIONS FUND	42,406	30,746	30,746	30,746	0.00%
CEMETERY ROYALTY FUND	15,461	26,500	26,500	26,500	0.00%
CEMETERY ENDOWMENT FUND	12,656	7,500	7,500	7,500	0.00%
HEALTH INSURANCE FUND	7,930,200	5,631,357	5,631,357	5,631,357	0.00%
TOTAL REVENUES	**$ 121,150,335**	**$ 126,018,366**	**$ 132,640,908**	**$ 135,712,307**	7.69%

EXPENDITURES	2020-2021 Actual	2021-2022 Budget	2021-2022 Estimate	2022-2023 Budget Proposed	2021-2022/ 2022-2023 Change
GENERAL FUND	$ 43,570,143	$ 50,271,828	$ 50,079,789	$ 55,328,010	10.06%
DEBT SERVICE FUND - GENERAL	7,577,201	7,237,347	7,237,347	7,513,108	3.81%
BCBD 4A SALES TAX SRF	11,668,449	9,563,124	9,595,376	4,962,661	-48.11%
BCBD 4B SALES TAX SRF	5,823,964	6,424,096	6,319,266	9,011,863	40.28%
PARKS PERFORMANCE FUND	3,774,839	4,807,399	4,356,752	5,131,200	6.74%
STDSF - 4A SALES TAX	2,393,446	1,990,375	1,990,375	1,828,130	-8.15%
STDSF - 4B SALES TAX	1,845,277	1,394,724	1,394,424	1,391,659	-0.22%
HOTEL/MOTEL TAX FUND	277,373	576,795	520,695	839,286	45.51%
BURLESON TIF #2	578,459	945,764	992,968	1,021,841	8.04%
BURLESON TIF #3	-	-	338,654	-	N/A
BURLESON PID #1	549	64,577	60,000	61,582	-4.64%
BURLESON PID #2	2,343	12,206	7,050	7,405	-39.33%
CABLE FRANCHISE PEG SRF	237,517	47,260	47,260	47,799	1.14%
MC JUVENILE CASE MGR SRF	65,940	159,632	154,907	38,070	-76.15%
MC BLDG SECURITY SRF	4,767	38,525	38,525	39,194	1.74%
MC TECHNOLOGY SRF	12,213	96,261	85,304	37,837	-60.69%
MC TIME PAYMENT SRF	-	10,000	-	-	-100.00%
OTHER SPECIAL REVENUE FUNDS	502,939	-	142,981	59,000	N/A
WATER & WASTEWATER FUND	22,905,861	24,474,995	23,557,803	25,618,998	4.67%
HIDDEN CREEK GOLF COURSE	2,441,336	2,922,761	2,928,786	2,914,200	-0.29%
EQUIPMENT SERVICE FUND	521,109	1,608,069	1,546,445	2,023,639	25.84%
EQPT REPL - GOVERNMENTAL	499,011	5,008,937	4,136,000	2,461,658	-50.85%
EQP REPL - PROPRIETARY	148,809	1,450,170	1,351,036	389,836	-73.12%
SUPPORT SERVICES FUND	2,548,082	5,512,926	5,354,149	5,701,729	3.42%
SOLID WASTE FUND	3,583,450	3,673,177	3,693,583	3,879,653	5.62%
CEMETERY OPERATIONS FUND	69,491	20,550	20,525	23,766	15.65%
CEMETERY ROYALTY FUND	709	7,750	7,750	7,750	0.00%
CEMETERY ENDOWMENT FUND	-	-	-	-	N/A
HEALTH INSURANCE FUND	4,746,006	4,778,139	4,927,022	5,685,193	18.98%
TOTAL OPERATING EXPENDITURES	**$ 115,799,283**	**$ 133,097,387**	**$ 130,884,772**	**$ 136,025,067**	2.20%
CAPITAL PROJECTS- GOVERNMENTAL	-	18,487,418	18,487,418	58,524,376	216.56%
CAPITAL PROJECTS- PROPIETARY		15,514,852	15,514,852	9,733,840	-37.26%
TOTAL CAPITAL EXPENDITURES	-	34,002,270	34,002,270	68,258,216	
TOTAL EXPENDITURES	**$ 115,799,283**	**$ 167,099,657**	**$ 164,887,042**	**$ 204,283,283**	22.25%

THREE YEAR FUND SUMMARIES BY REVENUE, EXPENDITURES AND FUND BALANCE FY 2022-2023

	MAJOR GOVERNMENTAL FUND GENERAL FUND			
	2020-21 ACTUAL	2021-22 BUDGET	2021-22 ESTIMATE	2022-23 BUDGET
Beginnig fund balance/ working capital	**$ 13,713,855**	**$ 15,690,783**	**$ 18,339,905**	**$ 22,135,781**
Revenues				
Ad Valorem Taxes	23,123,953	23,363,607	23,674,069	25,452,882
Sales Taxes	12,486,272	12,414,500	13,995,907	14,415,784
Franchise Fees	2,447,587	2,475,000	2,633,700	2,684,105
Licenses And Permits	1,294,234	1,597,340	1,561,250	1,732,440
Charge for Service	26,153	40,170	29,550	35,850
Fines And Forfeitures	1,060,099	1,081,500	1,081,500	1,092,315
Interest	30,768	300,000	193,000	325,000
Miscellaneous	3,017,718	3,445,529	3,573,808	4,945,084
Other Sources	4,709,409	5,887,296	7,132,881	2,467,637
Total revenues	**48,196,193**	**50,604,942**	**53,875,665**	**53,151,097**
Expenditures				
Personal Services	30,994,570	33,462,106	32,807,619	36,316,842
Material & Supplies	1,178,282	1,603,293	1,640,389	2,103,839
Purchased Services	3,565,752	3,790,106	3,991,636	4,307,863
Maintenance And Repair	1,558,936	1,828,938	1,843,700	1,998,807
Other Expenditures	5,546,224	7,759,064	7,976,489	10,182,302
Capital Outlay	726,379	1,828,321	1,819,956	418,357
Total expenditures	**43,570,143**	**50,271,828**	**50,079,789**	**55,328,010**
Change in fund balance	4,626,050	333,114	3,795,876	(2,176,913)
Ending fund balance/ working capital	**$ 18,339,905**	**$ 16,023,897**	**$ 22,135,781**	**$ 19,958,868**

THREE YEAR FUND SUMMARIES BY REVENUE, EXPENDITURES AND FUND BALANCE FY 2022-2023

	MAJOR GOVERNMENTAL FUND GENERAL DEBT SERVICE			
	2020-21 ACTUAL	2021-22 BUDGET	2021-22 ESTIMATE	2022-23 BUDGET
Beginnig fund balance/ working capital	**$ 2,398,154**	**$ 2,201,691**	**$ 2,241,126**	**$ 2,632,298**
Revenues				
Ad Valorem	7,022,924	7,234,969	7,234,969	8,575,013
Other sources	397,249	393,550	393,550	394,550
Total revenues	**7,420,173**	**7,628,519**	**7,628,519**	**8,969,563**
Expenditures				
Debt service	7,577,201	7,237,347	7,237,347	7,512,784
Other Expenditures	-	-	-	324
Total expenditures	**7,577,201**	**7,237,347**	**7,237,347**	**7,513,108**
Change in fund balance	(157,028)	391,172	391,172	1,456,455
Ending fund balance/ working capital	**$ 2,241,126**	**$ 2,592,863**	**$ 2,632,298**	**$ 4,088,753**

THREE YEAR FUND SUMMARIES BY REVENUE, EXPENDITURES AND FUND BALANCE FY 2022-2023

	MAJOR GOVERNMENTAL FUND 4A SALES TAX REVENUE			
	2020-21 ACTUAL	2021-22 BUDGET	2021-22 ESTIMATE	2022-23 BUDGET
Beginnig fund balance/ working capital	**$ 7,793,082**	**$ 2,443,008**	**$ 2,474,806**	**$ 973,149**
Revenues				
Sales Tax	6,157,778	6,128,500	6,910,034	7,117,335
Interest	2,600	25,750	15,000	15,000
Miscellaneous	189,795	188,200	1,168,685	190,000
Total revenues	**6,350,173**	**6,342,450**	**8,093,719**	**7,322,335**
Expenditures				
Personnel Services	301,783	303,574	350,185	487,864
Material & Supplies	8,171	10,750	8,250	5,750
Purchased Services	255,750	304,367	312,758	555,873
Maintenance and Repair	24,525	35,000	27,750	35,000
Transfers out:				
4A Debt	2,393,447	1,990,375	1,990,375	1,826,505
General Fund- Adm.	256,118	366,203	366,203	176,925
Capital	2,045,760	-	-	-
Economic Incentives	385,991	1,112,500	1,112,500	1,375,000
Other Expenditures	149,137	440,355	427,355	499,744
Capital Outlay	5,847,767	5,000,000	5,000,000	-
Total expenditures	**11,668,449**	**9,563,124**	**9,595,376**	**4,962,661**
Change in fund balance	(5,318,276)	(3,220,674)	(1,501,657)	2,359,674
Ending fund balance/ working capital	**$ 2,474,806**	**$ (777,666)**	**$ 973,149**	**$ 3,332,823**

THREE YEAR FUND SUMMARIES BY REVENUE, EXPENDITURES AND FUND BALANCE FY 2022-2023

	MAJOR GOVERNMENTAL FUND 4B SALES TAX REVENUE			
	2020-21 ACTUAL	2021-22 BUDGET	2021-22 ESTIMATE	2022-23 BUDGET
Beginnig fund balance/ working capital	**$ 4,606,639**	**$ 4,158,317**	**$ 4,941,248**	**$ 5,547,016**
Revenues				
Sales Tax	6,157,778	6,128,500	6,910,034	7,117,335
Interest	795	15,000	15,000	70,000
Transfer In	-	-	-	-
Total revenues	**6,158,573**	**6,143,500**	**6,925,034**	**7,187,335**
Expenditures				
Personal Services	-	193,403	156,449	337,433
Material & Supplies	-	3,900	3,900	20,000
Purchased Services	6,746	3,500	3,500	8,500
Maintenance And Repair	376,336	292,325	277,328	-
Transfers Out				
4B Debt	1,844,545	1,393,675	1,393,675	1,390,800
General Fund- Adm.	10,000	15,450	15,450	153,109
Golf	909,702	1,217,718	1,174,226	1,104,630
PPF	2,676,635	2,715,418	2,706,031	3,130,479
Capital	-		-	-
Economic Incentives	-	412,500	412,500	566,667
Miscellaneous	-	-		-
Other Expenditures	-	176,207	176,207	281,845
Capital Outlay	-	-	-	2,018,400
Total expenditures	**5,823,964**	**6,424,096**	**6,319,266**	**9,011,863**
Change in fund balance	334,609	(280,596)	605,768	(1,824,528)
Ending fund balance/ working capital	**$ 4,941,248**	**$ 3,877,721**	**$ 5,547,016**	**$ 3,722,488**

THREE YEAR FUND SUMMARIES BY REVENUE, EXPENDITURES AND FUND BALANCE FY 2022-2023

	MAJOR GOVERNMENTAL FUND PARKS PERFORMANCE FUND			
	2020-21 ACTUAL	2021-22 BUDGET	2021-22 ESTIMATE	2022-23 BUDGET
Beginnig fund balance/ working capital	**$ -**	**$ -**	**$ -**	**$ -**
Revenues				
Charges for services	1,095,571	2,014,006	1,650,000	2,000,000
Investment income	645	721	721	721
Contributions	2,676,635	2,715,418	2,706,031	3,130,479
Other Sources	1,988	5,000	-	-
Total revenues	**3,774,839**	**4,735,145**	**4,356,752**	**5,131,200**
Expenditures				
Personnel services	2,159,115	2,809,758	2,283,714	2,603,561
Material & Supplies	144,141	243,162	234,404	218,640
Purchased Services	617,409	545,764	625,061	725,586
Maintenance And Repair	131,247	315,801	324,996	388,837
Other expenditures	494,984	701,555	701,555	974,006
Capital outlay	227,943	191,359	187,022	220,570
Total expenditures	**3,774,839**	**4,807,399**	**4,356,752**	**5,131,200**
Change in fund balance	-	(72,254)	-	-
Ending fund balance/ working capital	**$ -**	**$ (72,254)**	**$ -**	**$ -**

THREE YEAR FUND SUMMARIES BY REVENUE, EXPENDITURES AND FUND BALANCE FY 2022-2023

	MAJOR GOVERNMENTAL FUND 4A SALES TAX DEBT SERVICE REVENUE			
	2020-21 ACTUAL	2021-22 BUDGET	2021-22 ESTIMATE	2022-23 BUDGET
Beginnig fund balance/ working capital	**$ 285,916**	**$ 286,916**	**$ 286,051**	**$ 286,051**
Revenues				
Interest	134	1,000	-	-
Transfers in	2,393,447	1,990,375	1,990,375	1,826,505
Total revenues	**2,393,581**	**1,991,375**	**1,990,375**	**1,826,505**
Expenditures				
Debt service	2,393,446	1,990,375	1,990,375	1,828,130
Total expenditures	**2,393,446**	**1,990,375**	**1,990,375**	**1,828,130**
Change in fund balance	135	1,000	-	(1,625)
Ending fund balance/ working capital	**$ 286,051**	**$ 287,916**	**$ 286,051**	**$ 284,426**

THREE YEAR FUND SUMMARIES BY REVENUE, EXPENDITURES AND FUND BALANCE FY 2022-2023

	MAJOR GOVERNMENTAL FUND 4B SALES TAX DEBT SERVICE REVENUE			
	2020-21 ACTUAL	2021-22 BUDGET	2021-22 ESTIMATE	2022-23 BUDGET
Beginnig fund balance/ working capital	**$ 465,950**	**$ 473,401**	**$ 465,602**	**$ 464,853**
Revenues				
Interest	385	8,500	-	-
Transfers in	1,844,544	1,393,675	1,393,675	1,390,800
Total revenues	**1,844,929**	**1,402,175**	**1,393,675**	**1,390,800**
Expenditures				
Debt service	1,845,277	1,394,724	1,394,424	1,391,659
Transfers out	-	-	-	-
Total expenditures	**1,845,277**	**1,394,724**	**1,394,424**	**1,391,659**
Change in fund balance	(348)	7,451	(749)	(859)
Ending fund balance/ working capital	**$ 465,602**	**$ 480,852**	**$ 464,853**	**$ 463,994**

THREE YEAR FUND SUMMARIES BY REVENUE, EXPENDITURES AND FUND BALANCE FY 2022-2023

	NON-MAJOR GOVERNMENTAL FUND HOTEL MOTEL OCCUPANCY TAX FUND			
	2020-21 ACTUAL	2021-22 BUDGET	2021-22 ESTIMATE	2022-23 BUDGET
Beginnig fund balance/ working capital	**$ 697,823**	**$ 596,356**	**$ 902,283**	**$ 858,050**
Revenues				
Hotel Motel Tax	455,114	244,625	455,047	467,776
Investment income	469	1,415	1,415	1,415
Miscellaneous	26,250	20,000	20,000	20,000
Total revenues	**481,833**	**266,040**	**476,462**	**489,191**
Expenditures				
Material & Supplies	-	2,100	2,100	2,100
Purchased services	93,677	78,160	77,060	297,998
Maintenance And Repair	2,200	2,000	2,000	5,000
Other expenditures	181,496	269,535	214,535	284,188
Capital Outlay	-	225,000	225,000	250,000
Total expenditures	**277,373**	**576,795**	**520,695**	**839,286**
Change in fund balance	204,460	(310,755)	(44,233)	(350,095)
Ending fund balance/ working capital	**$ 902,283**	**$ 285,601**	**$ 858,050**	**$ 507,955**

THREE YEAR FUND SUMMARIES BY REVENUE, EXPENDITURES AND FUND BALANCE FY 2022-2023

	NON-MAJOR GOVERNMENTAL FUND TIF #2 FUND			
	2020-21 ACTUAL	2021-22 BUDGET	2021-22 ESTIMATE	2022-23 BUDGET
Beginnig fund balance/ working capital	**$ 540,429**	**$ 636,189**	**$ 824,283**	**$ 807,995**
Revenues				
TIF- Ad valorem	848,734	955,938	962,680	1,103,298
Miscellaneous	13,579	-	14,000	14,000
Total revenues	**862,313**	**955,938**	**976,680**	**1,117,298**
Expenditures				
Personnel services	88,086	300,879	312,294	322,714
Material & Supplies	-	37,968	33,728	5,500
Purchased services	9,898	13,900	13,929	13,950
Maintenance And Repair	39,545	85,250	125,250	125,000
Other expenditures	43,681	114,217	114,217	160,127
Transfers out	397,249	393,550	393,550	394,550
Total expenditures	**578,459**	**945,764**	**992,968**	**1,021,841**
Change in fund balance	283,854	10,174	(16,288)	95,457
Ending fund balance/ working capital	**$ 824,283**	**$ 646,363**	**$ 807,995**	**$ 903,452**

THREE YEAR FUND SUMMARIES BY REVENUE, EXPENDITURES AND FUND BALANCE FY 2022-2023

	NON-MAJOR GOVERNMENTAL FUND TIF #3 FUND			
	2020-21 ACTUAL	2021-22 BUDGET	2021-22 ESTIMATE	2022-23 BUDGET
Beginnig fund balance/ working capital	**$ 78,728**	**$ 132,394**	**$ 135,654**	**$ -**
Revenues				
TIF - Ad valorem	56,926	193,142	203,000	-
Total revenues	**56,926**	**193,142**	**203,000**	**-**
Expenditures				
Other expenditures	-	-	338,654	-
Total expenditures	**-**	**-**	**338,654**	**-**
Change in fund balance	56,926	193,142	(135,654)	-
Ending fund balance/ working capital	**$ 135,654**	**$ 325,536**	**$ -**	**$ -**

THREE YEAR FUND SUMMARIES BY REVENUE, EXPENDITURES AND FUND BALANCE FY 2022-2023

	NON-MAJOR GOVERNMENTAL FUND PID #1 FUND			
	2020-21 ACTUAL	2021-22 BUDGET	2021-22 ESTIMATE	2022-23 BUDGET
Beginnig fund balance/ working capital	**$ 4,577**	**$ -**	**$ 47,804**	**$ 56,804**
Revenues				
Assessment	43,776	60,000	69,000	70,000
Other Sources	-	-	-	-
Total revenues	**43,776**	**60,000**	**69,000**	**70,000**
Expenditures				
Purchased services	549	64,577	60,000	60,000
Other expenditures	-	-	-	1,582
Total expenditures	**549**	**64,577**	**60,000**	**61,582**
Change in fund balance	43,227	(4,577)	9,000	8,418
Ending fund balance/ working capital	**$ 47,804**	**$ (4,577)**	**$ 56,804**	**$ 65,222**

THREE YEAR FUND SUMMARIES BY REVENUE, EXPENDITURES AND FUND BALANCE FY 2022-2023

	NON-MAJOR GOVERNMENTAL FUND PID #2 FUND			
	2020-21 ACTUAL	2021-22 BUDGET	2021-22 ESTIMATE	2022-23 BUDGET
Beginnig fund balance/ working capital	**$ -**	**$ 7,050**	**$ 5,157**	**$ 5,607**
Revenues				
Other Sources	7,500	7,500	7,500	7,500
Total revenues	**7,500**	**7,500**	**7,500**	**7,500**
Expenditures				
Purchased services	2,343	12,206	7,050	7,050
Other expenditures	-	-	-	355
Total expenditures	**2,343**	**12,206**	**7,050**	**7,405**
Change in fund balance	5,157	(4,706)	450	95
Ending fund balance/ working capital	**$ 5,157**	**$ 2,344**	**$ 5,607**	**$ 5,702**

THREE YEAR FUND SUMMARIES BY REVENUE, EXPENDITURES AND FUND BALANCE FY 2022-2023

	NON-MAJOR GOVERNMENTAL FUND PEG FUND REVENUE			
	2020-21 ACTUAL	2021-22 BUDGET	2021-22 ESTIMATE	2022-23 BUDGET
Beginnig fund balance/ working capital	**$ -**	**$ -**	**$ 5,203**	**$ 17,943**
Revenues				
PEG Fees	57,309	60,000	60,000	60,000
Other Sources	185,411	-	-	-
Total revenues	**242,720**	**60,000**	**60,000**	**60,000**
Expenditures				
Purchased services	4,012	3,500	3,500	3,500
Other Expenditures	147,760	3,760	3,760	4,299
Capital outlay	85,745	40,000	40,000	40,000
Total expenditures	**237,517**	**47,260**	**47,260**	**47,799**
Change in fund balance	5,203	12,740	12,740	12,201
Ending fund balance/ working capital	**$ 5,203**	**$ 12,740**	**$ 17,943**	**$ 30,144**

THREE YEAR FUND SUMMARIES BY REVENUE, EXPENDITURES AND FUND BALANCE FY 2022-2023

	NON-MAJOR GOVERNMENTAL FUND JUVENILE CASE MANAGER FUND REVENUE			
	2020-21 ACTUAL	2021-22 BUDGET	2021-22 ESTIMATE	2022-23 BUDGET
Beginnig fund balance/ working capital	**$ -**	**$ 173,544**	**$ 179,349**	**$ 56,442**
Revenues				
Fines and Forfeitures	32,248	40,000	32,000	32,960
Other Sources	213,041	-	-	
Total revenues	**245,289**	**40,000**	**32,000**	**32,960**
Expenditures				
Personnel services	65,935	925	-	-
Purchased services	-	2,300	-	-
Maintenance And Repair	5	1,500	-	-
Other expenditures	-	154,907	154,907	38,070
Total expenditures	**65,940**	**159,632**	**154,907**	**38,070**
Change in fund balance	179,349	(119,632)	(122,907)	(5,110)
Ending fund balance/ working capital	**$ 179,349**	**$ 53,912**	**$ 56,442**	**$ 51,332**

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REVENUE, EXPENDITURES AND FUND BALANCE
FY 2022-2023

	NON-MAJOR GOVERNMENTAL FUND BUILDING SECURITY FUND REVENUE			
	2020-21 ACTUAL	2021-22 BUDGET	2021-22 ESTIMATE	2022-23 BUDGET
Beginnig fund balance/ working capital	**$ -**	**$ 74,809**	**$ 87,361**	**$ 83,836**
Revenues				
Fines and Forfeitures	30,434	35,000	35,000	35,000
Other Sources	61,694	-	-	-
Total revenues	**92,128**	**35,000**	**35,000**	**35,000**
Expenditures				
Material & Supplies	145	33,525	33,525	33,525
Maintenance And Repair	4,622	5,000	5,000	5,000
Other expenditures	-	-	-	669
Total expenditures	**4,767**	**38,525**	**38,525**	**39,194**
Change in fund balance	87,361	(3,525)	(3,525)	(4,194)
Ending fund balance/ working capital	**$ 87,361**	**$ 71,284**	**$ 83,836**	**$ 79,642**

THREE YEAR FUND SUMMARIES BY REVENUE, EXPENDITURES AND FUND BALANCE FY 2022-2023

	NON-MAJOR GOVERNMENTAL FUND COURT TECHNOLOGY FUND REVENUE			
	2020-21 ACTUAL	2021-22 BUDGET	2021-22 ESTIMATE	2022-23 BUDGET
Beginnig fund balance/ working capital	**$ -**	**$ 140,851**	**$ 147,304**	**$ 92,000**
Revenues				
Fines and Forfeitures	25,555	30,000	30,000	30,000
Other Sources	133,962	-	-	-
Total revenues	**159,517**	**30,000**	**30,000**	**30,000**
Expenditures				
Personnel services	5,130	12,000	5,000	5,000
Purchased services	7,083	11,761	4,000	4,000
Maintenance And Repair	-	-	3,804	-
Other Expenditures	-	24,250	24,250	28,837
Capital outlay	-	48,250	48,250	-
Total expenditures	**12,213**	**96,261**	**85,304**	**37,837**
Change in fund balance	147,304	(66,261)	(55,304)	(7,837)
Ending fund balance/ working capital	**$ 147,304**	**$ 74,590**	**$ 92,000**	**$ 84,163**

THREE YEAR FUND SUMMARIES BY REVENUE, EXPENDITURES AND FUND BALANCE FY 2022-2023

	NON-MAJOR GOVERNMENTAL FUND TIME PAYMENT FUND			
	2020-21 ACTUAL	2021-22 BUDGET	2021-22 ESTIMATE	2022-23 BUDGET
Beginnig fund balance/ working capital	**$ -**	**$ 12,500**	**$ -**	**$ -**
Revenues				
Fines and Forfeitures	50	1,500	-	-
Other Sources	-	-	-	
Total revenues	**50**	**1,500**	**-**	**-**
Expenditures				
Other Expednitures	-	10,000	-	-
Total expenditures	**-**	**10,000**	**-**	**-**
Change in fund balance	50	(8,500)	-	-
Ending fund balance/ working capital	**$ 50**	**$ 4,000**	**$ -**	**$ -**

THREE YEAR FUND SUMMARIES BY REVENUE, EXPENDITURES AND FUND BALANCE FY 2022-2023

	NON-MAJOR GOVERNMENTAL FUND OTHER SPECIAL REVENUE FUNDS			
	2020-21 ACTUAL	2021-22 BUDGET	2021-22 ESTIMATE	2022-23 BUDGET
Beginnig fund balance/ working capital	**$ -**	**$ -**	**$ 562**	**$ 99,879**
Revenues				
Public Safety	432,776	-	57,880	11,700
Public Works	15,861	-	110,488	18,000
Culture & Recreation	54,864	-	73,930	24,100
Total revenues	**503,501**	**-**	**242,298**	**53,800**
Expenditures				
Personnel Services	8,255	-	2,500	17,300
Material & Supplies	40,754	-	27,883	19,000
Purchased Services	323	-	4,000	10,700
Maintenance and Repair	287	-	400	-
Other Expednitures	444,130	-	108,198	12,000
Capital outlay	9,190	-	-	-
Total expenditures	**502,939**	**-**	**142,981**	**59,000**
Change in fund balance	562	-	99,317	(5,200)
Ending fund balance/ working capital	**$ 562**	**$ -**	**$ 99,879**	**$ 94,679**

THREE YEAR FUND SUMMARIES BY REVENUE, EXPENDITURES AND FUND BALANCE FY 2022-2023

	MAJOR PROPRIETARY FUND WATER & WASTEWATER FUND			
	2020-21 ACTUAL	2021-22 BUDGET	2021-22 ESTIMATE	2022-23 BUDGET
Beginnig fund balance/ working capital	**$ 9,773,851**	**$ 10,686,693**	**$ 10,503,081**	**$ 12,565,873**
Revenues				
Charges for Services	21,803,434	22,926,362	23,084,745	23,550,739
Interest	10,842	80,000	50,000	250,000
Misc	91,645	97,469	89,469	89,469
Other sources	1,729,170	1,916,381	2,396,381	1,973,881
Total revenues	**23,635,091**	**25,020,212**	**25,620,595**	**25,864,089**
Expenditures				
Personnel services	1,937,583	2,247,277	2,308,920	3,061,757
Material & Supplies	157,122	180,540	131,109	141,223
Purchased Services	8,439,222	9,769,366	8,774,816	9,556,422
Maintenance And Repair	216,141	188,698	213,154	319,883
Other expenditures	3,991,505	3,252,713	3,252,713	3,042,809
Capital outlay	143,304	832,600	832,600	947,944
Debt services	6,336,471	6,300,422	6,300,422	6,760,759
Franchise fee	881,504	795,430	819,069	835,451
Pilot	803,009	907,949	925,000	952,750
Total expenditures	**22,905,861**	**24,474,995**	**23,557,803**	**25,618,998**
Change in fund balance	729,230	545,217	2,062,792	245,091
Ending fund balance/ working capital	**$ 10,503,081**	**$ 11,231,910**	**$ 12,565,873**	**$ 12,810,964**

THREE YEAR FUND SUMMARIES BY REVENUE, EXPENDITURES AND FUND BALANCE FY 2022-2023

	MAJOR PROPRIETARY FUND HIDDEN CREEK GOLF COURSE FUND			
	2020-21 ACTUAL	2021-22 BUDGET	2021-22 ESTIMATE	2022-23 BUDGET
Beginnig fund balance/ working capital	**$ -**	**$ -**	**$ -**	**$ -**
Revenues				
Charges for services	1,519,981	1,551,119	1,750,000	1,802,500
Investment income	112	20	60	-
Contributions	547,624	846,315	802,823	731,114
Other sources	373,619	375,903	375,903	380,586
Total revenues	**2,441,336**	**2,773,357**	**2,928,786**	**2,914,200**
Expenditures				
Personnel services	1,102,329	1,180,067	1,191,516	1,231,194
Material & Supplies	130,643	115,746	108,819	136,546
Purchased Services	410,918	376,889	377,474	391,484
Maintenance And Repair	94,905	197,154	199,654	72,950
Other expenditures	341,514	545,752	544,952	705,940
Capital outlay	-	135,250	134,468	-
Debt services	361,027	371,903	371,903	376,086
Total expenditures	**2,441,336**	**2,922,761**	**2,928,786**	**2,914,200**
Change in fund balance	-	(149,404)	-	-
Ending fund balance/ working capital	**$ -**	**$ (149,404)**	**$ -**	**$ -**

THREE YEAR FUND SUMMARIES BY REVENUE, EXPENDITURES AND FUND BALANCE FY 2022-2023

	MAJOR PROPRIETARY FUND EQUIPMENT SERVICE FUND REVENUE			
	2020-21 ACTUAL	2021-22 BUDGET	2021-22 ESTIMATE	2022-23 BUDGET
Beginnig fund balance/ working capital	**$ 148,468**	**$ 141,602**	**$ 82,167**	**$ (149,917)**
Revenues				
Charges for services	454,688	1,314,361	1,314,361	2,185,524
Investment income	120	400	-	-
Other sources	-	-	-	-
Total revenues	**454,808**	**1,314,761**	**1,314,361**	**2,185,524**
Expenditures				
Personnel services	319,302	402,808	389,617	504,194
Material & Supplies	60,723	23,115	23,465	23,115
Purchased Services	84,887	611,892	563,109	736,404
Maintenance And Repair	7,976	478,858	478,858	490,203
Other expenditures	48,221	91,396	91,396	269,723
Capital outlay	-	-	-	-
Total expenditures	**521,109**	**1,608,069**	**1,546,445**	**2,023,639**
Change in fund balance	(66,301)	(293,308)	(232,084)	161,885
Ending fund balance/ working capital	**$ 82,167**	**$ (151,706)**	**$ (149,917)**	**$ 11,968**

THREE YEAR FUND SUMMARIES BY REVENUE, EXPENDITURES AND FUND BALANCE FY 2022-2023

	MAJOR PROPRIETARY FUND EQUIPMENT REPLACEMENT FUND (GOV)			
	2020-21 ACTUAL	2021-22 BUDGET	2021-22 ESTIMATE	2022-23 BUDGET
Beginnig fund balance/ working capital	**$ 4,686,880**	**$ 4,662,584**	**$ 5,943,701**	**$ 3,549,503**
Revenues				
Investment income	7,911	45,000	20,000	25,000
Contributions	1,678,171	1,721,802	1,721,802	2,954,042
Other Sources	69,750	-	-	-
Total revenues	**1,755,832**	**1,766,802**	**1,741,802**	**2,979,042**
Expenditures				
Other expenditures	-	3,000,000	3,000,000	4,658
Capital outlay	499,011	2,008,937	1,136,000	2,457,000
Total expenditures	**499,011**	**5,008,937**	**4,136,000**	**2,461,658**
Change in fund balance	1,256,821	(3,242,135)	(2,394,198)	517,384
Ending fund balance/ working capital	**$ 5,943,701**	**$ 1,420,449**	**$ 3,549,503**	**$ 4,066,887**

THREE YEAR FUND SUMMARIES BY REVENUE, EXPENDITURES AND FUND BALANCE FY 2022-2023

	MAJOR PROPRIETARY FUND EQUIPMENT REPLACEMENT FUND (PROP)			
	2020-21 ACTUAL	2021-22 BUDGET	2021-22 ESTIMATE	2022-23 BUDGET
Beginnig fund balance/ working capital	**$ 1,230,357**	**$ 1,341,677**	**$ 1,477,998**	**$ 652,154**
Revenues				
Investment income	1,391	15,000	5,000	5,000
Contributions	391,059	520,192	520,192	435,354
Other Sources	4,000	-	-	-
Total revenues	**396,450**	**535,192**	**525,192**	**440,354**
Expenditures				
Transfer to Water & Sewer	-	1,000,000	1,000,000	-
Other expenditures	-	-	-	1,336
Capital outlay	148,809	450,170	351,036	388,500
Total expenditures	**148,809**	**1,450,170**	**1,351,036**	**389,836**
Change in fund balance	247,641	(914,978)	(825,844)	50,518
Ending fund balance/ working capital	**$ 1,477,998**	**$ 426,699**	**$ 652,154**	**$ 702,672**

THREE YEAR FUND SUMMARIES BY REVENUE, EXPENDITURES AND FUND BALANCE FY 2022-2023

	MAJOR PROPRIETARY FUND SUPPORT SERVICES FUND			
	2020-21 ACTUAL	2021-22 BUDGET	2021-22 ESTIMATE	2022-23 BUDGET
Beginnig fund balance/ working capital	**$ 892,856**	**$ 312,828**	**$ 732,137**	**$ 444,769**
Revenues				
Charges for services	2,285,977	5,052,104	5,064,781	5,340,000
Investment income	660	6,000	2,000	-
Other sources	100,726	-	-	-
Total reveneus	**2,387,363**	**5,058,104**	**5,066,781**	**5,340,000**
Expenditures				
Personnel services	1,187,219	1,416,265	1,410,422	1,709,257
Material & Supplies	199,328	229,250	229,250	677,651
Purchased Services	142,918	534,697	355,175	254,311
Maintenance And Repair	737,719	1,127,196	1,070,085	1,191,463
Other expenditures	3,540	3,540	3,540	282,421
Capital outlay	277,358	2,201,978	2,285,677	1,586,626
Total expenditures	**2,548,082**	**5,512,926**	**5,354,149**	**5,701,729**
Change in fund balance	(160,719)	(454,822)	(287,368)	(361,729)
Ending fund balance/ working capital	**$ 732,137**	**$ (141,994)**	**$ 444,769**	**$ 83,040**

THREE YEAR FUND SUMMARIES BY REVENUE, EXPENDITURES AND FUND BALANCE FY 2021-2022

	NON-MAJOR GOVERNMENTAL FUND SOLID WASTE FUND			
	2019-20 ACTUAL	2020-21 BUDGET	2020-21 ESTIMATE	2022-23 BUDGET
Beginnig fund balance/ working capital	**$ 1,683,064**	**$ 1,401,132**	**$ 1,344,332**	**$ 1,002,358**
Revenues				
Charges for services	3,242,900	3,341,609	3,341,609	3,408,411
Investment income	1,818	15,000	10,000	10,000
Total revenues	**3,244,718**	**3,356,609**	**3,351,609**	**3,418,411**
Expenditures				
Material & Supplies	10,937	11,000	11,132	11,000
Purchased Services	2,995,453	3,104,575	3,104,768	3,410,369
Other expenditures	340,572	314,019	312,683	214,701
Franchise	236,488	243,583	265,000	243,583
Total expenditures	**3,583,450**	**3,673,177**	**3,693,583**	**3,879,653**
Change in fund balance	(338,732)	(316,568)	(341,974)	(461,242)
Ending fund balance/ working capital	**$ 1,344,332**	**$ 1,084,564**	**$ 1,002,358**	**$ 541,116**

THREE YEAR FUND SUMMARIES BY REVENUE, EXPENDITURES AND FUND BALANCE FY 2022-2023

	NON-MAJOR GOVERNMENTAL FUND CEMETERY OPERATIONS FUND			
	2020-21 ACTUAL	2021-22 BUDGET	2021-22 ESTIMATE	2022-23 BUDGET
Beginnig fund balance/ working capital	**$ 232,855**	**$ 243,051**	**$ 205,770**	**$ 215,991**
Revenues				
Charges for services	42,431	30,000	30,000	30,000
Investment income	(25)	746	746	746
Total revenues	**42,406**	**30,746**	**30,746**	**30,746**
Expenditures				
Material & Supplies	64,488	-	-	-
Purchased services	5,003	20,550	20,525	20,522
Other expenditures	-	-	-	3,244
Total expenditures	**69,491**	**20,550**	**20,525**	**23,766**
Change in fund balance	(27,085)	10,196	10,221	6,980
Ending fund balance/ working capital	**$ 205,770**	**$ 253,247**	**$ 215,991**	**$ 222,971**

THREE YEAR FUND SUMMARIES BY REVENUE, EXPENDITURES AND FUND BALANCE FY 2022-2023

	NON-MAJOR GOVERNMENTAL FUND CEMETERY ROYALTY FUND			
	2020-21 ACTUAL	2021-22 BUDGET	2021-22 ESTIMATE	2022-23 BUDGET
Beginnig fund balance/ working capital	**$ 1,276,991**	**$ 436,456**	**$ 1,291,743**	**$ 1,310,493**
Revenues				
Investment income	1,202	10,000	10,000	10,000
Other sources	14,259	16,500	16,500	16,500
Total revenues	**15,461**	**26,500**	**26,500**	**26,500**
Expenditures				
Purchased services	709	7,750	7,750	7,750
Other expenditures	-	-	-	-
Capital outlay	-	-	-	-
Total expenditures	**709**	**7,750**	**7,750**	**7,750**
Change in fund balance	14,752	18,750	18,750	18,750
Ending fund balance/ working capital	**$ 1,291,743**	**$ 455,206**	**$ 1,310,493**	**$ 1,329,243**

THREE YEAR FUND SUMMARIES BY REVENUE, EXPENDITURES AND FUND BALANCE FY 2022-2023

	NON-MAJOR GOVERNMENTAL FUND CEMETERY ENDOWMENT FUND			
	2020-21 ACTUAL	2021-22 BUDGET	2021-22 ESTIMATE	2022-23 BUDGET
Beginnig fund balance/ working capital	**$ 136,969**	**$ 144,469**	**$ 149,625**	**$ 157,125**
Revenues				
Charges for services	12,656	7,500	7,500	7,500
Total revenues	**12,656**	**7,500**	**7,500**	**7,500**
Expenditures				
Other expenditures	-	-	-	-
Total expenditures	**-**	**-**	**-**	**-**
Change in fund balance	12,656	7,500	7,500	7,500
Ending fund balance/ working capital	**$ 149,625**	**$ 151,969**	**$ 157,125**	**$ 164,625**

THREE YEAR FUND SUMMARIES BY REVENUE, EXPENDITURES AND FUND BALANCE FY 2022-2023

	NON-MAJOR GOVERNMENTAL FUND HEALTH INSURANCE FUND			
	2020-21 ACTUAL	2021-22 BUDGET	2021-22 ESTIMATE	2022-23 BUDGET
Beginnig fund balance/ working capital	**$ -**	**$ 3,514,245**	**$ 3,184,194**	**$ 3,888,529**
Revenues				
Charges for services	5,508,872	5,619,357	5,619,357	5,619,357
Investment income	7,019	12,000	12,000	12,000
Other sources	2,414,309	-	-	-
Total revenues	**7,930,200**	**5,631,357**	**5,631,357**	**5,631,357**
Expenditures				
Claims	3,502,545	3,367,418	3,536,071	3,785,648
Purchased services	1,243,461	1,409,109	1,384,951	1,417,122
Other expenditures	-	1,612	6,000	482,423
Total expenditures	**4,746,006**	**4,778,139**	**4,927,022**	**5,685,193**
Change in fund balance	3,184,194	853,218	704,335	(53,836)
Ending fund balance/ working capital	**$ 3,184,194**	**$ 4,367,463**	**$ 3,888,529**	**$ 3,834,693**

FINANCING ALTERNATIVES CURRENTLY IN USE BY THE CITY OF BURLESON

Types of Financing	Applications	Positive Points	Negative Points
Pay as You Go-Current Operating Revenues			
Financing capital purchases out of current revenues during the life of the project.	Recurring expenses (vehicles) or small projects	No interest or issuance costs; lesser demands on management's time and shorter time period necessary to initiate projects	Not normally feasible for larger projects;possibly slower completion of projects; current users paying to benefit future users.
General Obligation Bonds			
Faith and credit financings requiring preparation of offering statements and bond ratings.	Medium and large projects	Lowest interest rate, flexible terms;no restrictive covenants involved;requires voter approval confirming public support.	Issuance costs higher than short term type of financing, but lower than revenue bonds;requires time and expense for voter approval.
Revenue Bonds			
Pledge of designated future revenues; requires preparation of complex offering statements, bond ratings and feasibility studies.	Large projects	Not faith and credit pledged; voter approval not required.	High interest and issuance costs; restrictive covenants involved; evidence of public support not obtained.
Combination Tax & Revenue Certificates of Obligations			
Direct obligations of the City, payable from the levy and collection of a direct and continuing ad valorem tax. May also be secured by a limited pledge of surplus net revenues of the City.	Large projects	Not faith and credit pledged; voter approval not required.	Higher interest and issuance cost; restrictive covenants involved; evidence of public support not obtained.

THE CITY OF

BURLESON

TEXAS

General Government 5 Year CIP Plan
2022 GO Bond Program

Project Name	FY2023	FY2024	FY2025	FY2026	FY2027	Total
SH174 Traffic Signal Improvements	$ 1,861,123	$ -	$ -	$ -	$ -	$ 1,861,123
Neighborhood Street Rebuild	$ 825,833	$ 750,000	$ 750,000	$ 750,000	$ -	$ 3,075,833
Alsbury- Hulen to CR 1020		$ 6,434,496		$ -	$ -	$ 6,434,496
Sidewalk program	$ 446,946	$ 200,000	$ 200,000	$ 200,000	$ 170,000	$ 1,216,946
Dual LT Lakewood at SH174 Intersection Improvement	$ 85,000	$ -	$ -	$ -	$ -	$ 85,000
Police Expansion	$ 3,600,000	$ 16,407,500	$ 16,409,500	$ -	$ -	$ 36,417,000
CR 1020 (Alsbury) Widening (design)	$ 2,500,000	$ -	$ -			$ 2,500,000
SH174 Widening (Schematic and Env)	$ -	$ 430,000	$ -	$ -	$ -	$ 430,000
Hulen at Wilshire Intersection	$ -	$ -	$ 200,000	$ 1,501,027	$ -	$ 1,701,027
Hulen Widening (SH174 to Candler)	$ -	$ -	$ 1,800,000	$ 6,003,653	$ -	$ 7,803,653
Hillside Dr. Elk Dr & FM731		$ -	$ 200,000	$ 836,509	$ -	$ 1,036,509
Fire Station	$ -	$ -	$ -	$ 2,500,000	$ 13,443,000	$ 15,943,000
FM1902 Pedestrian Mobility	$ -	$ -	$ -	$ 300,000	$ 1,189,901	$ 1,489,901
Wilshire Blvd (SH174) Construction Documents from Hulen to City Limits	$ -	$ -	$ -	$ 1,900,000	$ -	$ 1,900,000
E Renfro (FM3391)Widening PS&E	$ -		$ -	$ -	$ 2,697,512	$ 2,697,512
Bonds	**$ 9,318,902**	**$ 24,221,996**	**$ 19,559,500**	**$ 13,991,189**	**$ 17,500,413**	**$ 84,592,000**

Note: $1,413,000 proposed to be issued in FY2022

670

Parks and Golf 5 Year CIP Plan

Project	FY 23	FY 24	FY 25	FY 26	FY 27	Total
Parks						
Park Refurbishments						
Bartlett Playground					300,000	300,000
Cedar Ridge		200,000				200,000
Cindy Park						0
Elk Ridge	220,000					220,000
Heberle					235,000	235,000
Meadow Crest				220,000		220,000
Mistletoe		300,000				300,000
Oak Valley	500,000					500,000
Wakefield	200,000					200,000
Warren					500,000	500,000
Sport Fields						
Bartlett Field Regrading	1,500,000					1,500,000
Chisenhall Field Turf and Lighting	500,000	500,000	500,000	500,000	500,000	2,500,000
Hidden Creek Softball Relocation	250,000	2,000,000				2,250,000
Trails, Parking and Infrastructure						
Bailey Lake Low Water Crossing			220,000			220,000
Chisenhall and Bailey Lake Parking	2,001,000					2,001,000
Oak Valley Trail-Scott Street Trailhead		500,000				500,000
Village Creek Trail Phase IV		685,000				685,000
Village Creek Trail Phase III	2,417,160					2,417,160
Signage						
Park Monument Signs	65,000	65,000	65,000	65,000	65,000	325,000
City Wide Monument Signs	200,000	200,000				400,000
New Construction						
Shannon Creek Park	3,327,763					3,327,763
Community Park	4,000,000	500,000				4,500,000
Unplanned Park Improvements	50,000	50,000	50,000	50,000	50,000	250,000

Parks and Golf 5 Year CIP Plan (Continued)

BRiCk						
Upgrade A/C Control system and ventilation	500,000					500,000
Replace roof			1,000,000			1,000,000
Retiling of pool part room and family changing areas	62,000					62,000
Addition of Dry Sauna				380,000		380,000
Replacement of entry monument sign					35,000	35,000
Remodel of entryway (Admin, Kiosk, Rockwall and lighting)	125,000					125,000
Golf						
Monument Sign	28,750					28,750
Tee and Wayfinding signage		25,000				25,000
Bunkers						
Bunkers (1,16,17,18)	89,500					89,500
Bunkers (11,5,6,7,9)		97,750				97,750
Bunkers (2,3,4)			44,000			44,000
Bunkers (10,12)				30,800		30,800
Bunkers (13,14)					34,000	34,000
Tree Work						
Tree Removal and Limb up (Creek, 4,14)	49,000					49,000
Tree Removal and Limb up (7,9,10)				45,000		45,000
Tree Removal and Limb up (1,18)			45,000			45,000
Turf Improvements						
Range side (9) (shape, sod, cart path, trees)		45,000				45,000
Greens resurface (all 18) (remove and replace top 6' of material)					375,000	375,000
Ponds and Irrigation						
Pond Renovation bentonite/fountains (4,5,15)				85,000		85,000
Floating Intake Pipe Replacement			16,750			16,750
Park Total	15,230,923	5,000,000	835,000	835,000	1,650,000	23,550,923
BRiCk Total	687,000	0	1,000,000	380,000	35,000	2,102,000
Golf Total	167,250	167,750	105,750	160,800	409,000	1,010,550
Contingency/Escalation 5%	804,259	258,388	97,038	68,790	104,700	1,333,174
Total	**16,889,432**	**5,426,138**	**2,037,788**	**1,444,590**	**2,198,700**	**27,996,647**
Available Funding	1,975,000	204,033	105,750	160,800	409,000	2,854,583
Debt Sale	14,914,432	5,222,105	1,932,038	1,283,790	1,789,700	25,142,064
Total	**16,889,432**	**5,426,138**	**2,037,788**	**1,444,590**	**2,198,700**	**27,996,647**

4A 5 Year CIP Plan

4A Projects	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	Total
New Industrial Park	$ 5,000,000	$ 5,000,000	$ 10,000,000	$ -	$ -	$ 20,000,000
Chisolm Summit Infrastructure	$ 25,000,000	$ 10,000,000	$ -	$ -	$ -	$ 35,000,000
Total Projects	**$ 30,000,000**	**$ 15,000,000**	**$ 10,000,000**	**$ -**	**$ -**	**$ 55,000,000**
4A Bonds	$ 30,000,000	$ 15,000,000	$ 10,000,000	$ -	$ -	$ 55,000,000

W&S 5 Year CIP Plan

Water Project	2023	2024	2025	2026	2027	TOTAL
Water Line Rehabilitation	$ 2,000,000	$ 2,000,000	$ 2,000,000	$ 2,000,000	$ 2,000,000	**$ 10,000,000**
Industrial Blvd Pump Station Expansion & Alsbury Pump Station Decomm	$ 1,288,380	$ 5,337,652	$ -	$ -	$ -	**$ 6,626,032**
Security Upgrades	$ 350,000	$ -	$ -	$ -	$ -	**$ 350,000**
AMI Feasibility Study	$ 200,000	$ -	$ -	$ -	$ -	**$ 200,000**
12" Willow Creek Waterline Looping	$ 154,625	$ 795,204	$ -	$ -	$ -	**$ 949,829**
Rate Model	$ 150,000	$ -	$ -	$ -	$ -	**$ 150,000**
Hulen Ground Storage Tank Rehabilitation	$ -	$ 1,438,743	$ -	$ -	$ -	**$ 1,438,743**
8" Village Creek Waterline Looping	$ -	$ -	$ 819,402	$ -	$ -	**$ 819,402**
Mountain Valley EST and GST Demolition	$ -	$ -	$ 690,602	$ -	$ -	**$ 690,602**
16" Hulen Street Waterline	$ -	$ -	$ 464,889	$ 3,299,185	$ -	**$ 3,764,074**
12" Waterline Loop for Mountain Valley	$ -	$ -	$ 236,154	$ 1,068,516	$ -	**$ 1,304,670**
12" Water Line from Wilshire to John Jones (Future Hulen)	$ -	$ -	$ 223,058	$ 1,261,800	$ -	**$ 1,484,858**
Offsite Water Supply from Fort Worth	$ -	$ -	$ -	$ 12,043,803	$ -	**$ 12,043,803**
Hulen Pump Station Expansion	$ -	$ -	$ -	$ 379,254	$ 2,692,203	**$ 3,071,457**
Turkey Peak Elevated Storage Tank Rehabilitation	$ -	$ -	$ -	$ -	$ 198,950	**$ 198,950**
8" County Road 715 Water Line Looping	$ -	$ -	$ -	$ -	$ 99,003	**$ 99,003**
TOTAL	**$ 4,143,005**	**$ 9,571,599**	**$ 4,434,105**	**$ 20,052,558**	**$ 4,990,156**	**$ 43,191,423**

Sewer Project	2023	2024	2025	2026	2027	TOTAL
Sewer Line Rehabilitation	$ 3,000,000	$ 3,000,000	$ 3,000,000	$ 3,000,000	$ 3,000,000	**$ 15,000,000**
Trunk Relief Line (Town Creek Basin Parallel Buildout Interceptors)	$ 2,493,569	$ 13,809,396	$ -	$ -	$ -	**$ 16,302,965**
Gateway Station Lift Station Rehabilitation	$ 97,266	$ 832,984	$ -	$ -	$ -	**$ 930,250**
Parkview Dr Sewer Upsizing to 10"	$ -	$ -	$ 136,323	$ 969,870	$ -	**$ 1,106,193**
12" WasteWater line Replacement in Village Creek Basin (Golf Course)	$ -	$ -	$ -	$ 173,017	$ 1,230,107	**$ 1,403,124**
TOTAL	**$ 5,590,835**	**$ 17,642,380**	**$ 3,136,323**	**$ 4,142,887**	**$ 4,230,107**	**$ 34,742,532**

Total Water & Sewer Projects	**$ 9,733,840**	**$ 27,213,979**	**$ 7,570,428**	**$ 24,195,445**	**$ 9,220,263**	**$ 77,933,955**
Total Cash Funding	$ 700,000	$ -	$ -	$ -	$ -	$ 700,000
Total W&S Bonds	$ 9,033,840	$ 27,213,979	$ 7,570,428	$ 24,195,445	$ 9,220,263	$ 77,233,955
Total	**$ 9,733,840**	**$ 27,213,979**	**$ 7,570,428**	**$ 24,195,445**	**$ 9,220,263**	**$ 77,933,955**

Additional Capital Projects

Additonal Projects	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	TOTAL
Fire Station 2 Improvements	$ 300,000	$ 1,700,000	$ -	$ -	$ -	**$ 2,000,000**
City Hall Renovations	$ 1,500,000	$ -	$ -	$ -	$ -	**$ 1,500,000**
Alsbury Phase 1 Widening - Candler to Hulen	$ 323,545	$ 3,500,000	$ -	$ -	$ -	**$ 3,823,545**
Alsbury Design and ROW Acquisition (additional to GO Bond project)	$ -	$ 1,833,091	$ -	$ -	$ -	**$ 1,833,091**
Hulen 4-Lane Expansion (additional to GO Bond project)	$ -	$ -	$ -	$ 3,630,029	$ -	**$ 3,630,029**
Renfro Street & Johnson Avenue Pedestrian Improvement	$ 192,497	$ -	$ -	$ -	$ -	**$ 192,497**
Village Creek Parkway Expansion (Tarrant County Bond 50% Match)	$ -	$ -	$ -	$ -	$ 3,501,839	**$ 3,501,839**
Wicker Hill Rd & Greenridge Dr Road Reconstruction		$ -	$ 949,045	$ 4,040,465		**$ 4,989,510**
Hidden Vistas Extention to CR714					$ 1,575,349	**$ 1,575,349**
Additional Pavement Rehab			$ 808,198			**$ 808,198**
TOTAL	**$ 2,316,042**	**$ 7,033,091**	**$ 1,757,243**	**$ 7,670,494**	**$ 5,077,188**	**$ 23,854,058**
Sources						
Impact Fees	$ 241,871	$ -	$ 949,045	$ -	$ 2,064,645	$ 3,255,561
TIF 2 cash funding	$ 192,497	$ -	$ -	$ -	$ -	$ 192,497
GF Cash funding	$ 1,500,000	$ 1,833,091	$ 808,198	$ 846,168	$ 3,012,543	$ 8,000,000
TIF 3 (dissolved) debt capacity	$ 81,674	$ 3,500,000	$ -	$ 6,824,326	$ -	$ 10,406,000
Excess debt capacity	$ 300,000	$ 1,700,000	$ -	$ -	$ -	$ 2,000,000
TOTAL	**$ 2,316,042**	**$ 7,033,091**	**$ 1,757,243**	**$ 7,670,494**	**$ 5,077,188**	**$ 23,854,058**

5 Year Capital Improvement Program Summary

Category	2023	2024	2025	2026	2027	TOTAL
General Government Capital Improvement Plan	$ 9,318,902	$ 24,221,996	$ 19,559,500	$ 13,991,189	$ 17,500,413	$ 84,592,000
4B - Parks and Golf Capital Improvement Plan	$ 16,889,432	$ 5,426,138	$ 2,037,788	$ 1,444,590	$ 2,198,700	$ 27,996,647
4A - Ecomomic Development Capital Improvement Plan	$ 30,000,000	$ 15,000,000	$ 10,000,000	$ -	$ -	$ 55,000,000
Water and Sewer Capital Improvement Plan	$ 9,733,840	$ 27,213,979	$ 7,570,428	$ 24,195,445	$ 9,220,263	$ 77,933,955
Additional Capital Projects	$ 2,316,042	$ 7,033,091	$ 1,757,243	$ 7,670,494	$ 5,077,188	$ 23,854,058
Total	**$ 68,258,216**	**$ 78,895,204**	**$ 40,924,959**	**$ 47,301,718**	**$ 33,996,564**	**$ 269,376,660**
Available Funds	$ 4,609,368	$ 2,037,124	$ 1,862,993	$ 1,006,968	$ 5,486,188	$ 15,002,641
Bond Issue	$ 63,648,848	$ 76,858,080	$ 39,061,966	$ 46,294,750	$ 28,510,376	$ 254,374,019
Total	**$ 68,258,216**	**$ 78,895,204**	**$ 40,924,959**	**$ 47,301,718**	**$ 33,996,564**	**$ 269,376,660**

THE CITY OF

BURLESON

TEXAS

CITY OF BURLESON
TAX SUPPORTED
GENERAL LONG TERM DEBT
PRINCIPAL AND INTEREST REQUIREMENTS
As of September 30, 2022

YEAR	PRINCIPAL	INTEREST	TOTAL REQUIREMENT
2023	4,826,741	2,175,493	7,002,234
2024	5,202,391	1,960,796	7,163,186
2025	5,493,603	1,732,147	7,225,750
2026	4,781,545	1,501,486	6,283,030
2027	4,553,971	1,280,976	5,834,947
2028	4,173,971	1,078,542	5,252,513
2029	3,103,824	920,873	4,024,697
2030	3,228,824	789,077	4,017,901
2031	2,751,251	662,856	3,414,107
2032	2,876,251	547,875	3,424,126
2033	2,945,000	432,541	3,377,541
2034	3,070,000	314,941	3,384,941
2035	2,355,000	215,963	2,570,963
2036	1,985,000	142,778	2,127,778
2037	1,530,000	84,531	1,614,531
2038	1,230,000	41,850	1,271,850
2039	700,000	13,300	713,300
2040	185,000	1,850	186,850
TOTAL	$ 54,992,370	$ 13,897,873	$ 68,890,242

CITY OF BURLESON
TIF
GENERAL LONG TERM DEBT
PRINCIPAL AND INTEREST REQUIREMENTS
As of September 30, 2022

YEAR	PRINCIPAL	INTEREST	TOTAL REQUIREMENT
2023	230,000	164,550	394,550
2024	240,000	155,150	395,150
2025	250,000	145,350	395,350
2026	260,000	135,150	395,150
2027	270,000	124,550	394,550
2028	280,000	113,550	393,550
2029	290,000	103,600	393,600
2030	305,000	94,675	399,675
2031	310,000	85,450	395,450
2032	320,000	76,000	396,000
2033	330,000	66,044	396,044
2034	335,000	55,444	390,444
2035	350,000	44,313	394,313
2036	365,000	32,466	397,466
2037	375,000	19,978	394,978
2038	390,000	6,825	396,825
2039	-	-	-
TOTAL	$ 4,900,000	$ 1,423,094	$ 6,323,094

BURLESON 4B COMMUNITY SERVICES DEVELOPMENT CORPORTATION
LONG TERM DEBT
PRINCIPAL AND INTEREST REQUIREMENTS
As of September 30, 2022

YEAR	PRINCIPAL	INTEREST	TOTAL REQUIREMENT
2023	1,015,000	375,800	1,390,800
2024	1,050,000	332,888	1,382,888
2025	1,100,000	287,475	1,387,475
2026	1,155,000	235,075	1,390,075
2027	1,045,000	181,100	1,226,100
2028	1,100,000	129,375	1,229,375
2029	300,000	97,175	397,175
2030	310,000	84,825	394,825
2031	325,000	71,950	396,950
2032	335,000	58,550	393,550
2033	355,000	44,550	399,550
2034	365,000	29,950	394,950
2035	380,000	15,675	395,675
2036	170,000	5,400	175,400
2037	25,000	1,750	26,750
2038	25,000	1,250	26,250
2039	25,000	750	25,750
2040	25,000	250	25,250
TOTAL	$ 9,105,000	$ 1,953,788	$ 11,058,788

BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION
LONG TERM DEBT
PRINCIPAL AND INTEREST REQUIREMENTS
As of September 30, 2022

YEAR	PRINCIPAL	INTEREST	TOTAL REQUIREMENT
2023	1,463,402	363,103	1,826,505
2024	1,349,038	315,726	1,664,763
2025	1,466,684	269,877	1,736,561
2026	863,456	229,039	1,092,495
2027	896,029	194,059	1,090,088
2028	931,029	157,071	1,088,100
2029	571,176	128,021	699,197
2030	596,176	105,898	702,074
2031	618,750	81,400	700,149
2032	643,750	55,875	699,624
2033	625,000	30,175	655,175
2034	350,000	8,750	358,750
TOTAL	$ 10,374,488	$ 1,938,994	$ 12,313,482

CITY OF BURLESON
WATER AND WASTEWATER
PRINCIPAL AND INTEREST REQUIREMENTS
As of September 30, 2022

YEAR	PRINCIPAL	INTEREST	REQUIREMENT
2023	4,625,000	1,682,757	6,307,757
2024	4,790,000	1,526,491	6,316,491
2025	4,505,000	1,362,105	5,867,105
2026	4,155,000	1,200,612	5,355,612
2027	3,760,000	1,053,486	4,813,486
2028	3,145,000	924,965	4,069,965
2029	2,930,000	817,640	3,747,640
2030	3,040,000	716,292	3,756,292
2031	3,155,000	608,022	3,763,022
2032	2,815,000	498,294	3,313,294
2033	2,610,000	394,756	3,004,756
2034	2,560,000	296,403	2,856,403
2035	2,235,000	209,653	2,444,653
2036	1,955,000	137,988	2,092,988
2037	1,595,000	79,256	1,674,256
2038	1,140,000	37,625	1,177,625
2039	590,000	13,050	603,050
2040	280,000	2,800	282,800
TOTAL	$ 49,885,000	$ 11,562,192	$ 61,447,192

CITY OF BURLESON
HIDDEN CREEK GOLF COURSE
PRINCIPAL AND INTEREST REQUIREMENTS
As of September 30, 2022

YEAR	PRINCIPAL	INTEREST	REQUIREMENT
2023	339,857	35,729	375,586
2024	348,572	21,960	370,532
2025	374,714	7,494	382,208
2026	-	-	-
2027	-	-	-
2028	-	-	-
2029	-	-	-
2030	-	-	-
2031	-	-	-
2032	-	-	-
2033	-	-	-
2034	-	-	-
TOTAL	$ 1,063,143	$ 65,183	$ 1,128,326

DETAILED DEPARTMENTAL BUDGETED FTEs

Fund/ Dept#	Department	FY 2021	FY 2022	FY2023	DIFFERENCE	EXPLANATION
001-1011	City Manager	3	3	2	**-1**	**Executive Assistant to 2041 (-1)**
001-1015	Human Resources	5	6	6	**0**	
001-1016	Legal Services	1	1	1	**0**	
001-1017	Communications	4	4.5	3.5	**-1**	**Cust Srvc Specialist to 2041 (-1)**
001-1411	City Secretary	3	3	3	**0**	
001-1413	Records	1	1	1	**0**	
001-1415	Judicial	0	0.5	0.5	**0**	
001-1611	Library	11	11	12	**1**	**Youth Services Librarian (+1)**
001-2011	Finance	10	10	10	**0**	
001-2014	Purchasing	1	1	2	**1**	**Purchasing Agent (+1)**
001-3011	Police	86.5	90.5	97.5	**7**	**Police Lieutenants (+2)** **School Resource Officer (+3)** **P&E Technician (+1)** **Records Clerk (+1)**
001-3012	Fire	49	56	67	**11**	**Firefighter for Medical Transport (+6)** **Fire Marshal/Inspectors from 3013 (+4)** **Emrg Operations Mgr from 3014 (+1)**
001-3013	Fire Prevention	4	4	0	**-4**	**Fire Prev to Fire as one division (-4)**
001-3014	Emergency Services	1	1	0	**-1**	**Emrg Srvc to Fire as one division (-1)**
001-3015	Municipal Court	4	4	4	**0**	
001-3016	Marshals	3	3	3	**0**	
001-3017	Dispatch	19.26	19.26	22.26	**3**	**Pub Saf Comm Specialist for Medical Transport (+3)**
001-4011	Public Works Admininstration	6	6	6	**0**	**Deputy PW Director (+1)** **Admin Assistant (+1)** **Sr. Admin Assist to 2041 (-2)**
001-4016	Facilities	5	5	5	**0**	
001-4017	Street	14	14	14	**0**	
001-4018	Street Drainage	4	4	4	**0**	
001-4019	Street Traffic Maintance	4	4	6	**2**	**Signal Tech (+1)** **Traffic Center Operator (+1)**
001-4511	Neighborhood Services	2	1	1	**0**	
001-4514	Animal Services	5.5	5.5	6	**0.5**	**PT Kennel Tech to FT (+.5)**
001-4515	Environmental Services	3	2	2	**0**	
001-5010	Development Services	2	2	2	**0**	
001-5011	Community Development	3	3	3	**0**	

DETAILED DEPARTMENTAL BUDGETED FTEs

Fund/ Dept#	Department	FY 2021	FY 2022	FY2023	DIFFERENCE	EXPLANATION
001-5012	Bldg Inspections	7	9	9	**0**	
001-5013	Code Compliance	3	3	3	**0**	
001-5511	Engineering - Capital	5	5	6	**1**	**Engineering Project Coordinator (+1)**
001-5512	Engineering - Development	7	7	8	**1**	**Engineering Inspector (+1)**
001-6011	Parks/Recreation Admin	1	1	0	**-1**	**Director of P&R to 4B 6011 (-1)**
001-6013	Park Maint	11.91	11.91	11.91	**0**	
001-6015	Senior Citizen Center	2.84	2.84	2.84	**0**	
001-6016	ROW Maintenance	0	0	3	**3**	**ROW Maint. from 4B 6013 (+3)**
106-6011	4B Parks/Recreation Admin	0	0	2	**2**	**Dir of Parks&Rec from GF 6011 (+1)** **Sr. Admin Assist from PPF 6017 (+1)**
106-6013	4B Fund/Parks Maint.	0	3	0	**-3**	**ROW Maint. to GF 6016 (-3)**
110-1014	Economic Development	2	2	2	**0**	
114-1014	TIF#2 Fund/Economic Dev.	1	1	1	**0**	
114-3011	TIF#2 Fund/Police	0	2	2	**0**	
116-6017	BRiCk	43.76	45.76	44.76	**-1**	**Sr Admin Assist to 4B 6011 (-1)**
116-6018	Athletic Fields	7.83	8.83	8.83	**0**	
116-6019	Russell Farm	2.28	2.28	2.28	**0**	
401-2041	Utility Billing Customer Srvc	8	9	11	**2**	**Customer Srvc Data Mgr (+1)** **Sr. Admin Assistants from 4011 (+2)** **Exec. Assistant from 1011 (+1)** **Cust Srvc Specialist from 1017 (+1)** **Meter Techs to 4041 (-3)**
401-4041	Water Operations	16	16	19	**3**	**Meter Techs from 2041 (+3)**
401-4042	Wastewater Operations	5	5	5	**0**	
402-8011	Golf Administration	1	0	0	**0**	
402-8012	Golf Club House	6.8	6.8	6.8	**0**	
402-8013	Golf Maintenance	7.68	7.68	7.68	**0**	
402-8015	Golf Food/Beverages	4.19	4.19	4.19	**0**	
501-4051	Equipment Services	4	4	5	**1**	**Auto Tech IV (+1)**
504-1511	Info Technology	9	10	11	**1**	**IT Systems Analyst (+1)**
504-1513	Pub. Safety Consortium	1	1	1	**0**	
		411.55	433.55	461.05	**27.5**	**FTEs**

GENERAL FUND
BY
DEPARTMENT

DEPARTMENT	2020-2021 ACTUIAL	2021-2022 BUDGET	2021-2022 ESTIMATE	2022-2023 PROPOSED BUDGET	2021-2022 2022-2023 CHANGE
Animal Services	$ 527,864	$ 578,395	$ 576,157	$ 680,116	$ 101,721
Building Inspections	739,332	1,012,456	928,764	926,503	(85,953)
Burleson University	132,863		13,693		-
City Council	75,414	107,516	111,078	141,808	34,292
City Manager's Office	717,784	840,647	867,145	771,620	(69,027)
City Secretary's Office	751,228	804,532	747,808	896,868	92,336
Code Enforcement	341,802	397,543	404,213	400,349	2,806
Communications	519,427	728,877	733,534	682,882	(45,995)
Community Development	457,244	541,194	484,578	558,719	17,525
Development Services	232,421	347,906	320,952	351,362	3,456
Dispatch Services	1,367,106	2,075,368	2,077,173	2,103,049	27,681
Economic Development	698,432	800,000	876,624	1,200,000	400,000
Emergency Services	176,031	236,792	338,915		(236,792)
Engineering/Capital	206,439	255,832	282,646	176,451	(79,381)
Engineering/Development	861,389	1,351,442	1,415,075	1,296,759	(54,683)
Environmental Services	406,351	360,960	356,863	328,560	(32,400)
Facilities Maintenance	698,986	894,000	874,373	902,665	8,665
Finance	1,486,032	1,661,154	1,633,747	1,703,136	41,982
Fire	7,515,405	9,055,654	8,903,384	10,164,111	1,108,457
Fire Prevention	619,236	782,800	753,424		(782,800)
GF - Non-Departmental	938,061	714,959	324,454	2,359,428	1,644,469
Human Resources	741,247	964,953	963,720	1,094,597	129,644
Judicial	110,298	108,853	108,775	107,944	(909)
Legal Services	539,879	432,962	569,658	575,378	142,416
Library	1,307,099	1,168,543	1,145,743	1,480,262	311,719
Marshals Service	332,664	368,059	360,235	367,502	(557)
Municipal Court	352,277	370,045	391,696	421,918	51,873
Neighborhood Svcs Admin	270,600	285,695	231,792	212,582	(73,113)
Parks	1,404,053	1,482,160	1,617,132	1,595,254	113,094
Parks & Recreation Admin	204,385	258,861	254,615	55,796	(203,065)
Police	13,072,175	14,682,839	14,853,231	16,072,633	1,389,794
Public Works Admin	941,860	964,527	939,573	1,121,361	156,834
Purchasing	179,497	307,575	316,503	516,535	208,960
Records & Information Ser	115,156	115,449	112,452	117,993	2,544
Recreation	82,609	79,379	71,054	65,949	(13,430)
ROW Maintenance				201,354	201,354
Senior Citizens Center	151,504	203,697	196,693	220,288	16,591
Streets Drainage Maint	558,061	555,463	574,854	644,430	88,967
Streets Pavement Maint	2,906,932	3,338,708	3,397,414	3,401,851	63,143
Streets Traffic Maint	287,891	635,385	549,401	1,009,349	373,964
Support Services	155,961				-
Tax	387,148	400,648	400,648	400,648	-
TOTAL GENERAL FUND	**$ 43,570,143**	**$ 50,271,828**	**$ 50,079,789**	**$ 55,328,010**	**$ 5,056,182**

THE CITY OF

BURLESON

TEXAS

THE CITY OF
BURLESON
TEXAS

FEE SCHEDULE

FY 2022-23 Proposed

Animal Control
BRiCk
Building Permits and Inspection
City Manager's Office
City Secretary's Office
Code Enforcement
Economic Development/TIF
Engineering
Environmental Health
Fire Department
Finance
Fire Prevention
Golf Course
Library
Municipal Court
Parks
City Ball Fields
Park Facilities (Warren, Chisenhall and Mistletoe)
Park Land Dedication
Police Department
Planning
Records Management
Russell Farm
Utility Billing
Water/Wastewater

THE CITY OF

BURLESON

TEXAS

Animal Control

PERMIT/SERVICE	FEE
1. Offense Fees (Impoundment)	
A. First Offense (Altered/Unaltered)	$30/$45
B. Second Offense (Altered/Unaltered)	$60/$80
C. Third Offense (Altered/Unaltered)	$85/$120
2. Small Animal Boarding Fee	$10/per Day
3. Livestock Impounding Fee	$75
4. Livestock Boarding Fee	$10/per Day
5. Adoption Fee	$20/per Animal
6. Adoption Spay/Neuter Fee	$75
7. Immunization Fee	
A. Distemper, Parvo and Bordetella	$20
B. Rabies	$10
8. Quarantine Fee	$10/day
9. Microchip Fee	$15
10. Multi-Pet Permit	
A. Application Fee	$ 5
B. Permit Fee	$25/Annually
11. Kennel Permit	
A. Application Fee	$ 5
B. Permit Fee	$100/Annually
12. Dangerous Animal Registration Fee	$250/Annually

BRiCk

PERMIT/SERVICE	FEE
1. Definitions:	
A. Adult	Ages 16-61
B. Non-Resident	Any individual or family not living within the defined city limits of Burleson
C. Resident	Person who resides within the city limits of Burleson
D. Senior	Ages 62 and older
E. Youth	Ages 3-15 (children under 3 years of age are free)
2. General Policy for BRiCk:	
A. Children below 10 years of age must be accompanied by an adult at all times.	
B. Children 15 and younger must have an adult present in the facility at all times and must be directly supervised in the fitness area.	
C. Children 13 and older may attend a fitness orientation class to be allowed future access to the fitness area without direct adult supervision. A parent or gaurdian must still be present in the facility.	
3. Cancellations/Refunds/Transfers/Medical Policy:	
A. Rentals canceled 30 calendar days or more prior to event date	Receive 100% of the deposit

B. Rentals canceled 29-15 calendar days prior to event date	Receive 50% deposit
C. Rentals cancelled 14 calendar days or less prior to the event date	Forfeit all deposits
D. Rentals downgraded from 2 rooms to 1 room 30 calendar days or more prior to event date	Refunded 100% of deposit paid for the additional room
E. Rentals downgraded from 2 rooms to 1 room less than 30 calendar days prior to event date	Forfeit the portion of the deposit paid for the additional room. For pool party rooms, one-half of the deposit paid for both rooms will be forfeited.
F. Sports rental cancellations	May be subject to an administrative fee not to exceed $50.00

5A. Memberships Fees	**(Annual Contract/Monthly Draft/1 Month)**
Youth (3-15 yrs.)	$235/$25/$30
Adult	$330/$35/$40
Senior (62 & Up)	$280/$30/$35
Family	$505/$50/$65

5B. Non-Resident Rate	**(Annual Contract/Monthly Draft/1 Month)**
Youth (3-15 yrs.)	$315/$30/$40
Adult	$440/$45/$55
Senior (62 & Up)	$380/$40/$50
Family	$680/$70/$85

5C. Military/First Responder Rate	**(Annual Contract/Monthly Draft/1 Month)**
Youth (3-15 yrs.)	$185/$20/$25
Adult	$260/$25/$35
Senior (62 & Up)	$225/$23/$30
Family	$405/$40/$50

5D. Corporate/Educator Rate	**(Annual Contract/Monthly Draft/1 Month)**
Adult	$285/$30/$35
Senior (62 & Up)	$245/$25/$30
Family	$445/$45/$60

5E. Summer Punch Pass Rate	**(5 Day/10 Day)**
Youth (3-15 yrs.)	$20/$25
Adult	$25/$30
Senior (62 & Up)	$22/$27
Family	$35/$40

5F. Daily Guest Rate	**(1 Day/ Military, First Responder, Educator)**
Daily Pass 3 & Up	$8/$6
Family Day Pass (up to 4)	$20/$15
Groups of 15+	$6 each/$4 each

6. Fees in Addition to Membership

The following are available to members at an additional cost (not included in the membership fees) & subject to rules established by the Director of Parks and Recreation.

6A. Indoor Aquatics / Party Rooms	**(Deposit/Member or Resident/Non-Resident)**
Pool Party Room - Max 25 guests	$50/$50 per hour/$81 per hour

Pool Party Room - Max 50 guests	$50/$95 per hour/$142 per hour
Private party without slide - Max 485 guests	$50/$262.50 per hour/$287.50 per hour
Private party with slide - Max 485 guests	$50/$237.50 per hour/$262.50 per hour
Private party with sundeck - 50 max	$50/$70/$108
General Policies (not limited to the following)	
All rental rates are based on hourly rates with a minimum 2 hour rental.	
Rentals and private parties include the use of party room(s) and entire indoor aquatics area	
Private party fees include the cost of after-hours lifeguards	

6B. Meeting Room Rentals (All rental rates are based on hourly rates with a minimum 2 hour rental)	**(Deposit/Member or Resident/Non-Resident)**
1,400 square feet	$50/$45 per hour/$61 per hour
2,800 square feet	$50/$80 per hour/$108 per hour
Damage Deposit	Will be refundable provided the usage contract terms are met. Refund is subject to any remaining balance due on household.
After Hours Fee	$15/hr per customer service attendant in addition to rental fees listed above

6C. Gymnasium Rentals	**(Deposit/Member or Resident/Non-Resident)**
Half Court	$50/$25 per hour/$46 per hour
Full Court	$50/$35 per hour/$61 per hour
Two Full Courts	$50/$65 per hour/$108 per hour
Damage Deposit	Will be refundable provided the usage contract terms are met. Refund is subject to any remaining balance due on household
After Hours Fee	**$30/hr in addition to rental fees listed above**

6D. Group Fitness	**(Deposit/Member or Resident/Non-Resident)**
Group Exercise Room Rental - Max 25 guests	$50/$25 per hour/$35 per hour
Damage Deposit	Will be refundable provided the usage contract terms are met. Refund is subject to any remaining balance due on household.
After Hours Fee	***$30/hr in addition to rental fees listed above***

6E. Kids Zone:	
All Family memberships excluding Daily Guests	No additional cost
Daily Guests	$2 per hour/per child
General Policies (not limited to the following):	
Ages 6 months through 12 years of age	
Parents/guardians must be on premises	
Maximum 2 hours	
Late fees will be charged for failure to pick up on time	

6F. Outdoor Swimming Pool (All rentals are based on hourly rates with a minimum of two hour rental):	**(Deposit/Member or Resident/Non-Resident)**
Daily Passes - Youth (Age 3-15)	$0/$3/$3
Daily Passes - Adult (Age 16-61)	$0/$4/$4

6G. Outdoor Pool Rental/Private Parties:	**(Deposit/Member or Resident/Non-Resident)**

0-49 attendees/ guests	$75/$65 per hour/$75 per hour
50-149 attendees/ guests	$75/$75 per hour/$85 per hour
6H. Splash Pad Private Rental	**(Deposit/Member or Resident/Non-Resident)**
Max Guest: 150 Private Rental	***$50/$60 per hour/$70 per hour***
6I. Party Packages (2 hours)	**(Deposit/Fee)**
Basic - 1 Activity (24 participants)	$50/$225
Additional Activity (Pool or Gym/Boulder)	$0/$30
Additional Guests	$5 each
6J. Splash Pad Pavilion Rental	**(Deposit/Member or Resident/Non-Resident)**
Cost per pavilion, 2 available Max guests: 20 per pavilion ***Rentals of the splash pad pavilion will only be allowed during certain hours**	$50/$30 per hour/$40 per hour

General Policies (not limited to the following):

Private party fees inclue the cost of afterhours lifeguards

The Damage Deposit will be refundable provided the usage contract terms are met

Refund is subject to any remaining balance due on household

Building Permits and Inspection

PERMIT/SERVICE	FEE
1. Fees for new structural occupancy *(Single family dwelling, duplex, townhouse)*	$0.60/ft. all area under one roof
2. Fees for new Commercial (Except apartment and shell buildings)	
A. 500 SQ. FT. OR LESS	$450
B. 501 - 1,000	$850
C. 1,001 - 2,500	$2,132
D. 2,501 - 8,500	$65 + $0.665/Sf
E. 8,501 - 50,000	$5,000 + $0.30/Sf
F. 50,001 - 100,000	$12,285 + $0.125/Sf
G. 100,001-500,000 SQ. FT.	$17,485 + $0.083/Sf
H. 500,001 or more SQ. FT.	$43,485 + $0.042/Sf
3. Fees for Shell Buildings	
A. Completion of Structure	1/2 the rates in "2" Above
B. Interior completion	1/2 the rates in "2" Above
4. Fees for new Apartment Only	
A. 50,000 or less SQ. FT.	$.32/sq. ft
B. 50,001 - 100,000	$4,000 + .24/sq.ft.
C. 100,001 - 200,000	$12,000 + .16/sq.ft.
D. 201,000 or more SQ. FT.	$20,000 + .12/sq.ft.
5a. Commercial single trade permits	
A. $2,500 or less	$50
B. $2,501 - $10,000	$70
C. $10,001 and over $2,500 increments	$75 Plus $10/per Increment
5b. Residential single trade permits	$65/each

6a. Residential Addition - addition to an existing residential structure	$0.50/Sq Ft
6b. Residential Remodel - alterations, repairs & remodeling to an existing residential structure	$0.25 /Sq Ft
7. Commercial Remodel / Addition - alterations, repairs, additions & remodeling to existing commercial structure. (Based on valuation)	
A. <$500	$70
B. $500 - $2500	$75
C. $2500 - $5000	$80
D. $5000 - $7500	$85
E. $7500 - $10,000	$90
F. More than $10,000	$90 + $10/$2500 increments over $10,000
8. New Construction for garages, barns & storage buildings over 200 Sq Ft	
A. <$500	$70
B. $500 - $2500	$75
C. $2500 - $5000	$80
D. $5000 - $7500	$85
E. $7500 - $10,000	$90
F. More than $10,000	$90 + $10/$2500 increments over $10,000
9. Certificate of Occupancy (Commercial remodel, new tenant, & tenant finish out)	
A. 1-500 SQ. FT.	$50
B. 501 - 2,500 SQ. FT.	$60
C. 2,501 - 5,000 SQ. FT.	$80
D. 5,000 - 10,000 SQ. FT.	$100
E. 10,000 or more	$150
F. Clean & show (Commercial Electric Release)	$50
G. Temporary Certificate of Occupancy	$300/30 days not to exceed 90 days
10. Reinspection Fees	
A. Reinspection Fee - 2nd red tag for same item	$75
B. Reinspection Fee - 3rd red tag for same item	$150
11. Miscellaneous Permits	
A. Swimming Pool	
1. In-Ground	$200
2. Above Ground	$ 50
B. Other - Includes:	
1. Storage Buildings (Less than 200 sq. ft.)	$25
2. Moving Permit	$25
3. Carport/Awning	$25
4. Fence (New & Replace)	$25
5. Retaining Wall	$25
6. Window Replacement	$25
7. Foundation (New)	$75
8. Demolition Permits	$25 for residential / $100 for commercial
9. Patio Cover	$50
10. Freestanding Structure (i.e. Pergola, Gazebo, Arbor)	$50
11. Subdivision Entry Wall Screen	$150
C. Lawn Sprinkler	$100
D. Signs	

1. Freestanding Sign	$100 (Pole / Pylon / Monument / Flag Sign)
2. Wall Sign without CMS	$50 (Awning / Canopy / Channel Letters / Marquee / Mural/Poster / Projection / Roof Sign / Sign Cabinet)
3. Wall Sign with CMS	$100 (Awning / Canopy / Channel Letters / Marquee / Mural/Poster / Projection / Roof Sign / Sign Cabinet)
4. CMS added to existing Wall or Freestanding Sign	$100
5. Shopping Center Sign Plan	$250
6. Temporary Signs	$25 (Banners / Homebuilder / Residential Subdivision Development)
7. Sign Variance	$250
8. Billboard Conversion	$200 (Static type to Electronic)
E. Subdivision Entry Wall Screen	$150
12. After Hours Inspection	$60 per hour (2 hour minimum)
13. Plan Review	
A. Commerical Plan Review (New Only)	40% of Building Permit Fee - $250 minimum & a $7,000 maximim (non-refundable)
B. Commerical Remodel/Addition	40% of Building Permit Fee (non-refundable)
C. Residential Plan Review (New)	$75/each
D. Residential Plan Review (Remodel/Addition)	$30
14. Building Codes & Standards Board	$150
15. Electrician's License	
A. Master	
1. First Annual	$0
2. Renewal	$0
B. Journeyman	
1. First Annual	$0
2. Renewal	$0
C. Sub-Contractor Base Permit Fee / Validation Fee	Residential $65/Commercial $75
16. Mechanical License	
A. Mechanical	
1. First Annual	$100
2. Renewal	$50
B. Sub-Contractor Base Permit Fee / Validation Fee	Residential $65/Commercial $75
17. Plumbing Contractor's Registration	
A. First Annual	$0
B. Renewal	$0
C. Sub-Contractor Base Permit Fee / Validation Fee	Residential $65/Commercial $75
18. Temporary Use	
A. Special Events	$50
B. Seasonal Use	$50
C. Temporary Outdoor Sales	$50
D. Stationary Food Vendors	$50
E. Carnival & Circus	$50
19. Administrative fee ***(Applied when changes are made to previously reviewed and/or permitted projects for residential or commercial -- i.e. revised site plan, floor plan, etc.)***	$25
A. First Revision	$75
B. Second Revision	$150
C. Each Additional Revision	$200/each

20. Modular buildings/construction trailers *(Utilities require separate permit - see #5 - one trade only permits)*	$50
21. Commercial Canopy/Cover	1/4 cost of Commercial
A. 500 sq. ft. or less	$120
B. 501-1,000	$210
C. 1,001-2,500	$410
D. 2,501-8500	$12.50 + .16/sq. ft.
E. 8,501-50,000	$862.50 + .06/sq. ft.
F. 50,001-100,000	$2,362.50 + .03/sq. ft.
G. 100,001-500,000	$3,362.50 + .02/sq. ft.
H. 500,001 or more sq. ft.	$8,362.50 + .01/sq. ft.

City Manager's Office

PERMIT/SERVICE	FEE
1. Solid Waste Collection Service application fee	$75.00
2. Limousine Service Permit	$25/Year
3. Annual License to operate any manufactured home park, mobile home park or travel trailer park within the City	$25.00 plus $1.00 per space for all spaces in excess of 25
4. Transfer fee for transfer of annual license to operate any manufactured home park, mobile home park or travel trailer park within the City	$25

City Secretary's Office

PERMIT/SERVICE	FEE
1. Amusement Center License	Occupation Tax $7.50/ per machine annually
2. Pool Hall License	Occupation Tax $7.50/ per machine annually
3. Taxicab Franchise	2% of Annual Gross Receipts
4. Taxicab Application Fee	$50
5. Skating Rink Application	$100 Annual License
6. Beer and Wine Permit	One half of fee assessed by TABC for each State permit issued
7. Mixed Beverage Permit-After 3rd yr of operations	One half of fee assessed by TABC for each State permit issued

Code Enforcement

PERMIT/SERVICE	FEE
1. Administrative Cost to File Liens for Cost of Mowing and Nuisance Abatement	$120
2. Weed mowing and nuisance abatement notification fee	$50

Economic Development/TIF

PERMIT/SERVICE	FEE
Mayor Vera Calvin Plaza in Old Town:	
1. Plaza reservation: half-day (up to 6 hours)	$2,500 + $1,500 refundable deposit
2. Plaza reservation: full day (in excess of 6 hours)	$5,000 + $2,500 refundable deposit

Engineering

PERMIT/SERVICE	FEE
1. Developers Contract Fee	4% Of Value of Contract
2. Closing Abandoning of	
A. Right-of-Way	$550
B. Easement	$250
3. Sign Installation	$250 per sign
4. Plan Review	
A. Initial Submittal	$750
B. Every Additional Review	$250
5. Easement/Right of Way Use Agreement	$125
6. Traffic Study Fee	$1,250
7. Flood Study Reviews	$1 per foot of reach length / $2,000 minimum
8. Overtime Inspection Fee	$55 per hour

Environmental Health

PERMIT/SERVICE	FEE
1. Food Safety Inspection Fees	
A. Grocery	
1. ≤ 5,000 sq. ft.	$275
2. > 5,000 sq. ft.	$400
B. Food Service	
1. ≤ 500 sq. ft.	$150
2. > 500 ≤ 1,500 sq. ft.	$200
3. > 1,500 ≤ 3,000 sq. ft.	$275
4. > 3,000 ≤ 6,000 sq. ft.	$350
5. > 6,000 sq. ft.	$400
C. Child Care Food Service	$150
D. Catering Operation	$250
E. Temporary Food Service	$50
F. Food Court	$200 per establishment
G. Adjunct Operation	
1. Food Service	$150 per independent operation
2. Food Store ≤ 5,000 sq. ft.	$150 per independent operation
3. Food Store > 5,000 sq. ft.	$200 per independent operation
H. Commissary	
1. No food prep	$100
2. With food prep	$200
I. Mobile Units	
1. Prepackaged food only	$100
2. Open and/or food prep	$200
3. Push Carts	$200
J. Plan Review	
1. ≤ 500 sq. ft.	$0
2. >500 ≤ 3,000 sq. ft.	$50
3. >3,000 sq. ft.	$100
K. Late Fee	The late fee increases 10% for each 30 day block until permit fee and late fee is paid. Permits that are more than 90 days overdue will be required to be rapplied for.

1. From 1-30 days	10% of fee owed
2. From 31-60 days	20% of fee owed
2. On-site sewage facility fees	DETERMINED BY TARRANT COUNTY
A. New System	
1. Application Fee	$ 0
2. Water research fee	$10
3. Permit Fee	$250
4. Total for new system	$260
B. Reinspection of system	$75
C. Repair of system previously permitted	$100
3. Beer and Wine Permit	One half the state fee assessed for each State permit issued
4. Mixed Beverage Permit- After third year of operations	One half the state fee assessed for each State permit issued
5. Municipal Settings Designation	
A. Application Fee	$2,000
B. Third-party environmental review fee	$5,000
6. Miscellaneous Permits	
A. Swimming Pool, Spa & Interactive Water Feature	
1. Plan Review and Opening Inspection	$150
2. Annual Permit	$250
3. Required Reinspection	$75
7. Food Truck Operational Site permit	$50 for Six Months
8. Seasonal Permit (Farmers Market and Snow Cone Stand)	$100
9. Food Handler Class Fee	$15

Fire Department

PERMIT/SERVICE	FEE
1. Hazardous Materials Response	Cost + 10%
2. CPR Training Class	Overtime for Instructor
3. Fire Fighter Training Courses	
A. Fire Officer 1	$250.00 per student
B. Fire Officer 2	$250.00 per student
C. Instructor Certification	$150.00 per student
D. Driver/Operator	$150.00 per student

Finance

PERMIT/SERVICE	FEE
1. Data Processing Services Request	$25/hr or $.42/Min
2. Return Check Fee	$ 35 each

Fire Prevention

PERMIT/SERVICE	FEE
1. Fire Alarm System	
A. 1 to 10 Devices	$125
B. 11 to 25 Devices	$150
C. 26 to 50 Devices	$175
D. 51 to 100 Devices	$225
E. 101 to 200 Devices	$300

F. 201 to 500 Devices	$450
G. Over 500 Devices	$450 plus $75 for each additional; 100 devices or fraction thereof in excess of 25.
H. Plan review fee for all fire alarm systems	25% of permit fee
2. Automatic Sprinkler System Fees	
A. Underground Installation	$165
B. 1 to 20 Sprinklers	$125
C. 21 to 100 Sprinklers	$200
D. 101 to 150 Sprinklers	$250
E. 151 to 200 Sprinklers	$300
F. Over 200 Sprinklers	$300 plus $75 for each additional 100 sprinklers or fraction thereof
G. Fire Pump - Additional	$300
H. Residential Systems	$150
I. Plan review fee for all automatic sprinkler systems	25% of permit fee
3. Other Extinguishing System	$150
4. Underground Storage Tanks Installation/Removal, Combustible/Flammable Liquid	$125 per tank
5. Pyrotechnic Display	$150 per display per day
6. LPG Installation - portable containers of greater than 125 gallons water capacity at properties where natural gas service is not available	$125 per container
7. Above Ground Storage Tanks Installation/Removal, Combustible/Flammable Liquid	$125 per tank
8. Authorized Burning Permit	$250 per trench/pit, plus $25 each burn day
9. Carnival/Circus Permit	$50
10. Foster Home Inspections	$35
11. Daycare/Health Facilities Licensing Inspections	$75
12. Other Permits required by Fire Code	$50
13. Re-inspections Fees	$45
14. Registration of firms selling and/or servicing hand fire extinguishers, "Vent-a-Hood" fire extinguisher systems, and fire sprinklers within the City	$50 annually
15. Installation of Special Locking Systems	$250
16. Gate Installation Permit (Required for gates across private streets or electric gates across fire lanes.	$50
17. Standpipe Systems	$50 each standpipe
18. Tent Permit	$100
19. Public Event Permit Fee	$250
20. Gas Well Fees	
A. Oil and Gas Well Permit	$5,000 per wellhead
B. Road Damage Remediation Fee	Assessment per lane mile x Access lane miles per site x OCI (Overal Condition Indicator)
C. Gas Well Pad Site Annual Inspection Fee	$5,000 per pad site (due June 1 annually)

Golf Course

PERMIT/SERVICE	FEE
1. Green Fees (All Fees include 1/2 cart and applicable taxes)	
A. Monday through Friday	**(Cart Inclusive Rate/Green Fee)**
1. M-F: Open - Noon	$30/$21 - Senior & Active Military Rate
2. M-F: Noon - 3pm	$30/$21 - Senior & Active Military Rate
3. M-F: 3pm - Close	$20
4. Super Twilight @ 5pm	$15
5. Senior Card (55+)	$49.99 (year)
B. Saturday, Sunday, & Holidays Green Fees	
1. Sat & Sun (& Holidays): Open - Noon	$37
2. Sat & Sun (& Holidays): Noon - 3pm	$37
3. Sat & Sun (& Holidays): 3pm - Close	$21
4. Super Twilight @ 5PM	$15
C. Replay Green Fees	
1. 9 additional holes	$10
2. 18 additional holes	$15
3. Senior Card (55+)	$21
All Golf fees listed are maximum fees to be charged. Golf course management has authority to adjust fees and run seasonal specials as needed to maximize play. In the event of a question or conflict, the City Council shall provide the final resolution.	
2. Cart Fees	
9 holes	$8.00
18 holes	$15.00
3. Monthly Membership Fees: both include unlimited range balls, 10% discount in the pro-shop & $20 golf after 2pm.	
Silver	$29.99
Gold - Golf discounts prior to 2pm daily	$69.99

Library

PERMIT/SERVICE	FEE
1. Overdue Library Materials	No Charge
2. Overdue Interlibrary Loan Materials	No Charge
3. Replacement of Lost Materials	Cost or exact replacement
4. Damaged Library Materials	Cost or exact replacement
5. Black & White Copies/Printing	$.10/Page
6. Use computer / internet / wireless internet	No Charge
7. Color Copies / Printing	$.25/Page
8. Library Cards for Residents, Teachers and Students from schools within City Limits, TexShare Cardholders	No Charge
9. Non-Resident Fees Annually Renewable **In lieu of fee (patron can volunteer)	$25/ individual or $50/ family
10. Senior Non-Resident Fee (age 62 and over) Annually Renewable	$12.50/ individual
11. Meeting Room Fees/ Usage Fees	**Non-Cardholders / Businesses / Other For Profit Groups**
A. Small conference room	$25 minimum (1st 2 hours) + $10 each addl. Hour

B. Large conference room	$50 minimum (1st 2 hours) + $25 each addl. hour
12. Proctoring Fee	$20/exam
13. 3D Printing	$.10/gram - $1.00 minimum

Municipal Court

PERMIT/SERVICE	FEE
Return Check Fee	$ 35 per

Parks

PERMIT/SERVICE	FEE
City Ball Fields	
1. Unreserved	No Charge
2. Organized League Athletics	City Leagues, PeeWee Football, and BYA are allowed to use fields for organized game play
3. Ball Field Reservations	
A. Reservations/Field	$25 w/o lights
4. Tournament Fees	
A. Ballfield Rental Girls	$300 per field minimum of 5 fields
B. Ballfield Rental Boys	$400 per field per day minimum of 10 fields max of 15 fields
Park Facilities (Warren, Chisenhall and Mistletoe)	
1. Pavillion	
A. Full Shelter	$20/HR
2. Tennis Courts	
A. Tournament Reservations - Resident	$10/HR.
B. Tournament Reservations - Non-Resident	$15/HR.
Stage Rental Fees	(All fees are based on a 4 hour stage rental)
1. For Profit Organizations	$3,300
A. Extra Speakers	$450
B. Additional Hours	$500/hour
C. Deposit	$1,000
D. Mileage greater than 5 miles	$20/mile
2. Not For Profit Org (501c3 required)	$1,650
A. Extra Speakers	$450
B. Additional Hours	$250/hour
C. Deposit	$1,000
D. Mileage greater than 5 miles	$20/mile

All Recreation fees listed are maximum fees to be charged. Recreation management has authority to adjust fees and run seasonal specials as needed to In the event of a question or conflict, the City Council shall provide the final resolution to maximize play.

Park Land Dedication

Fee in lieu of land - **Single Family** (Charged with filing of the plat & only applicable if land is not dedicated)	$458
Park Development Fee - **Single Family** (charged with filing of the plat)	$818
Fee in lieu of land - **Multi-Family** (Charged with filing of the plat & only applicable if land is not dedicated)	$399
Park Development Fee - **Multi Family** (charged with filing of the plat)	$711

Police Department

PERMIT/SERVICE	FEE
1. Copy Services for Accident Reports or information or Copy of Certification of no report	$6.00/EA
2 Additional Fee for Certified Copies	2/EA
3. License for Sexually Oriented Businesses	
A. New license	$500
B. License renewal	$500
C. Non-conforming license	$500
D. Reinstatement fee	$500
E. Application for location exemption	$250
4. Alarm System Fees	
A. Residential Permit Fee	$50 prorated quarterly
B. Commercial Permit Fee	$100 prorated quarterly
C. Residential Permit Renewal	$50 annually
D. Commercial Permit Renewal	$100 annually
E. Residential Permit Reinstatement	$50
F. Commercial Permit Reinstatement	$100
G. False Alarm Response Fee	
1-3	$ 0
4-5	$ 50
6-7	$ 75
8-9	$100
10	$100 and Police response revoked
5. Solicitor Permits/Registration	
A. Local - 1 year	$75 + $10 Per Agent for More Than 5 Agents
B. Interstate Commerce Registration	
90 Days	$0
6 Months	$0
1 Year	$0
6. Wrecker Inspections	$25 Each
7. Application fee for taxicab driver registration	1/per
8. Taxicab Inspections	$25/Each
9. Fingerprinting for the Public	$10/per card
10. Criminal History Checks	$8/Each

Planning

PERMIT/SERVICE	FEE
1. Preliminary Plat	
A. Residential	$850 + $15/lot
B. Non-residential	$500 + $20 per acre
2. Final Plat	
A. Residential	$500 + $10/lot
B. Non-residential	$500 + $15 per acre
3. Plat Revision	
A. Re-plat	$500 + $10/lot
B. Amending Plat	$350
4. Plat Vacation/Short Form	$300
5. Minor Plat	$400
6. ETJ Plat Exemption Letters	$25
7. Zoning Change/Specific Use Permit	
A. Less than 3 acres	$700
B. 3.1 - 10 acres	$900
C. 11 -29 acres	$1,400
D. 30+ acres	$1,600 + $15/acre over 30 ($2800 max)
8. Planned Development/Permit	$1,000 + $20 per acre
9. Preprinted Zoning Ordinances	Free Online
10. Pre-Printed Subdivision Policies	Free Online
11. Comprehensive Plan	Free Online
12. Comprehensive Plan Summary	Free Online
13. Interpretation request for new or unlisted uses in zoning ordinance (City refunds $350 if no ordinance amendment is necessary)	$500
14. Legal Filing Fees	
A. First sheet - Small plat	$50
B. First sheet - Large plat	$80
C. Each addiltional sheet	$25
15. Shopping Center Sign Package Review Fee	$250
16. Commercial Site Plan (CSP) fee	$500
17. Commercial Site Plan Amendment	$250
18. Annexation/Disannexation Requests	$500
19. Renotification Fee (at applicant's request)	$125
20. Zoning Verification Letter fee	$25
21. Roadway Impact Fees	Refer to Current Impact Fee Ordinance for Fees
22. Variances and Waiver Requests:	
A. Zoning Ordinance	$250
B. Community Facility Policy	$200
C. Landscape Requirements	$250
D. Masonry Ordinance (new construction only)	$250
E. Subdivision Ordinance	$250
F. Old Town Design Standards (new construction only)	$250
G. Commercial Site Plan	$0
H. Fencing and Screening Ordinance	$250

G. Any other Development-related Ordinance	$250
23. Deployment of Wireless Network (small cell) Nodes in the Right of Way	Refer to the current Cell Nodes Ordinance for Fees
24. Emergency Warning System Cost (charged with filing of the plat)	$25/acre

Records Management

PERMIT/SERVICE	FEE
1. Paper Copies	
A. Standard-Size Paper Copy (Measures less than 8.5 X 14)	$ .10 per page
B. Non-Standard Size Paper Copy (Larger than 8.5 X 14)	$.50 per page
C. Specialty Paper	Actual Cost
2. Computer Diskette (CD/CDR)	$1.00 each
3. Digital Video Disc (DVD)	$3.00 each
4. Audio Cassette	$1.00 each
5. VHS Video Cassette	$2.50 each
6. Computer Magnetic Tape	Actual Cost
7. Data Cartridge	Actual Cost
8. Tape Cartridge	Actual Cost
9. Thumb Drive	Actual Cost
10. JAZ drive	Actual Cost
11. Other Electronic Media	Actual Cost
12. Miscellaneous Supplies	Actual Cost
13. Postage & Shipping	Actual Cost
14. Photographs	Actual Cost
15. Maps	Actual Cost
16. Other Costs	Actual Cost
17. Outsourced/Contracted Services (may not include development costs)	Actual Cost
18. Microfiche/Microform	
A. Paper Copy	$.10 per page
B. Film/Fiche Copy	actual cost
C. Document Retrieval/Remote	actual cost
19. Computer Resource	
A. PC or LAN	$1.00 per clock hour
B. Client/Server	$2.20 per clock min
C. Midsize	$1.50 per CPU min
D. Mainframe	$10.00 per CPU min
20. Labor Charges	
A. Programming Time	$28.50 per hour
B. Locating/Compiling/Reproducing	$15.00 per hour
C. Labor Charge - CANNOT be charged for 50 or fewer pages; Overhead charge can only be added if there is a charge for labor (>50 pgs)	20% of labor cost
21. FAX	
A. Local	N/A
B. Long Distance, Same Area Code	N/A
C. Long Distance, Different Area Code	N/A
22. General Information	

A. Down Payments *NO SALES TAX CAN BE CHARGED per AG	50% of estimated cost if the requestor is given an itemized statement
B. Credit Card Transaction fee	fees may be recovered
23. Body Worn Camera Recordings	
A. Responsive to Request / AND	$10.00 per recording
B. Audio or Video Footage	$1.00 per full min

Russell Farm

PERMIT/SERVICE	FEE
1. Building Rental	**All rental rates based on hourly rates w/ a minimum 4 hour rental**
A. Chesapeake Building - Operational hours	$50 per hour
B. Chesapeake Building - Non-operational hours	$71 per hour
C. Baker Building - Operational Hours - 500 Sq ft. - Max occupancy: 50	$38 per hour
D. Baker Building - Non-Operational Hours	$59 per hour
E. Hay Barn/Outdoor Pavilion - Operational Hours - 1,110 sq. ft. - Max occupancy: 100	$31 per hour
F. Hay Barn/Outdoor Pavilion - Non-Operational Hours	$53 per hour
2. Reservation and Refund Policies	
A. All reservations must be made at Russell Farm with the Facility Supervisor.	
B. All refund/refund fees are paid at the Burleson Recreation Center.	
C. All reservations must be paid in full 48 hours prior to rental.	
D. Rental Deposit Fee: $100.00 per building reserved.	
E. A deposit is required on facility rentals along with the completion of the Russell Farm Reservation contract. The deposit will be refunded if the area used has been left in good order and if all conditions of the Russell Farms rental/refund policies are met. Refund of damage deposit is subject to any remaining balance due on household.	
3. Rental Cancellation Refunds:	
A. Rentals cancelled 30 calendar days or more prior to booking will receive 100% of the deposit.	
B. Rentals cancelled 29 - 15 calendar days or more prior to booking will receive 50% of the deposit.	
C. Rentals cancelled 14 calendar days or less prior to booking will receive 50% of the deposit.	
D. User shall not collect fees at the Russell Farm unless approval has been granted in writing by an authorized representative of the City's Park and Recreation Department. All reservations where monies are collected are subject to approval by the Park and Recreation Department. The City of Burleson will receive 15% of total collections (admission, concession etc.) or $50.00 whichever is greater. This fee is in addition to all applicable reservation fees. Note: All Russell Farm Fees listed are the maximum fees to be charged. Park and Recreation Management have the authority to adjust fees and run seasonal specials. In the event of a conflict, the City Council shall provide the final resolution.	

Utility Billing

PERMIT/SERVICE	FEE
1. Security Deposits	
A. Minimum Residential	$135
B. Commercial	
1. Minimum for 3/4" Meter	$ 135
2. Minimum for 1 1/2" Meter	$ 160
3. Minimum for 2" Meter	$ 185
4. Minimum for 3" Meter	$ 210
5. Minimum for 4" Meter or Larger	$ 260
C. Security Deposit for Fire Hydrant Meters	$ 1,800
2. Penalty Amount for Late Bills	10% Excluding Tax
3. Returned Paymnet Fee	$35
4. Extension Fee	$5
5. Reconnect Fee	
A. Standard	$35
B. Reconnect Fee After 5:00 PM and on weekends and holidays	$50
6. Extra Trip Fee	$15
7. Meter Test Fee	
A. For 3/4" or 1" Meter	$30
B. For 1 1/2" Meter and Larger	$125
8. Temporary Service Fee (2 day limit and 2,000 gallons)	$30
9. Transfer Fee	$15
10. Construction Meter Non-Read Fee	$100
11. After Hours Turn-on Fee	$50
12. Initiation Fee (in addition to deposit)	$10
13. Tampering Fee	
A. First Occurrence	$50
B. Second Occurrence	$100
C. Third Occurrence	$150
14. Pull Meter Fee	$30
15. Datalog Fee	$30

Water/Wastewater

PERMIT/SERVICE	FEE	ADDITIONAL INFORMATION/REQUIREMENTS
1. Tap Fees		
A. 5.8" Meter Set	$295.59	
B. 5/8" Meter, dig out, U Branch	$415.80	
C. 5/8" Tap, Meter and Box in easement	$1,379.88	Pavement work : Get quote from Public Works
D. 1" Meter Set	$385.54	
E. 1" Water Tap, Meter and Box in easement	$1,458.53	
F. 1 1/2" Meter Set	$578.75	
G. 1 1/2" Tap, Meter and Box	$2,204.33	Positive displacement meter in easement, pavement work: Get quote from Public Works
H. 1 1/2" Tap, Meter and Box	$2,601.35	Turbine meter in easement, pavement work: Get quote from Public Works
I. 1 1/2" Meter (positive disp.)	$578.75	
J. 1 1/2" Meter (turbine)	$835.77	
K. 2" Meter (positive disp.)	$749.10	
L. 2" Meter (turbine)	$850.32	
M. 2" Meter (compound)	$1,711.32	
N. 2" Tap, Meter and Box	$2,314.90	Positive displacement meter in easement, pavement work: Get quote from Public Works
O. 2" Tap, Meter and Box	$2,416.12	Tturbine meter in easement, pavement work: Get quote from Public Works
P. 2" Tap, Meter and Box	$3,277.12	Compound meter in easement, pavement work: Get quote from Public Works
Q. 3" Tap, Meter and Box		TBD by Utilities Supervisor
R. 4" Tap, Meter and Box		TBD by Utilities Supervisor
S. 4" Sewer Tap in Pavement	$866	
T. 4" Sewer Tap in Easement	$985.41	
U. Relocate 5/8" Meter	$201	12 ft. or less in easement, pavement work: Get quote from Public Works
V. Relocate 5/8" Meter (more than 12 ft.)	Get quote from Public Works	Get quote from Public Works
W. Relocate 1" Meter	$215	12 ft. or less in easement, pavement work:Get quote from Public Works
X. Relocate 1" Meter (more than 12 ft.)		Get quote from Public Works
Y. Pull Meter	$10	
Z. Double Meter Box	$30.50	
AA. 2" and 1 1/2" Meter Box	$217	
AB. 2" + Meter Box	$117	
AC. Pavement Cut / Replacement		TBD by Utilities Supervisor
AD. Automatic Flush Valve	$1,000	
AE. Water and Wastewater Impact Fees (Burleson charges both City of Burleson and City of Fort Worth Impact Fees)		Refer to Current Impact Fee Ordinance for Fees

CITY OF BURLESON
NOTICE OF PUBLIC HEARING NOTICE

NOTICE IS HEREBY GIVEN TO ALL INTERESTED PERSONS, THAT:

The City Council of the City of Burleson, Texas will convene a public hearing to hear comments from the public regarding the proposed Annual Budget for Fiscal Year 2022-2023 on Tuesday, September 6, 2022, at 5:30 p.m. at City Hall, 141 W. Renfro St, Burleson, Texas.

This budget will raise more revenue from property taxes than last year's budget by an amount of $1,749,741, which is a 7.78 percent increase, and of that amount $944,179 is tax revenue to be raised from new property added to the tax roll this year.

A copy of the proposed Annual Budget is on file with the City Secretary for public review and inspection. The City Secretary's office is located at City Hall, 141 W. Renfro St, Burleson, Texas, and is open from 8:00 am to 5:00 pm Monday through Friday. A copy of the proposed Annual Budget is also available on the City of Burleson's website (www.burlesontx.com).

City Council Regular Meeting

DEPARTMENT: **City Manager's Office**

FROM: **Martin Avila, Finance Director**

MEETING: **September 6, 2022**

SUBJECT:

Hold a public hearing on a proposal to adopt a Tax Year 2022 ad valorem property tax rate of $0.6572 per $100 valuation. The proposed tax rate exceeds the no-new-revenue tax rate. *(Staff Presenter: Martin Avila, Finance Director)*

SUMMARY:

Hold public hearing on the proposal to adopt a tax year 2022 ad valorem property tax rate of $0.6572 per $100 valuation.

NOTICE OF PUBLIC HEARING ON TAX INCREASE

A tax rate of $0.6572 per $100 valuation has been proposed by the governing body of City of Burleson.

Proposed Tax Rate	$0.6572 per $100
No-New-Revenue Tax Rate	$0.6218 per $100
Voters-Approval Tax Rate	$0.6971 per $100

The no-new-revenue tax rate is the tax rate for the 2022 tax year that will raise the same amount of property tax revenue for the City of Burleson from the same properties in both the 2021 tax year and the 2022 tax year.

The voter-approval tax rate is the highest tax rate that City of Burleson may adopt without holding an election to seek voter approval of the rate.

The proposed tax rate is greater than the no-new-revenue tax rate. This means that City of Burleson is proposing to increase property taxes for the 2022 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON

September 06, 2022 at 5:30 pm at City Hall, 141 W. Renfro, Burleson, Texas 76028.

OPTIONS:

NA

RECOMMENDATION:

NA

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

August 4, 2022 Special Session:

- Council approved minute order setting date and time of the public hearing on the tax rate and budget for FY 2022-2023 for September 6, 2022.
- Council approved a resolution proposing a tax rate $0.6572 per $100 value. The proposed rate is subject to final approval by the City Council.

FISCAL IMPACT:

NA

STAFF CONTACT:

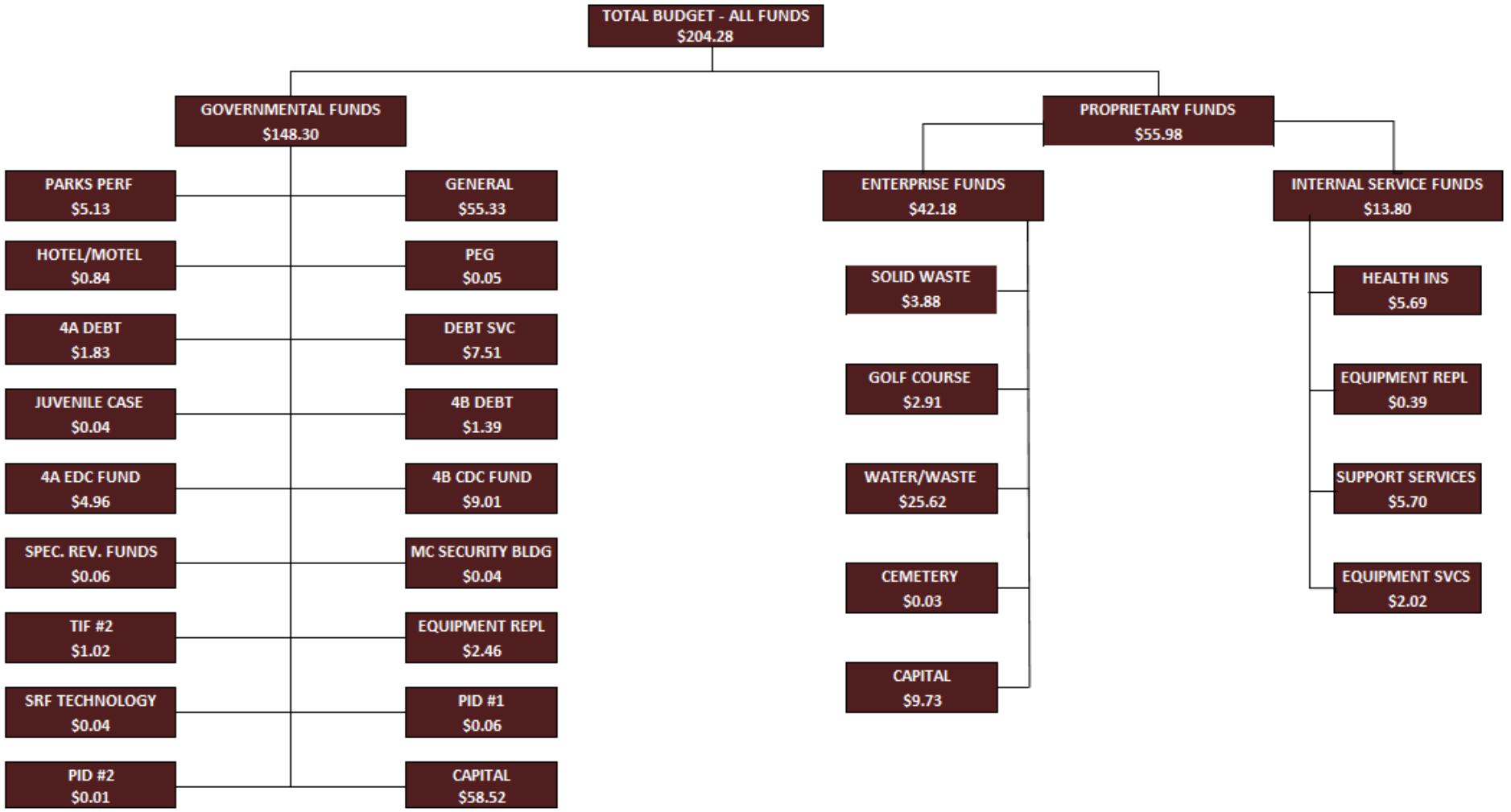
Martin, Avila
Finance Director
mavila@burlesontx.com
817-426-9651

THE CITY OF BURLESON TEXAS

Proposed Budget FY2022
Tax Rate and Related Ordinances

PRESENTED TO THE CITY COUNCIL ON SEPTEMBER 6, 2022

Overall Budget (in Millions)



Assumptions for General Fund

Assessed Value Increases

- FY 2024: Assumes 3% increase of existing properties and $125 million for new construction.
- FY 2025-27: Assumes 3% growth of existing properties and 2% growth for new construction.
- FY 2024-27: Assumes an additional 1% homestead exemption each year.

Debt Service Tax Rate: Increase of $0.0038 compared to FY 2021-22

+

General Fund Tax Rate: Decrease of $0.0325 compared to FY 2021-22

=

Total Tax Rate: Decrease of $0.0287 compared to FY 2021-22

Sales Tax

FY 2022: Assumes 12%	FY 2023: Assumes 3% increase	FY 2024-2027: Assumes 3% increase

Tax Rate History

Fiscal Year	General Fund Rate	Debt Rate	Total Rate
FY 2022-23 Proposed	**$0.4649**	**$0.1923**	**$0.6572**
FY 2021-22	$0.4974	$0.1885	$0.6859
FY 2020-21	$0.5187	$0.1924	$0.7111
FY 2019-20	$0.5106	$0.2094	$0.7200
FY 2018-19	$0.5228	$0.2122	$0.7350
FY 2017-18	$0.5228	$0.2122	$0.7350
FY 2016-17	$0.5228	$0.2122	$0.7350
FY 2015-16	$0.5278	$0.2122	$0.7400
FY 2014-15	$0.5278	$0.2122	$0.7400
FY 2013-14	$0.5278	$0.1622	$0.6900

$0.0778 cents decrease

Lowest tax rate since FY 2007-2008 total tax rate - $0.6618 (15 years ago)

Homestead Exemption



- 1% homestead exemption was approved as part of the FY 2022 budget process and is effective in FY 2023
- 2% homestead exemption will be proposed during the FY 2023 budget process and will be effective for FY 2024.
- Minimum homestead exemption (primary residence) - $5,000

For a home valued at $253,812

- FY 2024: 2%, savings of $32.86
- FY 2025: 3%, savings of $50.04
- FY 2026: 4%, savings of $66.72
- FY 2027: 5%, savings of $83.40

Summary of Assumptions

	FY 23	FY 24	FY 25	FY 26	FY 27
Existing Appraised Value Growth	3%	3%	3%	3%	3%
New Construction	$147M	$125M	$127.5M	$130M	$132.6M
Sales Tax Growth	3%	3%	3%	3%	3%
Compensation *	3.5%	3.5%	3.5%	3.5%	3.5%
Tax Rate	$0.6572	$0.6572	$0.6572	$0.6572	$0.6572
Cash Funding – Capital Projects	$2.5M	$2.5M	$1.0M	$1.0M	$1.0M
Future Bond Sales	$9.6M	$25.9M	$19.5M	$14.0M	$17.5M

*Plus eligible step increases for Police/Fire
FY 23 Compensation effective 10/1/2022

$8 million cash funding capital projects estimated over the next 5 years

Total Outstanding Bond Debt

Supporting Debt	Outstanding Principal 9/30/2021	Percent	Outstanding Principal 9/30/2022	Percent	Increase (Decrease) Principal
Tax Supported Debt*	$59,462,361	41%	$56,412,368	39%	($3,049,991)
Water & Sewer	$54,360,000	38%	$55,780,000	38%	$1,420,000
4A	$11,947,068	9%	$10,374,490	7%	($1,572,580)
4B	$10,085,000	7%	$13,035,000	9%	$2,950,000
TIF	$5,120,000	4%	$8,040,000	6%	$2,920,000
Golf	$1,385,571	1%	$1,063,142	1%	($322,429)
Total Outstanding Debt*	**$142,360,000**	100%	**$144,705,000**	100%	**$2,345,000**

*All bond debt must be used for costs associated with capital projects and cannot be used for day to-day operations.

Includes $14,385,000 estimated 2022 GO and CO bond issue offset with $12,040,000 reduction of existing debt for a net change of $2,345,000.

Water/Wastewater

Key issues in the development of the budget:

Enhance Future Capacity	Capital Improvement Program	Rates

• Completion of sewer project from City of Fort Worth to enhance future capacity for development
• $14,688,442 – Source of funding- bond issue in FY 2022 and available funds
	• $6 million bond issue proposed in FY 2022
	• 5 year Capital Improvement Plan 2023-2027:
	  • Water - $42.5 million
	  • Sewer - $34.7 million
		• No sewer rate increase proposed for FY 2022-2023
		• No water rate proposed for FY 2022-2023
		• No rate increase proposed until FY 2025

Solid Waste Fund Assumptions

Revenues
No projected fee increase for FY 23 Project a 5% fee increase in FY 24-27 ($2.31 increase on residential account)
2% - 2.25% increase in growth for FY 2023-2024

Expenditures	
Collection contract	Average cost $2.6 million
Recycling program	Average cost $475,000
Current contract expires in FY 2024	

Total Expenditure Budget by Fund
(in millions)

Fund	FY 21-22	Proposed FY22-23	Variance
General Fund	$50.3	$55.3	$5.0
Debt Service	$7.2	$7.5	$0.3
Water & Wastewater Fund	$24.5	$25.6	$1.1
Solid Waste Fund	$3.7	$3.9	$0.2
Hidden Creek Golf Course Fund	$2.9	$2.9	$0.0
Parks Performance Fund	$4.8	$5.1	$0.3
4A Sales Tax SRF	$9.6	$5.0	($4.6)
4B Sales Tax SRF	$6.4	$9.0	$2.6
Capital Projects	$23.7	$21.7	($2.0)
Other Funds	$34.0	$68.3	$34.3
Total	**$167.1**	**$204.3**	**$37.2**

September 6, 2022 Council Meeting

- Public Hearing on FY2022-23 budget and property tax rate- Agenda item #
- Approval of ordinances (First reading) – Agenda item #
  - FY2022-23 budget- October 1, 2022 – September 30, 2023
  - Levying the property tax for the tax year 2022 taxable values and adopting the property tax rate of $0.6572 per $100 value
  - Approving Tax year 2022 tax roll
  - Approving the FY 2022-23 schedule of fees
  - Establishing the FY2022-23 rates for water and wastewater service (no increase)
  - Establishing the FY2022-23 rates for solid waste service (no increase)
  - Approving a 2% residential homestead exemption for Tax Year 2023 to be effective October 1, 2023 for FY2023-24

Next Steps

September 12 – Special City Council meeting. Final reading of the ordinances to approve the budget, tax rate and related ordinances.

QUESTIONS/COMMENTS

THE CITY OF

BURLESON

TEXAS

BUDGET WORK SESSION

with City Council

FY 22-23



City of Burleson
Fiscal Year 2022-2023
Budget Cover Page

This budget will raise more revenue from property taxes than last year's budget by an amount of $1,749,741, which is a 7.78 percent increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is $944,179.

The members of the governing body voted on the budget as follows:

FOR:

AGAINST:

PRESENT and not voting:

ABSENT:

Property Tax Rate Comparison

	2022-2023	2021-2022
Property Tax Rate:	$0.6572/100	$0.6859/100
No-New-Revenue Tax Rate:	$0.6218/100	$0.6859/100
No-New-Revenue Maintenance & Operations Tax Rate:	$0.4550/100	$0.4959/100
Voter-Approval Tax Rate:	$0.6971/100	$0.7198/100
Debt Rate:	$0.1923/100	$0.1885/100

Total debt obligation for City of Burleson secured by property taxes: $56,412,368

GOVERNMENT FINANCE OFFICERS ASSOCIATION

Distinguished Budget Presentation Award

PRESENTED TO

City of Burleson
Texas

For the Fiscal Year Beginning

October 01, 2021

Christopher P. Morrill

Executive Director

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THE CITY OF

BURLESON

TEXAS

THE CITY OF BURLESON TEXAS

City Manager's Budget Message

July 29, 2022

To the Honorable Mayor and Members of the City Council:

The proposed budget has been developed over the last several months with the input of the city council and community. It is designed to meet the challenges faced by the organization and accomplish the goals outlined in the City of Burleson's Strategic Plan.

The Fiscal Year (FY) 2022/23 Proposed Budget has also been developed in the context of a five-year financial plan. This approach aims to ensure that decisions made today are financially sustainable in the future. To that end, the budget has been developed to match recurring revenues and recurring expenses in FY 2022/23.

This memo provides detailed information on the budget focus areas, proposed new positions and other service enhancements. Below are some of the biggest takeaways from this year's proposed budget.

Takeaways

1. **Lower tax rate**
   For the fourth straight year, the property tax rate is being reduced. The proposed tax rate of $0.6572 is $0.0287 lower than last year's rate of $0.6859. Since 2019, the rate has been reduced by almost eight (8) cents, from $0.7350 (2019) to $0.6572 (2023).

2. **Homestead exemption**
   Last year's budget included a one percent (1%) homestead exemption for the first time in the city's history. The proposed budget this year includes a two percent (2%) homestead exemption in FY 2023, which will be increased one percent (1%) each year thereafter to continue to offer our resident's a way to decrease their property tax bill.

3. **Street and Traffic Improvements**
   The Capital Improvement Program (CIP) proposes $6.2 million in street and traffic improvements over the coming year and $35 million for the construction of Lakewood/Chisholm Summit infrastructure. In the five-year CIP, the budget includes over $87.6 million in funds for street, traffic and sidewalk improvements.

4. **Public Safety Enhancements**
   The budget recommends the addition of two (2) new police lieutenants, three (3) school resource officers, one (1) property and evidence technician, one (1) records clerk, three (3) dispatch communication personnel and six (6) new fire personnel. Since 2019, we have increased public safety staff by 41 positions.

5. **Utilities**
   No rate increases are proposed for this fiscal year.

Budget Focus Areas

Strategic Plan

The city's Strategic Plan guides the organization for the next 12-24 months and is organized according to the following Strategic Focus Areas (SFAs):

- High Performing City Organization
- Dynamic and Preferred City
- Beautiful, Safe and Vibrant Community
- Great Place to Live

The city council determined the Strategic Focus Areas during a planning retreat in 2021, and they have been incorporated into the proposed budget for FY 2022/23. The city council will be asked to formally approve the updated Strategic Plan along with the budget in September.

Public Input

Over the past year, the city of Burleson has conducted numerous surveys, online forums and other outreach efforts. Earlier this year, the city completed a city-wide survey to gauge existing satisfaction in a number of service areas. Additionally, the city created a standalone budget transparency web page, and a survey was used to gauge citizen interest in various program areas. This survey, and the feedback received throughout the year, have formed the basis of many of the recommendations in the FY 2022/23 Proposed Budget.

Cost Containment and Organizational Efficiency

To effectively achieve the strategic items outlined above, the proposed budget incorporates a number of **cost containment** initiatives. The below programs have been implemented over the past year to contain costs.

- **Lean Government** Staff has created a Lean Government program that engages employees across the organization to identify areas for process improvement using an approach to define, measure, analyze, improve and control processes. The initiatives are designed to provide cost savings, increase revenues and strengthen city productivity.
- **Equipment Replacement Funding Optimization** The analysis of the Equipment Replacement Funds resulted in a $3 million return to the General Fund and a $1 million transfer from the proprietary equipment replacement fund to the Water Fund. This was accomplished while achieving optimal fund balance for future replacement of all required equipment.
- **Employee Benefits** Staff reviewed the city's contracts for healthcare administration and initiated new agreements, which reduced costs by $250,000.
- **Finance** Through the development of new investment policies, the city's investment functions have improved, and interest earnings have increased by more than $100,000 annually.
- **Salary Savings** City administration has saved an estimated $850,000 in salary savings by managing vacant positions. The administration also saved an estimated $200,000 in fire department overtime by implementing an enhanced overtime policy.
- **American Rescue Plan (ARPA) Funds** The second installment of Burleson ARPA funding was designated for use during the FY 2022/23 budget cycle, with $1.7 million used for public safety, fire, emergency medical services, police, dispatch and communications. Over the eligibility period, ARPA funds will offset approximately $11.9 million in costs that the General Fund would have otherwise paid.

Organizational efficiency has been enhanced in various area. Some of the more notable enhancements that occurred in the past year or began the planning stages are listed below:

- **311 Customer Relationship Management (CRM) System** The proposed FY 2022/23 budget includes funding for a CRM system that will allow staff to analyze customer interactions and improve overall performance for all departments.
- **Phoenix G2 Station Alerting System** Implementing the new alerting system provided a 41% decrease in time for dispatch of priority 1 calls to continue to provide our residents with top-notch emergency services.
- **Debt Sale Reduction** Evaluated the city's existing cash balances and planned capital projects to reduce debt sales for FY 2021/22, resulting in a $12 million savings.

- **Computer-Aided Dispatch (CAD)** Improved citizen safety by implementing the (CAD) system to prioritize and record incident calls, identify the status and location of public safety in the field and effectively dispatch first responders.

Financial Sustainability

In addition to cost containment, cost reductions and process improvements, significant attention has been given to the overall financial sustainability of the organization. Below are a few focus areas that highlight these efforts.

- The FY 2022/23 budget maintains strong fund balances and reserves and includes a 10-year projection to ensure today's decisions are financially viable in the future.
- The Capital Improvement Plan (CIP) includes increases in cash-funded capital ($8 million for the general fund) to provide more financial flexibility and reduce future debt service costs.
- To ensure financial sustainability, a portion of new growth will be allocated to fund future capital projects rather than current operating costs.
- The proposed budget minimizes rate increases for utilities in the future to continue to provide efficient water and sewer services to our residents.
- Through an analysis of retirement plan options, staff adjusted the city's annual retirement contributions, saving the city approximately $3.6 million over twenty years and $2.8 million yearly afterward.

2022 Bond: Investments in Public Infrastructure and Facilities

In May 2022, the voters approved an $86 million bond program. The proposed budget includes funding to begin many of the approved projects. Below is a list of projects that will be initiated in FY 2022/23.

- **SH 174 Traffic Signal Improvements** Technology to allow the city to study, control and synchronize the traffic signals throughout the city. Total cost $1,861,123.
- **Neighborhood Street Rebuild** Full-depth rebuild of pavement for streets throughout the city. Total cost $825,833.
- **Sidewalk Program** Design and construction of sidewalks throughout the city in coordination with the Master Mobility Plan and the Parks Masterplan. Total cost $446,946.
- **Dual Left Turn Lanes at Lakewood and SH174** Design and construction of a dual left-turn lane from Lakewood Drive onto northbound SH174/Wilshire Boulevard. Total cost $85,000.

- **Police Station** Expansion of the current police department headquarters, including a dedicated public safety communications area, training space for officers and additional evidence and equipment storage areas. Year one design cost $3,600,000.
- **CR1020 Alsbury Widening** Design of Alsbury Boulevard to increase the road width from two lanes to a four-lane road. Design cost $2,500,000.

Public Safety Enhancements

Police Department After reviewing the capabilities of the Burleson Police Department, and the needs of the community, the FY 2022/23 proposed budget includes funding for seven (7) new positions and equipment as follows:

- One (1) new police patrol lieutenant and vehicle is budgeted for $308,840. This will increase the operational support to line officers, sergeants and command staff.
- One (1) new police administrative lieutenant and vehicle is budgeted for $241,667. With increased staff, the lieutenant will manage the efforts of multiple sergeants in real-time, providing a consistent chain of command with a single point of authority.
- One (1) new property and evidence technician is budgeted at $43,043, starting mid-year. The position will help manage the 17% annual increase in the number of evidence pieces being processed by the property coordinator.
- One (1) records clerk is budgeted at $41,345 starting mid-year. The position will facilitate the management of incident reports which have increased 21% year over year.
- Three (3) new school resource officers and associated vehicles will be added to increase police presence at area schools while preparing for student population growth. Burleson ISD will provide $369,176 in funding for the school resource officers, costing $738,352.
- One (1) midsized mobile command post will provide command and control for emergencies and special events. The total unit cost is $302,380, funded entirely by the American Rescue Plan Act (ARPA).
- One (1) medical armored rescue vehicle to provide the required protection during barricaded situations and extractions. The unit cost is $384,301, funded entirely by the American Rescue Plan Act (ARPA).

In July 2022, the city council authorized a comprehensive staffing analysis to be prepared by Matrix Consulting. The positions outlined above are planned for the upcoming fiscal year but are contingent upon the recommendations from the study.

Fire Department To enhance fire and Emergency Medical Services (EMS) services, the FY 2022/23 proposed budget includes funding for the following positions and enhancements:

- An additional six (6) firefighters to provide enhanced safety to the community by improving response time and providing EMS services. The city is planning to begin emergency medical transport services in October 2023. The additional staff will facilitate this service transition and allow three ambulances to operate.
- An additional (3) three outdoor warning sirens will be installed and (6) six other outdoor warning sirens will be upgraded for a total cost of $150,000.
- The proposed budget includes $598,919 in additional funds for the fire department, which will be funded with American Rescue Plan Act (ARPA) funds through FY 2025. At that point, the General Fund will absorb these costs moving forward.

Public Safety Communications To better serve the citizens, public safety communications will implement an Emergency Medical Dispatch (EMD) protocol in conjunction with the fire-based EMS program. The improved service changes will necessitate the addition of (3) three public safety communications specialists. The proposed budget includes $397,885 for the protocol software and communication specialists, which will be funded with American Rescue Plan Act (ARPA) funds in FY 2023.

Employee Compensation and Benefits

The city continues to analyze the recently completed compensation study to ensure employees, particularly public safety, are paid at market value. The city is taking steps to propose merit and market adjustments to keep the city competitive with surrounding municipalities.

- **Market adjustments** Police and fire sworn positions (full-time and part-time) will receive a two (2) percent increase on October 1, 2022, at $268,920. A series of equity adjustments to non-sworn positions were made in FY 2021/22 to keep pay in line with peer cities at the cost of $489,762; as a result, significant adjustments are not anticipated for FY 2022/23.
- **Merit Increases** Police and sworn positions (full-time and part-time) will receive a three (3) percent step increase on October 1, 2022, at the cost of $326,798. All other employees are budgeted to receive an average of 3.5% merit increase effective October 1, 2022, at the cost of $840,480 for non-sworn positions.
- **Health Insurance** City contributions to the Health Insurance Fund will not increase in FY 2023 but will increase from FY 2024 to FY 2027. Premiums will also not increase in FY 2023, but are projected to increase by five (5) percent from FY 2024 to FY 2027. The dental coverage benefit has been increased from $1,500 to $2,000.
- **Benefits** A near-site clinic allowing employees and family members to receive physician care at a reduced rate will be evaluated and potentially be implemented by early FY

2023. Additionally, a new deferred compensation 457(B) provider will use significantly lower fees for members and will begin in the fall.

Economic Development

- **Retail Recruitment** Alley Cats has broken ground on their entertainment venue in Burleson. The venue will bring bowling, arcade, laser tag, mini-golf, go-carts and other attractions to the community. Heim BBQ and Razzoo's Cajun Café are under construction in Old Town Burleson. Chipotle Mexican Grill, Dutch Bros Coffee, Salad and Go, Wing It On! and Tropical Smoothie Café are under construction at Burleson Village.
- **Chisholm Summit Master Planned Community** Ongoing infrastructure improvements are anticipated over several years. The development includes an estimated taxable value of $1.15 billion, covering 915 acres with 3,065 residential units, over 10 miles of interconnected trails and 102 acres of dedicated parkland. This development is expected to generate a net benefit of $3 million yearly for the city above service delivery costs at build-out.
- **Hooper Business Park** The 106-acre medical and professional office park within the Chisholm Summit Master Planned Community will improve the community's access to Chisholm Trail Parkway and encourage development on the city's west side.
- **HighPoint Business Park** Yukon Ventures broke ground on their 250,000 square feet phase two (2) expansion of cold storage distribution space, bringing an additional 50 employees to the business park. Fifty acres of remaining green field sites are under contract with planning for up to 500,000 square feet of speculative manufacturing and warehouse space.

Other Notable Budget Items

Customer Service (311) Department The proposed budget includes $340,000 in the Support Services Fund to implement the new CRM software system that will become Burleson 311. Burleson 311's goal is to provide the highest and most efficient customer experience to our citizens by providing a single point of entry to local government information and services with an easy-to-remember phone number, resolving the citizen's needs on the first phone call, and improving citizen engagement/empowerment with easy access to municipal services/information.

One (1) full-time employee is proposed in the FY 2022/23 budget for a new data management position in the customer service department. The position will be responsible for measuring

effective internal processes through data analysis, assisting departments in tracking their performance and improving accountability by streamlining the approaches to service delivery.

Public Works The public works department will have multiple initiatives this year, including implementing the voter-approved 2022 Bond projects. Six new positions have been recommended for the public works team to manage the additional project load. The proposed positions include:

- One (1) deputy public works director
- One (1) administration assistant
- One (1) signal technician
- One (1) traffic center operator
- One (1) engineering project coordinator
- One (1) development inspector

Funding for the positions is allocated from four separate funds. In the FY 2022/23 budget, the General Fund will contribute $301,287 the Water/Wastewater Fund will be responsible for $173,665, $78,298 will come from CIP Funds and $115,862 will be allocated from the 4A fund.

Library An additional youth services librarian is included with the budget to serve the city with expanded outreach and programs for school-aged children and teens. A library outreach vehicle is also included with the budget to transport supplies and equipment for community outreach. The vehicle will be used for various outreach programs, including computer/robotic classes, outdoor sensory stations, craft programs, special events, and school visits. The proposed budget allocates $216,528 for the library outreach vehicle and youth services librarian.

Finance The budget includes $50,000 to create an internal audit program. This program will supplement the annual audit and identify additional areas that can be improved.

Legal/Purchasing The budget includes $50,000 to review the Americans with Disabilities Act (ADA) standards for structures and accessibility throughout the city. The city is required to have such a plan; in the future, the budget will include additional amounts to fund the needed improvements. In addition, the budget provides $64,674 from the General Fund and $43,114 from the Water/Wastewater fund for a new purchasing agent position that will assist with a growing workload associated with the CIP program.

Budget Funds Summary

The overall FY 2022/23 Proposed Budget for all funds is $204.28 million and includes 461.05 full-time equivalents (FTE) positions. A comprehensive budget summary is attached in this document's accompanying Budget Overview section.

The **total proposed tax rate** is $0.6572 per $100 of assessed valuation, which is $0.0287 cents lower than the prior year. Of this amount, $0.4649 is provided for maintenance and operations and $0.1923 is provided for debt service.

The proposed budget provides funding for a net increase of 27.5 FTEs for all funds compared to the FY 2021/22 budget. The proposed changes include:

Public Safety (7 full-time positions)

- One (1) Police Lieutenant (Patrol)
- One (1) Police Lieutenant (Admin)
- One (1) Police Property & Evidence Technician
- One (1) Police Records Clerk
- Three (3) Police SRO (BISD Funding)

Emergency Management Services (9 full-time positions)

- Six (6) Firefighters (ARPA Funding)
- Three (3)Public Safety Communications Specialist (ARPA Funding)

Capital Program (6 full-time positions)

- One (1) Deputy Public Works Director
- One (1) Public Works Administration Assistant
- One (1) Signal Technician
- One (1) Traffic Center Operator
- One (1) Engineering Project Coordinator
- One (1) Inspector

General Government (5.5 full-time positions)

- One (1) Purchasing Agent
- One (1) Customer Service Data Manager
- One (1) Fleet Technician
- One (1) FTE Information Technology Systems Analyst
- One (1) FTE Youth Services Librarian
- 0.5 FTE Kennel Tech (P/T to F/T)

Water and Wastewater Fund The proposed budget does not recommend any fee increases for water or sewer utility customers. The FY 2022/23 plan includes water line rehabilitation work for $2 million, an industrial boulevard pump station expansion for $1.3 million and sewer line rehabilitation work for $3 million. The five-year capital improvement program (CIP) for water projects is approximately $43.2 million, and the five-year CIP for sewer projects is $34.8 million.

Support Services Fund With the implementation of software as a service (SAS) the city must increase its overall bandwidth to support these features and regular day-to-day operations, specifically with the upcoming Enterprise Resource Planning (ERP), Computer Aided Dispatch (CAD) and 311 customer services systems. With the additional systems and required support, the budget includes a systems analyst, cyber security network enhancements and the replacement of Access Points for $235,450.

Parks Performance Fund The budget includes several needed improvements to the BRiCk, such as replacing pool sand filters for $93,879, adding portable soccer goals for $7,776, LED lighting for the indoor track for $4,857 and exterior of the facility for $62,941.

Below are some additional enhancements as well:

- **Russell Farm Art Center** The budget includes $9,188 to add a partition for the existing Chesapeake building to create an additional classroom.
- **4B Parks Performance Fund** To provide the required maintenance at the city's athletic fields and other grounds, the budget includes $14,800 for groundwater conservation and $60,000 for water costs at the Bartlett Complex associated with the city's agreement with the Burleson Independent Soccer Association. Funding for adding pump control panels to athletic fields ($22,000) and striping of parking lots ($6,000) is also included.
- **Hidden Creek Golf Course Fund** To properly maintain the course, an additional $25,000 has been budgeted for fertilizer and chemicals. The Capital Improvement Plan (CIP) includes bunker, signage, and tree removal improvements for $167,250.

Downtown TIF (TIF #2) The budget anticipates issuing approximately $4.6 million in Certificate of Obligation (COs) bonds over the next two years for the Ellison Street Project. The plan includes the redevelopment of the Ellison Street Parking and the construction of city-owned office space, including a police storefront substation.

Capital Improvements Program (CIP) In addition to the projects approved by voters in the 2022 Bond Program (listed on page 4), the city's CIP includes funding the following projects in the FY 2022/23 budget:

- $1.5 million for city hall renovations
- $1.5 million for Bartlett Field regrading
- $2 million for Chisholm and Baily Lake parking
- $500,000 for upgraded air conditioning and controls at the BRiCk
- $5 million for water and sewer line rehabilitation across the city
- $300,000 million for the renovation of Fire Station #1
- $323,545 for the widening of Alsbury Boulevard from Candler Street to Hulen Street
- $192,497 for Renfro Street and Johnson Avenue pedestrian improvements

In Conclusion

The input of the city council has been invaluable in preparing the FY 2022/23 Proposed Budget. I sincerely thank the city council members for their hard work and dedication to the citizens of Burleson. I also appreciate the feedback, analysis, and hard work of the city of Burleson employees in their assistance in preparing the recommended budget. In particular, the finance department staff has been vital in assembling and analyzing this document.

With continued investments in our organization, people, and infrastructure, I am confident that this budget will position the city of Burleson to be successful in the future. With your continued support and the dedication of our staff, we will ensure quality services are delivered to our community.
Best regards,

Bryan Langley
City Manager


THE CITY OF
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FISCAL YEAR 2022-2023 BUDGET OVERVIEW

The fiscal year 2022-2023 proposed operating budget for all funds totals $135.7 million for revenues and $136.0 million in operating expenditures. In addition to the operating budget, a five-year capital improvement plan is included in the proposed budget, with $68.3 million budgeted for capital projects in the fiscal year 2022-2023. The overall budget for all funds, including capital projects, is $204.3 million.

GENERAL FUND: REVENUES

For fiscal year 2022-23 proposed budget, total revenues are budgeted at $53,151,097, a 5.0% increase over last year. The increase is primarily attributed to an 8.9% increase in property taxes and a 16.1% increase in sales tax revenue. Property and sales taxes make up 75.0% of the general fund revenues.

PROPERTY TAXES

Tax Valuation

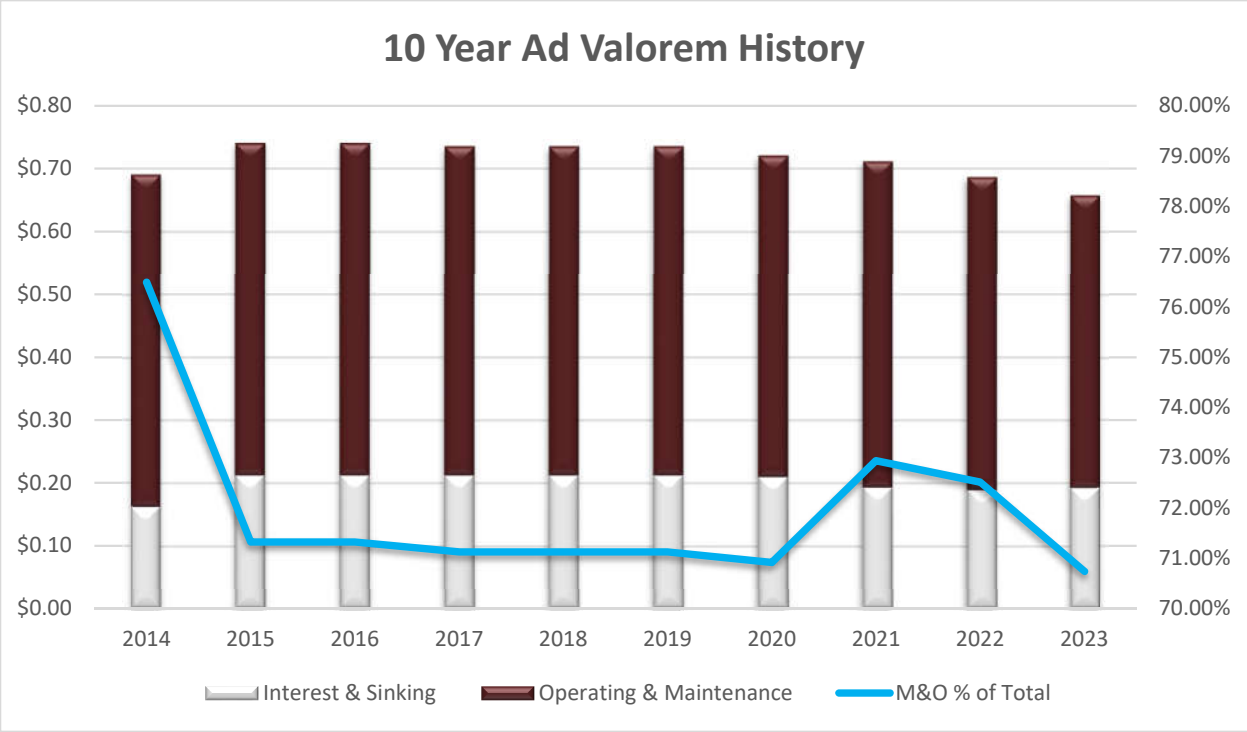
The city's 2022 property value, as certified by the Johnson County Appraisal District and Tarrant Appraisal District, is $5,189,794,906, an increase of $628,099,527 or 13.8% over 2021's $4,561,695,379. This increase in value can be attributed primarily to rising valuations of existing properties, with an additional $143,666,843 in new improvements added to the tax base. Total taxable value increased $567,529,352 or 14.7% from last year's $3,865,654,867 to $4,433,184,219.

Tax Rate

The property tax rate in the proposed budget is $0.6572, which is $.0287 less than the current rate of $0.6859. The proposed rate is the lowest since FY 2007-2008.

With the implementation of Senate Bill 2 in fiscal year 2021, the no-new-revenue tax rate and the no-new-revenue maintenance and operations (M&O) tax rate were introduced. The no-new-revenue rate for FY 2022-23 is $0.6218.

The chart below shows the historical trend of the city's tax rate since FY 2014.



Maintenance and Operations Rate (M&O rate)

The proposed budget decreases the M&O rate from $0.4974/$100 value to $0.4649/$100 value. The following graph illustrates the M&O rate as a percent of the total tax rate since FY 14.

Debt Service Rate (I&S rate)

The debt service rate increased by $0.0038 from FY 2021-2022 at a $0.1923/$100 value. This debt rate partly provides for the debt capacity to fund $84.6 million dollars in public safety and street projects over the next five years. The slight increase in the debt rate is attributable to the available debt capacity resulting in the termination of the Tax Increment Financing Reinvestment Zone (TIRZ #3) approved by city council on the July 5, 2022, regular meeting, moving approximately $63 million in tax value back to the city's tax base. City council also approved moving the debt capacity from the terminated TIRZ #3 and adjusting the debt rate to fund additional street projects for $10.4 million. The debt rate is 29.3% of the total tax rate. The debt rate allows for the funding of general government capital improvement. As the city continues to grow and prosper, the debt rate provides for the construction of public infrastructure to meet the demands of that growth. The chart below compares rates across 35 comparable cities.

JURISDICTION NAME	TAX RATE	M&O RATE	I&S RATE
ARLINGTON	0.6198	0.4098	0.2100
AZLE	0.6461	0.5821	0.0641
BEDFORD	0.5520	0.5810	0.0365
BENBROOK	0.6175	0.5810	0.0365
BURLESON ***(FY22-23 Proposed)***	0.6572	0.4649	0.1923
CEDAR HILL	0.6970	0.5182	0.1789
CLEBURNE	0.6905	0.6297	0.0608
COLLEYVILLE	0.2918	0.2807	0.0111
COPPELL	0.5800	0.4713	0.1087
CROWLEY	0.7295	0.5261	0.2034
DALWORTHINGTON GARDENS	0.6586	0.5665	0.0920
EULESS	0.4750	0.4029	0.0721
EVERMAN	1.1497	0.9188	0.2308
FLOWER MOUND	0.4050	0.3506	0.0544
FOREST HILL	0.9973	0.8817	0.1156
FORT WORTH	0.7325	0.5850	0.1475
GRAND PRAIRIE	0.6650	0.4521	0.2129
GRAPEVINE	0.2718	0.1404	0.1314
HALTOM CITY	0.6457	0.3958	0.2499
HASLET	0.2832	0.2542	0.0291
HURST	0.6252	0.5168	0.1084
KELLER	0.3950	0.3360	0.0590
KENNEDALE	0.7641	0.5729	0.1911
LAKE WORTH	0.4585	0.2028	0.2558
MANSFIELD	0.6900	0.4650	0.2250
NORTH RICHLAND HILLS	0.5722	0.3489	0.2233
PELICAN BAY	0.8000	0.8000	0.0000
RENO	0.4682	0.3575	0.1107
RICHLAND HILLS	0.5586	0.4133	0.1453
ROANOKE	0.3575	0.1950	0.1801
SAGINAW	0.4795	0.2851	0.1945
SANSOM PARK	0.6707	0.5310	0.1397
SOUTHLAKE	0.3900	0.3250	0.0650
THE COLONY	0.6500	0.4900	0.1600
TROPHY CLUB	0.4450	0.2250	0.1100
WATAUGA	0.5804	0.3954	0.1850
WESTLAKE	0.1679	0.1028	0.0650
WESTOVER HILLS	0.4789	0.4100	0.0689
WESTWORTH VILLAGE	0.4750	0.2423	0.2327
WHITE SETTLEMENT	0.7418	0.6165	0.1253

Taxable Value of Average Residential Property

The taxable value of an average residential property in Burleson grew from $232,000 in the tax year 2021 to $253,812 in the tax year 2022, a 7% increase.

Property Tax Revenue

Overall, General Fund revenue from ad valorem (property) taxes is up $1,749,741 (7.8%) from the current year to $24,249,741. The tax levy on new value-added since the last appraisal totaled $944,179. The value of properties subject to a tax ceiling has increased to $794 million in 2022 from $718 million in 2021. Frozen properties now account for 18% of the tax base.

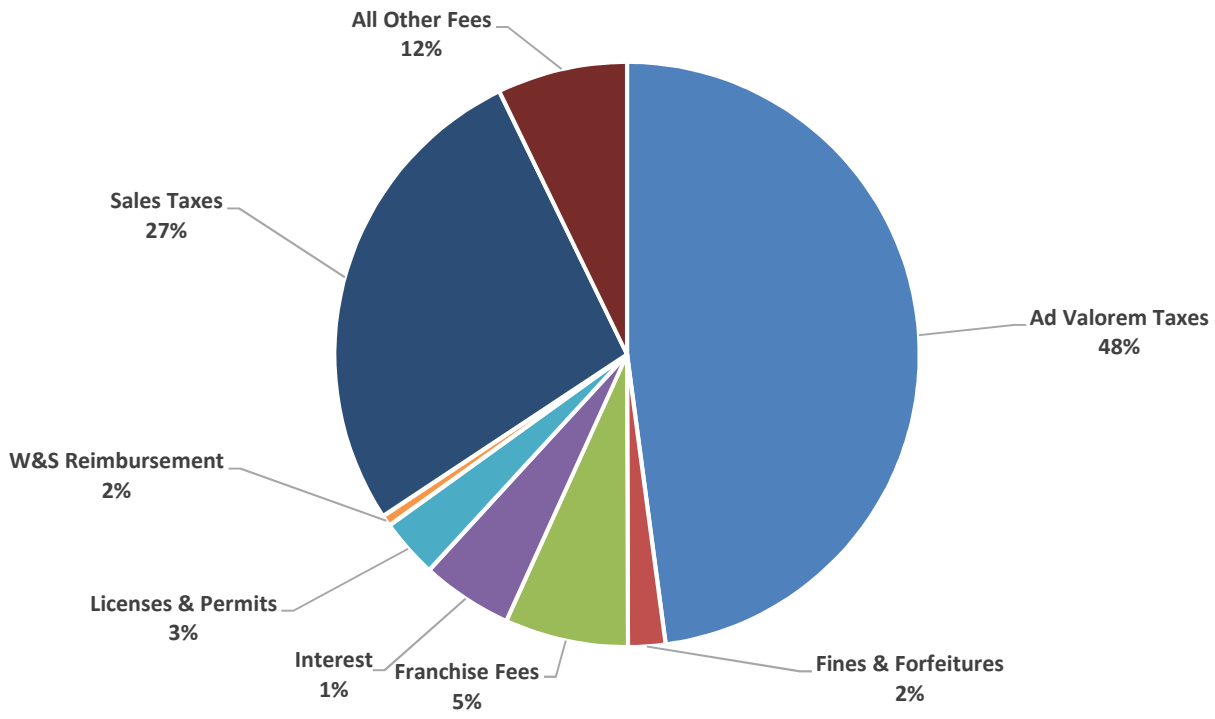
For FY 2022-23, one cent on the ad valorem tax rate will generate $438,885, allowing for protested and frozen values and assuming a 99% collection rate.

SALES TAXES

Sales tax (not including $181,115 in liquor tax) revenues are projected to increase $1,977,669 a 16.1% increase to the current budget. Revenue from sales tax in FY 2022-2023 is projected at $14,234,669, which is 26.8% of total revenue.

Combined, property and sales taxes will fund approximately 75% of General Fund revenue to fund the maintenance and operations expenses for FY 2023. The graph below illustrates this relationship.

General Fund Revenue

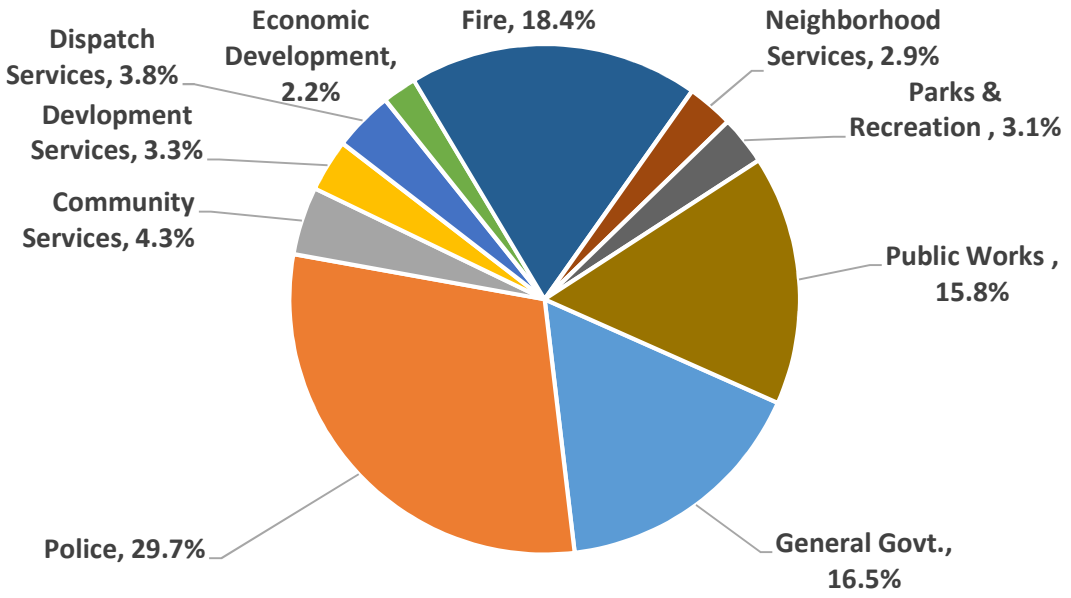


GENERAL FUND: EXPENDITURES

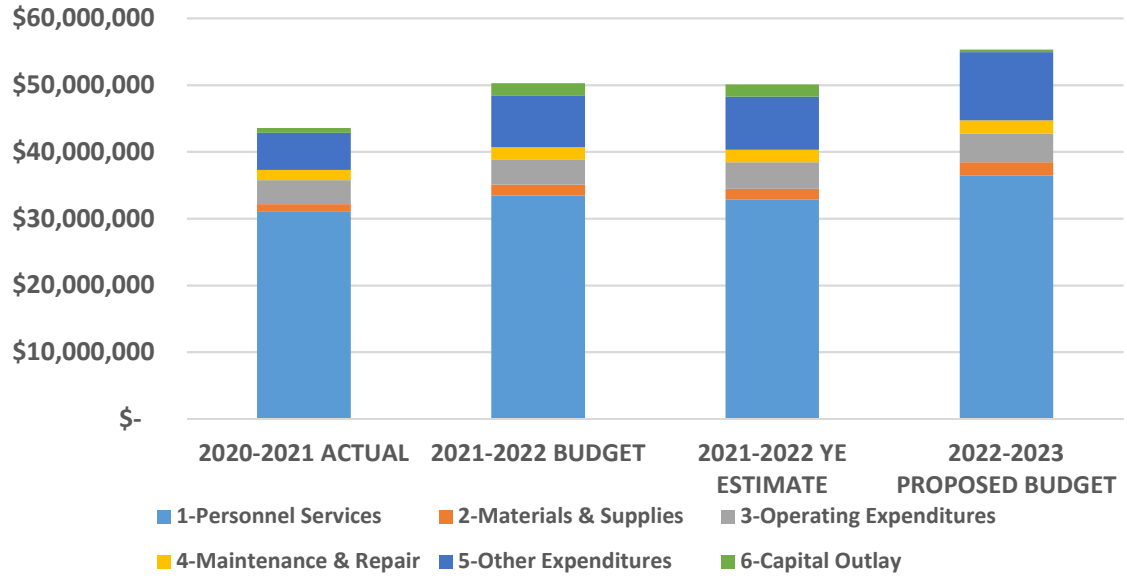
Proposed total expenditures budget is $55,328,010 which is $5,056,182 (10.06%) higher than the current budget. The increases are driven by police, fire, communications dispatch and public works.

The following graphs illustrate the spending by function, budgetary comparison, and category expense comparison.

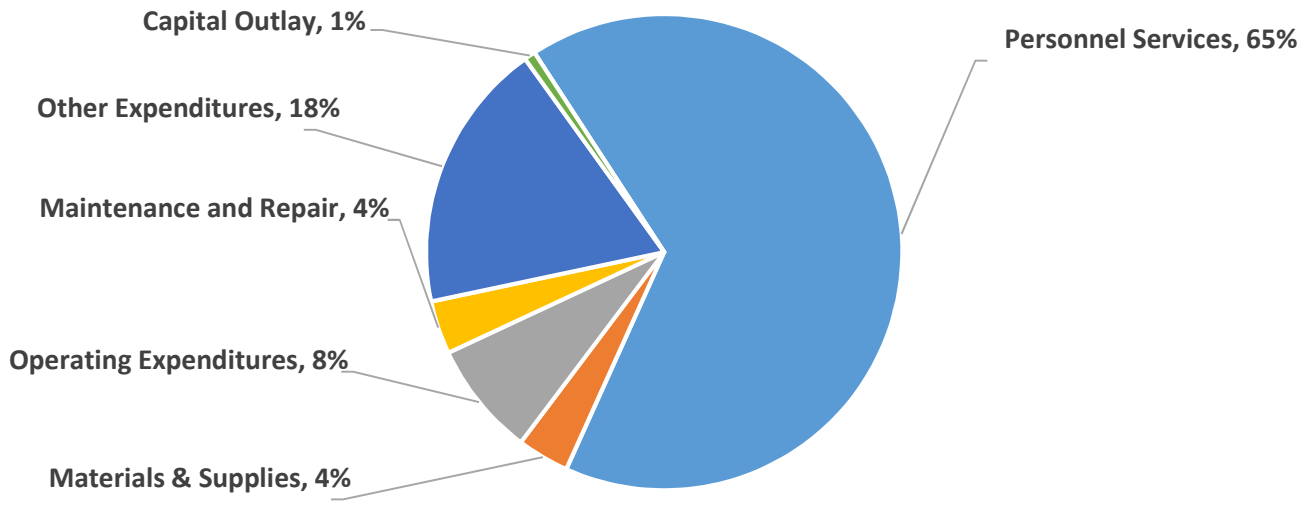
General Fund Expenditure By Function



General Fund Budgetary Expense Comparison



General Fund by Category



FUND BALANCE

The fund balance in the General Fund is estimated to be $19,958,879 at the end of FY 2022-23. This amount is $8,893,266 above the 20% minimum reserve amount established by city council policy.

4A ECONOMIC DEVELOPMENT FUND

In 2001 the citizens of Burleson approved an additional one-half of one percent sales tax to be used for economic development. The city began collecting the ½ cent sales tax in December 2001. The Burleson 4A Economic Development Corporation was established to administer the Type A EDC sales tax.

4A fund accounts for the receipt of sales tax revenue and expenditures, including debt service payments that are allowable under state regulations for 4A Economic Development Corporations.

Revenues are projected to be $7,322,335 in the proposed FY 2022-23 budget. Expenditures are projected to be $4,962,661, including $1,826,505 debt service payment, in FY 2022-23. The proposed fund balance at the end of the fiscal year 2023 is projected to be $3,332,823 or 67.15% fund balance percentage to expenditures, which is well above the 20% fund balance requirement per the city's financial policy.

4B COMMUNITY SERVICES DEVELOPMENT FUND

The citizens of Burleson approved an additional one-half of one percent sales tax in 1993 to fund the construction and acquisition of municipal facilities and for other purposes provided for by the enabling state statute.

The Special Revenue Fund accounts for the receipt of half-cent sales tax revenue and expenditures, including debt service payments that are allowable under state regulations for 4B Community Service Development Corporations.

Revenues are projected to be $7,187,335 in the proposed FY 2022-23 budget. Expenditures are projected to be $9,011,863, including $1,390,800 debt service payment, in FY 2022-23, a 40.28% increase from the FY 2021-2022 original budget. The proposed fund balance at the end of the fiscal year 2023 is projected to be $3,722,488 or 41.31% fund balance percentage to expenditures.

4B fund also transfers funds to the Parks Performance and Golf fund to subsidize their operations. The proposed transfer for FY 2023 to the Parks Performance fund is $3,130,479 and for Golf Fund is $1,107,200, which includes a $376,086 golf debt service payment.

PARKS PERFORMANCE FUND

The Parks Performance Fund is budgeted for revenues and expenditures of $5,131,200 to net a zero fund balance. A transfer of $3,130,479 is proposed from the 4B Fund to cover operational expenses in fiscal 2022-2023. The proposed operating budget revenues are expected to cover 39.0% of fund expenses in 2022-2023. Within the Parks Performance Fund, self-sustainability for the BRiCk is 49%, athletic fields are 11%, and Russell Farm is 9%. The total self-sustainability for all operations is 39%. The remaining 61% comes from the 4B Fund.

OTHER SPECIAL REVENUE FUNDS

The city has a few special revenue funds presented in this budget. The purpose of special revenue funds is to account for funding that is restricted or committed in its use. The following are presented as special revenue funds:

- **Hotel/Motel Fund** – revenues are generated from a 7% hotel/motel tax assessed on room rentals from hotels and motels and are restricted to promoting tourism, conventions, and related activities within the city. The proposed FY 2022-2023 budget includes total revenues of $489,191 and total expenditures of $839,286. The ending fund balance is projected to be $507,955 at the end of FY 2022-23.

- **Public, Educational and Governmental (PEG) Fund** – Revenue is a fee assessed by cable franchising authorities for costs associated with local channels. It is restricted for capital expenditures related to a municipal public access channel and the broadcasting of council meetings to the public. For FY 2022-23, revenues are projected at $60,000 and expenditures at $47,799. An ending fund balance at the end of FY 2022-23 is projected to be $30,144.

- **Municipal Court Technology** Fund – The revenue is part of the court fines charged to an individual and is restricted to the purchase or maintenance of technology enhancements related to municipal court. For FY 2022-23, revenues are projected at $30,000 and expenditures at $37,837. An ending fund balance at the end of FY 2022-23 is projected to be $84,163.

- **Juvenile Case Manager Fund**- Revenue is part of the court fine charged to an individual and is restricted to the salary, benefits, training, travel expenses, office supplies, and other necessary expenses related to the position of a juvenile case manager employed under CCP, article 45.056. The fund may not be used to supplement the income of an employee whose primary role is not that of a juvenile case manager. For FY 2022-23, revenues are projected at $32,960 and expenditures at $38,070. An ending fund balance at the end of FY 2022-23 is projected to be $51,332.

- **Municipal Court Building Security Fund** – A court fee charged to an individual restricted to security personnel, services, and items related to the buildings that house the operations of the municipal court. For FY 2022-23, revenues are projected at $35,000 and expenditures at $39,194. An ending fund balance at the end of FY 2022-23 is projected to be $79,642.

WATER/WASTEWATER FUND

Revenue in this fund is projected to be $25,864,089 in the proposed FY 2022-23 budget – an increase of $843,877 (3.3% increase) from the FY 2021-22 budget.

Fund Expenditures

Proposed expenditures for FY 2023 total $25,618,998 – 4% more than the FY 2022 budget. Total expenditures for this fund are increasing in 2023 by $1,144,003.

Water Rates

The proposed FY 2022-23 budget does not include a water rate increase.
The base water rates are as follows:

Meter size (in inches)	FY 22/23 Water Rate
3/4	$15.56
1	$22.41
1.5	$42.19
2	$62.18
3	$149.55
4	$249.26
6	$497.41
8	$745.56
10	$991.51
12	$1,144.90

(Note: The 3/4 inch meter is the size meter used by most water customers.)

The proposed volumetric water rates per 1,000 gallons are as follows:

	FY 22/23
1 gallon to 10,000 gallons	$4.56
10,001 gallons to 20,000 gallons	$5.75
Over 20,000 gallons	$6.57
Gas Well Drilling (all volumes)	$13.55

Wastewater Rates

The proposed FY 2022-23 wastewater rates remain the same. The base rate is $19.16/month, and the volumetric rate is $5.32/1,000 gallons. These rates are the same for residential and commercial customers, except that residential accounts are billed on the average water consumption during the winter months with a maximum of 12,000 gallons.

GOLF COURSE FUND

A policy has been implemented for the Golf Fund balance to remain at zero. With this in mind, both the revenues and expenditures for golf in the 2022-23 fiscal year are budgeted at $2,914,200. A 4B proposed transfer in the amount of $1,107,200. The Golf Fund's debt service is $376,086.

SOLID WASTE FUND

Solid Waste operations are outsourced to a third-party vendor to handle the refuse and recycling of our community. The contract is for five years, set to expire in 2024. The proposed FY 2022-2023 budget includes expenditures of $3,879,653 and revenues of $3,418,411, resulting in a net working capital decrease of $461,242, assuming adoption of the recommended rate of $18.20,

the same rate as last fiscal year. Staff projects the fund balance at the end of FY 2022-23 to be $541,116.

SUPPORT SERVICES FUND

The Support Services Fund records the activities of the information technology support services functions (currently only the information technology department) and allows for the costs of these services to be reflected as expenditures of the "customer" departments. The proposed budget expense is $5,701,729. The projected year-end working capital balance is $83,040.

CEMETERY FUND

The Cemetery (Operations) Fund is an enterprise fund used to account for the cost of operating the Burleson Memorial Cemetery. Operations are financed by revenues from the sale of cemetery lots and interest on investments. Revenues are projected at $30,746 in FY 2022-23 and expenditures are projected at $23,766. The end-of-year working capital in the Cemetery Fund is projected to be $222,971 in FY 2022-23.

EQUIPMENT SERVICES FUND

The Equipment Service Fund is an internal service fund used to enhance accountability for the expenses associated with vehicle and equipment operation. All costs related to these operations are charged to the using department to offset the proposed budget expenses of this fund. Revenues in the proposed FY 2022-23 budget are projected at $2,185,524. Fund expenditures are projected at $2,023,639. The projected end-of-year working capital in the Equipment Service Fund for FY 2022-23 is budgeted to be $11,968.

EQUIPMENT REPLACEMENT FUNDS

There are two Equipment Replacement Funds, the Governmental Equipment Replacement Fund and the Proprietary Equipment Replacement Fund. The Proprietary Equipment Replacement Fund is used as a funding, management, and planning tool that provides a systematic approach to replacing city-owned vehicles and equipment used by the Water and Wastewater Fund. The Governmental Equipment Replacement Fund Provides for the replacement of vehicles and equipment utilized by all other city departments. The funds are proprietary, internal service funds that enable the city to fund major equipment purchases without substantially affecting the stability of the ad valorem tax rate.

- **Governmental Equipment Replacement Fund: Revenues and Expenditures**
  Revenues in this fund for FY 2022-23 are projected at $2,979,042. Expenditures are estimated to be $2,461,658. The fund is scheduled to replace public works and parks equipment for $243,500, replacement of police vehicles for $708,500, and new

equipment from the proposed supplemental for $1,172,000. Proposed year-end fund balance of $ $4,066,907 for FY 2022-23.

- **Proprietary Equipment Replacement Fund: Revenues and Expenditures**
  Revenues in this fund for FY 2022-23 are projected at $2,979,042. Expenditures are estimated to be $2,461,658. The fund is scheduled to replace public works and parks equipment for $243,500, replacement of police vehicles for $708,500, and new equipment from the proposed supplemental for $1,172,000. Proposed year-end fund balance of $ $4,066,907 for FY 2022-23.

HEALTH INSURANCE FUND

This fund was created for the health insurance financial activity of the city (i.e., citywide), previously located in the General Fund. For FY 2022-23, revenues are projected to be $5,631,357 and expenditures at $5,685,193. An ending fund balance at the end of FY 2022-23 is projected to be $3,834,693.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guidebtx

City of Burleson Strategic Plan

ABOUT THIS PLAN

Why a strategic plan?

The City of Burleson Strategic Plan or Guide BTX communicates the mayor and city council priorities to Burleson residents and businesses. The plan's purpose is to set overall focus areas and goals for the city and develop action items to achieve the goals. Residents can track the city's progress toward the stated goals through quarterly plan updates.

How was the plan developed?

During the fall and winter of 2021, multiple strategic planning sessions were held by the Burleson City Council with a strategic planning consultant. Together, the council created a vision and a mission statement. They also ranked the city's priorities for the staff and the city council to focus on over the upcoming years.

This plan:

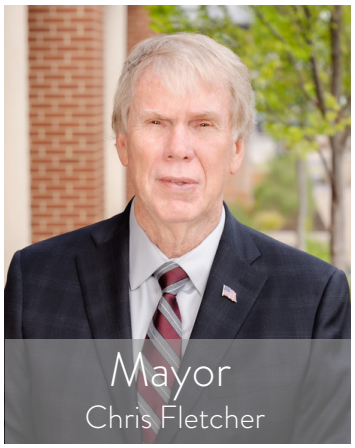
1. Creates a vision for Burleson over the next 15 years.
2. Develops key focus areas and goals the city will focus on over the next five years.
3. Outlines action items to achieve the set goals for Fiscal Year 2022-2023. Action items are updated yearly.
4. Determine city council's top and high priorities for the action tasks.

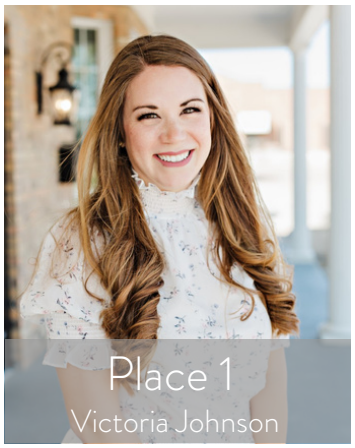






BURLESON *City Council*


Mayor
Chris Fletcher


Place 1
Victoria Johnson


Place 2
Rick Green


Place 3
Jimmy Stanford


Place 4
Tamara Payne


Place 5
Dan McClendon


Place 6
Ronnie Johnson

VISION 2037

Burleson is the premier place to:

LIVE *with great residential neighborhoods;*
WORK *with a dynamic business community; and*
PLAY *where you can enjoy life and have fun.*

Burleson 2037 is a **Safe Community,**
has a **Vibrant Old Town and**
Our residents take **Pride in Our Burleson Community**

BURLESON CITY GOVERNMENT MISSION

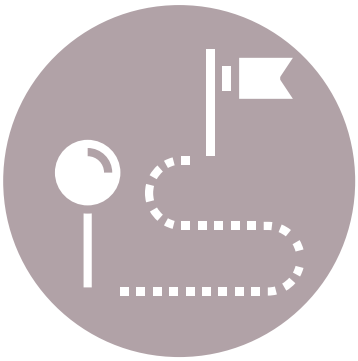
To provide exceptional, people-focused municipal services and to plan and invest in the future in a financially responsible and innovative manner through a high-performing city team and in a partnership with our Burleson community.



FOCUS AREAS



High Performing City Organization
Providing Exceptional, People Focused Services



Dynamic & Preferred City
through Managed Growth

GOALS 2027

Outcome-based objectives and potential actions for five years.



Beautiful, Safe & Vibrant Community



Great Place to Live
through Expanded Quality of Life Amenities



FOCUS AREA 1

High Performing City Organization

Providing Exceptional, People Focused Services

OBJECTIVE

To make the City of Burleson a community of choice by providing outstanding customer service, communication and community engagement; leveraging technology to be an efficient and responsive organization; being financially responsible; maintaining an organizational culture that values innovation, process improvement, productivity and teamwork; and focusing training and development opportunities for city employees.

GOAL 1

Develop a high-performing and diverse workforce by attracting and retaining the very best employees; providing a competitive salary and benefits package; maximizing employee training and educational opportunities.

GOAL 2

Continue to improve the efficiency and productivity of operations through the use of technology, innovation, teamwork and continual business process improvement.

GOAL 3

Deliver high-quality service and communications to external and internal customers by providing outstanding customer experience, communication and community engagement; regularly seeking feedback from citizens and employees through surveys, public forums and other outreach methods; and offering convenient methods for conducting business and communicating with the city.

GOAL 4

Be a responsible steward of the city's financial resources by providing services, rates and fees that represent a strong value to our citizens; providing timely, accurate and transparent financial reporting; and utilizing long-range planning.

FOCUS AREA 1

High Performing City Organization

Providing Exceptional, People Focused Services

GOAL 1

Develop a high-performance and diverse workforce by attracting and retaining the very best employees; providing a competitive salary and benefits package; maximizing employee training and educational opportunities.

	Action	Responsible Department	Target Date
1.1.1	Continue to ensure competitive compensation and benefits across the city by benchmarking against peer cities, evaluating city compensation plan ranges and adjustments, cost of living adjustments, and performance-based merits *This was determined to be a **High Priority** by city council during strategic planning*	Human Resources	On-going
1.1.2	Continue researching and developing community partnerships to discuss diversity and offer suggestions for inclusion within the city	City Secretary's Office	First Quarter (October - December 2022)
1.1.3	Implement a direct clinic model for the city employee's health benefit plan that will provide a timely health care option and provide cost savings for both employees and the city's healthcare plan	Human Resources	Second Quarter (January - March 2023)
1.1.4	Continue development of community partnerships to discuss diversity and offer suggestions of inclusion within the police department	Police	On-going

GOAL 2

Continue to improve the efficiency and productivity of operations through the use of technology, innovation, teamwork and continual business process improvement.

	Policy Action	Responsible Department	Target Date
1.2.1	Continue Lean Government program, which assesses operational performance and makes specific recommendations on how to improve projects linked directly to the city's strategic plan	Customer Service	on-going
1.2.2	Develop departmental key performance indicators (KPIs) and performance measurement data that can be used to understand operational effectiveness and guide decision making	Customer Service	Second Quarter (January - March 2023)
1.2.3	Perform cyber security threat assessment and implement necessary protocols to improve the city's cyber security posture	Information Technology	Third Quarter (April - June 2023)
1.2.4	Improve network infrastructure to ensure capabilities for software as a service application and improve data redundancies	Information Technology	Third Quarter (April - June 2023)
1.2.5	Leverage technology to improve the city's credit card process to increase staff efficiency, improve the reconciliation process and strengthen internal controls	Legal & Purchasing	Second Quarter (January - March 2023)
1.2.6	Identify a vendor to implement new computer-aided dispatch and records management system to improve efficiency and public safety response services	Public Safety Communications	Fourth Quarter (July - September 2023)

GOAL 3

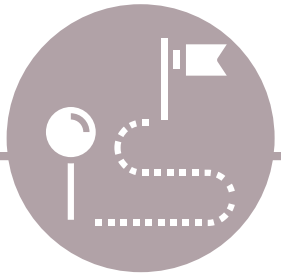
Deliver high-quality service and communications to external and internal customers by providing outstanding customer experience, communication and community engagement; regularly seeking feedback from citizens and employees through surveys, public forums and other outreach methods; and offering convenient methods for conducting business and communicating with the city.

	Action	Responsible Department	Target Date
1.3.1	Continually assess communications and engagement resources, processes, strategies and materials to seek ways to increase community stakeholder awareness and engagement *This was determined to be a **High Priority** by city council during strategic planning*	Community Service	on-going
1.3.2	Complete development and launch new city-wide 311 call center division supported by robust customer relationship management software *This was determined to be a **High Priority** by city council during strategic planning*	Customer Service	First Quarter (October - December 2022)
1.3.3	Develop communication tools to provide the public with updates on the status of the 2022 Bond Program Implementation	Community Services (Marketing and Communications)	on-going
1.3.4	Implement a citizen self-service portal to allow online inspection scheduling, online permit requests and online payment options	Development Services	Second Quarter (January - March 2023)

GOAL 4

Be a responsible steward of the city's financial resources by providing rates and fees that represent a strong value to our citizens; providing timely, accurate and transparent financial reporting; and utilizing long-range planning.

	Action	Responsible Department	Target Date
1.4.1	Develop a list of surplus city-owned property and provide the city council with options for potential sales of tracts *This was determined to be a **Top Priority** by city council during strategic planning*	Economic Development	Fourth Quarter (July - September 2023)
1.4.2	Continue implementation of the American Rescue Plan Act (ARPA) funding plan and reassess utilization of funds as needed	Finance	On-going
1.4.3	Review investment and debt policy and provide recommendations for improvement *This was determined to be a **Top Priority** by city council during strategic planning*	Finance	Second Quarter (January - March 2023)
1.4.4	Review city financial policies and provide recommendations for improvement *This was determined to be a **Top Priority** by city council during strategic planning*	Finance	Second Quarter (January - March 2023)
1.4.5	Begin implementation of city-wide enterprise resource planning (ERP) replacement to integrate data and processes from multiple city departments and consolidate them into one system to provide a more user-friendly and efficient way for the city to conduct business	Finance	First Quarter (October - December 2022)



FOCUS AREA 2

Dynamic & Preferred City

through Managed Growth

OBJECTIVE

To promote balanced residential and commercial development growth through long-term planning and zoning ordinances; develop and maintain public infrastructure in the city that improves mobility and connectivity; develop superior utility services and facilities; and promote sustainable development and job growth in the city.

GOAL 1

Attract and retain top-tier businesses to promote high-quality economic development by expanding and diversifying the tax base; and creating jobs that allow our residents to work where they live.

GOAL 2

Promote sustainable residential and commercial development through strategic and long-term planning; providing a business-friendly environment; continuing efficient development review process; and enhancing partnerships with the development community.

GOAL 3

Enhance connectivity and improve mobility by focusing on key street improvements and expanding capacity of existing transportation network, particularly within the SH 174 Corridor and the western portion of our city; improving roadway, bicycle and pedestrian infrastructure, and coordinating with Regional, State and Federal transportation partners for funding and support.

GOAL 4

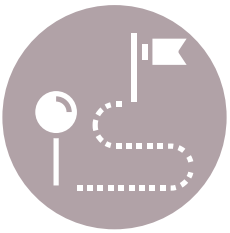
Implement the city's Capital Improvement Program to improve the quality of life for residents through the completion of projects identified in the city’s master plans.

GOAL 5

Develop and maintain facilities and utility services that meet the needs of the community through strategic planning, long-term planning and best practices.

FOCUS AREA 2

Dynamic & Preferred City
through Managed Growth



GOAL 1

Attract and retain top-tier businesses to promote high-quality economic development by expanding and diversifying the tax base; and creating jobs that allow our residents to work where they live.

	Action	Responsible Department	Target Date
2.1.1	Consider revisions and updates to the city's economic development plan, which focuses on major retail, commercial and industrial corridors across the city *This was determined to be a **Top Priority** by city council during strategic planning*	Economic Development	Fourth Quarter (July - September 2023)
2.1.2	Begin development of the Hooper Business Park in Chisholm Summit *This was determined to be a **High Priority** by city council during strategic planning*	Economic Development	Third Quarter (April - June 2023)
2.1.3	Consider options to create a new industrial park in an effort to diversify the city's tax base and provide a more resilient local economy	Economic Development	Fourth Quarter (July - September 2023)
2.1.4	Continue efforts to attract new-to-market retail establishments	Economic Development	On-going

GOAL 2

Promote sustainable residential and commercial development through strategic and long-term planning; providing a business-friendly environment; continuing efficient development review process; and enhancing partnerships with the development community.

	Action	Responsible Department	Target Date
2.2.1	Complete voluntary annexation process and begin required infrastructure of Chisholm Summit Development *This was determined to be a **Top Priority** by city council during strategic planning*	City Manager's Office	Fourth Quarter (July - September 2023)
2.2.2	Complete revisions to the Subdivision Design Manual, which details requirements associated with construction of new subdivisions within the city *This was determined to be a **Top Priority** by city council during strategic planning*	Public Works	Fourth Quarter (July - September 2023)
2.2.3	Complete update to Zoning Ordinance, which ensures new development aligns with the strategic vision of the city *This was determined to be a **Top Priority** by city council during strategic planning*	Development Services	Second Quarter (January - March 2023)
2.2.4	Pursue the development of a new trade school within the city limits to provide training opportunities for skilled labor positions *This was determined to be a **Top Priority** by city council during strategic planning*	Economic Development	Fourth Quarter (July - September 2023)

GOAL 3

Enhance connectivity and improve mobility by focusing on key street improvements and expanding capacity of existing transportation network, particularly within the SH 174 Corridor and the western portion of our city; improving roadway, bicycle and pedestrian infrastructure, and coordinating with Regional, State and Federal transportation partners for funding and support.

	Action	Responsible Department	Target Date
2.3.1	Develop a pedestrian mobility plan to enhance connectivity to parks, sidewalks and schools *This was determined to be a **High Priority** by city council during strategic planning*	Public Works	Third Quarter (April - June 2023)
2.3.2	Coordinate with the Texas Department of Transportation (TXDOT) to finalize State Highway 174 Widening design and develop a construction schedule *This was determined to be a **High Priority** by city council during strategic planning*	Public Works	Fourth Quarter (July - September 2023)
2.3.3	Develop alternative development vision and action plans to reduce residential density in the Transit Oriented Development (TOD) area *This was determined to be a **Top Priority** by city council during strategic planning*	Development Services	Fourth Quarter (July - September 2023)
2.3.4	Begin implementation of Automated Traffic Management System as approved in the 2022 bond program	Public Works	Fourth Quarter (July - September 2023)

GOAL 4

Implement the city's Capital Improvement Program to improve the quality of life for residents through the completion of projects identified in the city's master plans.

	Action	Responsible Department	Target Date
2.4.1	Finalize design and begin construction of Intelligent Traffic System (ITS) and Traffic Management Center (TMC), allowing the city to control signal timing along SH174	Public Works	Second Quarter (January - March 2023)
2.4.2	Finalize design and complete construction to improve the condition of multiple residential streets throughout the city	Public Works	Fourth Quarter (July - September 2023)
2.4.3	Finalize design for bridge connecting Alsbury Boulevard to CR1020	Public Works	Second Quarter (January - March 2023)
2.4.4	Finalize design and complete construction of various sidewalk segments, with a focus on improving pedestrian connectivity throughout the city	Public Works	Fourth Quarter (July - September 2023)
2.4.5	Design and construct additional left turn lane and new traffic signal to enhance traffic conditions at Lakewood and SH174	Public Works	Fourth Quarter (July - September 2023)
2.4.6	Approved design contract for Alsbury Boulevard extension to Lakewood Drive	Public Works	Second Quarter (January - March 2023)

GOAL 5

Develop and maintain facilities and utility services that meet the needs of the community through strategic planning, long-term planning and best practices.

	Action	Responsible Department	Target Date
2.5.1	Continue working with the City of Fort Worth to develop an agreement that addresses future water supply needs for the City of Burleson, establishes the capacity of all water lines currently serving the city and outlines terms for the purchase of any future additional needed capacity	Public Works	on-going
2.5.2	Update the Water and Sewer Master Plan to identify options to expand services to the western portion of the city	Public Works	First Quarter (October - December 2022)
2.5.3	Develop an assessment of city facilities and outline future improvement and spacing needs *This was determined to be a **Top Priority** by city council during strategic planning*	Public Works	Fourth Quarter (July - September 2023)
2.5.4	Finalize design for proposed city hall renovation and initiate construction improvements	Public Works	Third Quarter (April - June 2023)

FOCUS AREA 3

Beautiful, Safe & Vibrant Community

OBJECTIVE

Provide a beautiful, safe and vibrant community for those that live, learn, work and play in the City of Burleson by focusing on beautification programs; providing public art that enhances the community's visual appeal and uniqueness; providing crime prevention and community risk reduction programs; emergency preparedness; and emergency response services.

GOAL 1

Encourage a clean and healthy community through the promotion of positive behaviors, sustainable practices, outreach programs and city services.

GOAL 2

Encourage placemaking and a sense of belonging in our neighborhoods, parks and key commercial districts by focusing on long-range planning, comprehensive elements and public art.

GOAL 3

Enhance emergency response services provided to the community, including emergency medical, police, fire and public dispatch services.

GOAL 4

Ensure equipment and personnel needs are being met, including staffing and training.

GOAL 5

Continue community policing and risk reduction programs that create strong partnerships with the public to promote safety throughout the community.

FOCUS AREA 3

Beautiful, Safe & Vibrant Community

GOAL 1

Encourage a clean and healthy community through the promotion of positive behaviors, sustainable practices, outreach programs and city services.

	Action	Responsible Department	Target Date
3.1.1	Consider options and partnerships for the placement of digital signs in the community	City Manager's Office	Fourth Quarter (July - September 2023)
3.1.2	Develop a Façade Improvement Program to incentivize the redevelopment of commercial districts	Development Services	Third Quarter (April - June 2023)
3.1.3	Update and increase participation in the Adopt-A-Spot program to enhance community beautification	Neighborhood Services (Environmental Services Division)	Third Quarter (April - June 2023)
3.1.4	Develop partnerships and incentives to increase urban canopy throughout the city	Neighborhood Services (Environmental Services Division)	Second Quarter (January - March 2023)

GOAL 2

Encourage placemaking and a sense of belonging in our neighborhoods, parks and key commercial districts by focusing on long-range planning, comprehensive elements and public art.

	Action	Responsible Department	Target Date
3.2.1	Develop a policy and funding plan to continue and enhance public art within the community	Neighborhood Services	First Quarter (October - December 2022)
3.2.2	Coordinate with development partners to create a vision for the Hidden Creek corridor and outline possible options *This was determined to be a **Top Priority** by city council during strategic planning*	City Manager's Office	Second Quarter (January - March 2023)
3.2.3	Identify location and amenities to establish a community park	Parks and Recreation	Fourth Quarter (July - September 2023)
3.2.4	Identify potential options for the renovation or relocation of existing softball practice fields located on Hidden Creek Parkway	Parks and Recreation	Second Quarter (January - March 2023)

GOAL 3

Enhance emergency response services provided to the community, including emergency medical, police, fire and public dispatch services.

	Action	Responsible Department	Target Date
3.3.1	Take necessary steps to transition to fire-based emergency medical services *This was determined to be a **High Priority** by city council during strategic planning*	Fire	Fourth Quarter (July - September 2023)
3.3.2	Complete staff analysis for police department to determine personnel and facility needs and begin implementation of recommendations	Police	First Quarter (October - December 2022)
3.3.3	Select architect and begin design of police department facility expansion *This was determined to be a **High Priority** by city council during strategic planning*	Police	First Quarter (October - December 2022)
3.3.4	Enhance efforts to ensure the community is prepared for emergencies	Fire (Emergency Management)	Third Quarter (April - June 2023)
3.3.5	Partner with fire department and medical director to establish emergency medical dispatch (EMD) protocols	Public Safety Communications	Fourth Quarter (July - September 2023)
3.3.6	Obtain Texas Commission on Law Enforcement (TCOLE) Telecommunication Agency credentials	Public Safety Communications	Fourth Quarter (July - September 2023)

GOAL 4

Ensure equipment and personnel needs are being met, including staffing, support and training.

	Action	Responsible Department	Target Date
3.4.1	Establish a location for future fire station #4 to support growth in the western portion of the city *This was determined to be a **High Priority** by city council during strategic planning*	Fire	First Quarter (October - December 2022)
3.4.2	Enhance school safety by increasing the number of school resource officers (SRO) to support Burleson ISD's safety plan	Police	First Quarter (October - December 2022)
3.4.3	Consider staff and equipment needs in accordance with third-party staff analysis	Police	Second Quarter (January - March 2023)
3.4.4	Increase staff in fire and public safety communications to prepare for the transition of emergency medical services (EMS)	Fire/Public Safety Communications	Second Quarter (January - March 2023)
3.4.5	Partner with consulting firm and stakeholders to research and select a new Computer-Aided Dispatch (CAD), Mobile Data System (MDS) and Records Management System (RMS) suite	Public Safety Communications	Second Quarter (January - March 2023)

GOAL 5

Continue community policing and risk reduction programs that create strong partnerships with the public to promote safety throughout the community.

	Action	Responsible Department	Target Date
3.5.1	Evaluate the need and potential options for establishing a rental registration and inspection program	Neighborhood Services	Third Quarter (April - June 2023)
3.5.2	Cultivate partnerships with local nonprofits and develop a Community Safety Action Plan to support and prepare the community in the event of emergencies and national disaster *This was determined to be a **High Priority** by city council during strategic planning*	Fire (Emergency Management)	First Quarter (October - December 2022)
3.5.3	Continue to enhance Community Risk Reduction efforts (drowning prevention, CPR, Stop the Bleed, etc.), making our city a safer place to live, work and visit	Fire (Community Risk Reduction Divison)	Fourth Quarter (July - September 2023)
3.5.4	Upgrade the city's outdoor warning system to interface with the Everbridge communication platform, which will automatically issue National Weather Service warnings	Fire (Emergency Management)	Second Quarter (January - March 2023)

FOCUS AREA 4

Great Place to Live

through Expanded Quality of Life Amenities

OBJECTIVE

To make the City of Burleson a premier place to live, learn and play by providing outstanding cultural, recreational and educational opportunities that enrich the lives of our residents.

GOAL 1

Provide high-quality parks for residents by expanding park amenities and options; enhancing city's trail network; and improving access to parks facilities.

GOAL 2

Provide high-quality recreation opportunities, events and facilities for residents by expanding programs and options for all ages and abilities that enrich the quality of life for residents.

GOAL 3

Provide outstanding cultural, educational and entertainment opportunities by cultivating mutually beneficial partnerships with area education and government entities, the business community, and not-for-profits.

FOCUS AREA 4

Great Place to Live
through Expanded Quality of Life Amenities

GOAL 1

Provide high-quality parks for residents by expanding park amenities and options; enhancing city's trail network; and improving access to parks facilities.

	Action	Responsible Department	Target Date
4.1.1	Develop a 5-year capital program based on the Parks Master Plan *This was determined to be a **High Priority** by city council during strategic planning*	Parks and Recreation	Fourth Quarter (July - September 2023)
4.1.2	Complete design and begin construction for Village Creek trail to improve interconnectivity to the current trail system	Parks and Recreation	Third Quarter (April - June 2023)
4.1.3	Finalize design and begin construction for Shannon Creek Park	Parks and Recreation	Third Quarter (April - June 2023)
4.1.4	Renovate and refurbish park amenities in neighborhood parks throughout the city	Parks and Recreation	Fourth Quarter (July - September 2023)

GOAL 2

Provide high-quality recreation opportunities, events and facilities for residents by expanding programs and options for all ages and abilities that enrich the quality of life for residents.

	Action	Responsible Department	Target Date
4.2.1	Develop vision and create options for a Community Multi-Purpose Art Center space *This was determined to be a **Top Priority** by city council during strategic planning*	City Manager's Office	Fourth Quarter (July - September 2023)
4.2.2	Utilize a consultant to complete an analysis to identify long-term library facility and service delivery methods *This was determined to be a **Top Priority** by city council during strategic planning*	Community Services (Public Library)	Third Quarter (April - June 2023)
4.2.3	Develop options to increase teen recreational programming in the city's library and recreational facilities *This was determined to be a **High Priority** by city council during strategic planning*	Community Services (Public Library)/Parks and Recreation	Second Quarter (January - March 2023)
4.2.4	Enhance programming at the Senior Activity Center to offer additional activities to increase center utilization	Community Services (Senior Activity Center)	Third Quarter (April - June 2023)
4.2.5	Pursue mobile programming and services for recreation opportunities to ensure all areas of the community are provided city resources	Community Services (Public Library)/Parks and Recreation	Third Quarter (April - June 2023)

GOAL 3

Provide outstanding cultural, educational and entertainment opportunities by cultivating mutually beneficial partnerships with area education and government entities, the business community, and not-for-profits.

	Action	Responsible Department	Target Date
4.3.1	Install a video system in the Mayor Vera Calvin Plaza to showcase city events to visitors and those in our community with sensory sensitivities or disabilities	Community Services (Marketing and Communications)	First Quarter (October - December 2022)
4.3.2	Begin construction of Alley Cats Entertainment facility and continue to work with the development community to develop family entertainment venues	Economic Development	First Quarter (October - December 2022)
4.3.3	Partner with Burleson ISD to successfully transfer Hill College to the former Kerr Middle School site	City Manager's Office	Third Quarter (April - June 2023)
4.3.4	Evaluate Hotel/Motel Occupancy Tax policy to enhance and attract community events and festivals to our community	Economic Development	Third Quarter (April - June 2023)
4.3.5	Consider options and incentives to partner with the development community to build a convention/civic center	City Manager's Office	Third Quarter (April - June 2023)

COMPLETED ITEMS

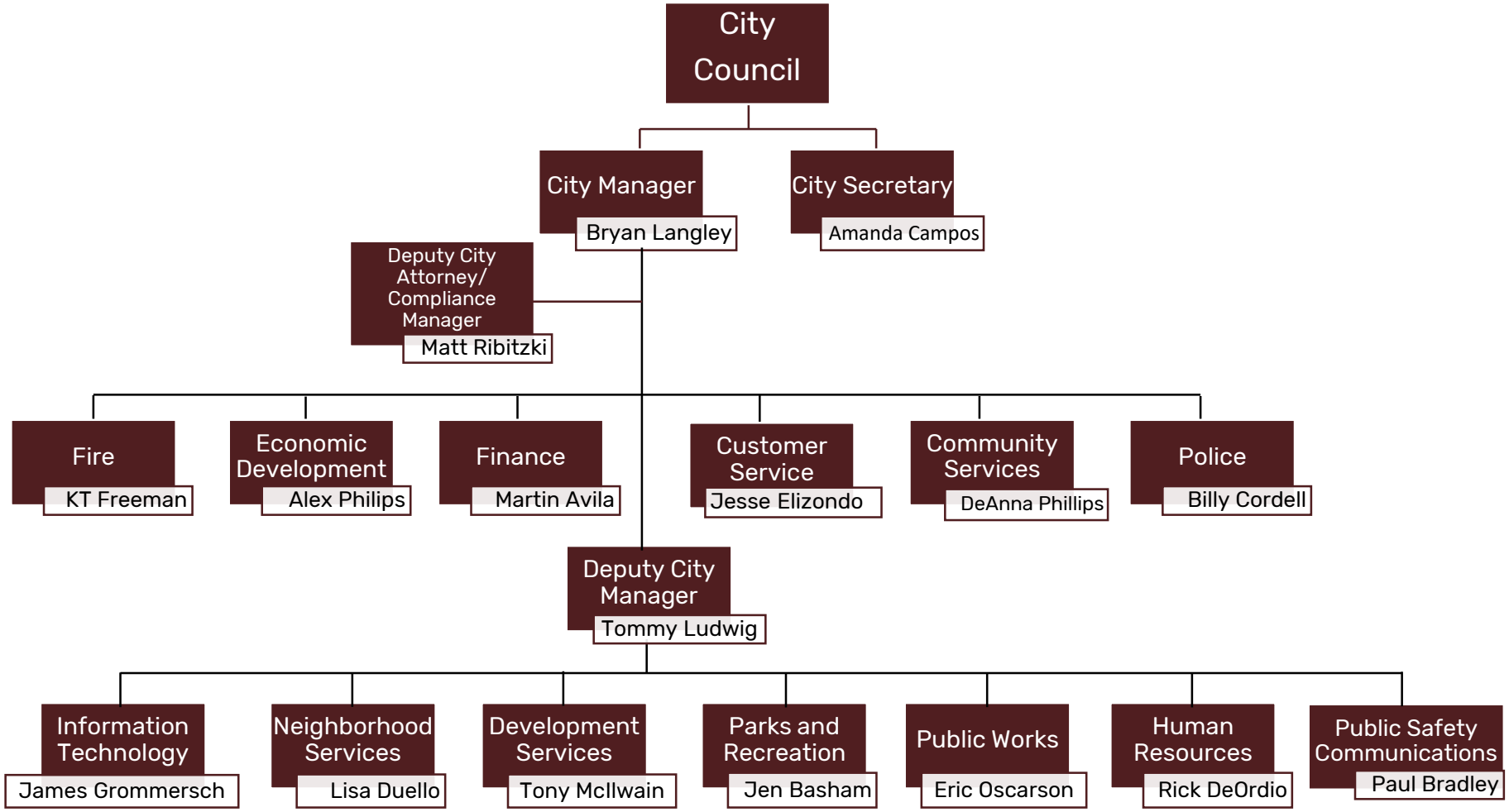
Other action items that were identified in the strategic plan that were accomplished in FY 21-22.

Action	Responsible Department
Develop long-term financial model to explore revenues, expenditures and staff projects needed for city's growth and buildout	Finance
Develop a business recruitment, retention and expansion plan	Economic Development
Update of the city's subdivision ordinance	Development Services


THE CITY OF
BURLESON
TEXAS

THE CITY OF BURLESON TEXAS

Organizational Chart



Revised July 783

CITY OF BURLESON FUND STRUCTURE BY BUDGETARY BASIS

Governmental Actvities

Modified Accrual Basis of Accounting

Government Fund	
Debt Service Funds	General Debt Service
	Type 4B Debt Service
	Type 4A Debt Service
Special Revenue Fund	Parks Performance Fund
	Type 4B Special Revenue Fund
	Type 4A Special Revenue Fund
	Economic Development Fund
	Hotel/Motel Fund

Business Activities

Accrual Basis of Accounting

Enterprise	Water and Wastewater
	Solid Waste
	Hidden Golf Course
	Cemetary
Internal Service	Equipment Services
	Equipment Replacement-Government
	Equipment Replacement-Business
	Support Services

Note: Basis for budget is the same as for audited financial statements.

CITY OF BURLESON FUND DESCRIPTION

Governmental

Modified Accrual Basis of Accounting

MAJOR FUNDS:

FUND	DESCRIPTION	MAJOR REVENUE SOURCES	MAJOR SERVICES PROVIDED
General	Most basic fund used in COB	• Property Taxes • Sales Taxes • Licenses and Permits • Fines & Forfeitures • Interest • Miscellaneous • Other Sources	• General Administration • Public Safety • Community Services • Public Works (Except Water/Wastewater and Solid Waste)
Burleson Community Services Development Corporation (4B) Special Revenue Fund	Special Revenue Fund	• 1/2 cent Sales Tax	• Economic Development
4A Corporation Special Revenue Fund	Special Revenue Fund	• 1/2 cent Sales Tax	• Economic Development
Parks Performance Special Revenue Fund	Special Revenue Fund	• User Fees	• Burleson Recreation Center (BRiCk) • Ballfields
General Debt Service Fund	Debt Service Fund	• Property Taxes	• Payment of General Long-term Debt Obligations

NON-MAJOR FUNDS:

FUND	DESCRIPTION	MAJOR REVENUE SOURCES	MAJOR SERVICES PROVIDED
Economic Development Fund	Special Revenue Fund	• Property Taxes • Sales Taxes	• Economic Development Incentives
Hotel/Motel Fund	Special Revenue Fund	• 7% room occupancy tax	• Economic Development
Burleson 4A Corporation Debt Service Fund	Debt Service Fund	• 1/2 cent Sales Tax	• Payment of 4A Long-term Debt Obligations
Burleson Community Service Development Corporation (4B) Fund Special Revenue Fund	Debt Service Fund	• 1/2 cent Sales Tax	• Payment of 4B Long-term Debt Obligations

CITY OF BURLESON FUNDS DESCRIPTION

Proprietary

Accrual Basis of Accounting

Major Funds:

FUND	DESCRIPTION	MAJOR REVENUE SOURCES	MAJOR SERVICES PROVIDED
Water & Wastewater Fund	Enterprise Fund	• Water and Wastewater Charges	• Water and wastewater services for citizens
Hidden Creek Golf Course Fund	Enterprise Fund	• Golf Fees	• Golf Course
Solid Waste	Enterprise Fund	• Solid Waste Fees	• Garbage and recycling services for citizens

Non-Major Funds:

FUND	DESCRIPTION	MAJOR REVENUE SOURCES	MAJOR SERVICES PROVIDED
Cemetery	Enterprise Fund	• Cemetery Fees	• Maintenance and operations of Cemetery
Equipment Services	Internal Service Fund	• Equipment charges received from other funds	• Vehicles and other equipment for other departments
Equipment Replacement - Governmental	Internal Service Fund	• Replacement charges from other governmental departments	• Money set aside for replacement of governmental funds' vehicles and equipment
Equipment Replacement - Business	Internal Service Fund	• Replacement charges from enterprise departments	• Money set aside for replacement of enterprise funds' vehicles and equipment
Support Services Fund	Internal Service Fund	• Transfers from other funds	• Centralized Information Technology charges

BASIS OF BUDGETING

GOVERNMENTAL FUNDS

All budgets prepared for governmental funds are budgeted on a basis similar to the modified accrual basis of accounting. Under this basis of accounting, revenues are recognized when they become measurable and available to finance expenditures of the current period.

Expenditures are generally recognized when the related fund liability is incurred. However, there are two fundamental differences between the bases used to report the City's financial plan, (i.e., the budget) versus the basis used to report the historical results of financial operations (the Comprehensive Annual Financial Report or CAFR).

Firstly, the City employs full encumbrance accounting at the budgetary level. Encumbrances represent commitments related to unperformed contracts for goods or services. Encumbrances outstanding at year end represent the estimated amount of expenditures ultimately to result if unperformed contracts in process at year-end are completed. Encumbrances outstanding at year-end constitute neither expenditures nor liabilities on a modified accrual basis of accounting. However, on a budgetary basis these amounts are reflected as having been funded by appropriations of the budget in force at the time the encumbrance was created. For example, assume that an item was encumbered and ordered in 20X4 then delivered and invoiced in 20X5. For budgetary purposes, the transaction would be reflected in the 20X4 budget, the year the encumbrance is established. For financial reporting purposes, the transaction would be reported in 20X5; the year the item was delivered and the related liability was incurred. One should note that encumbrance accounting affects the timing of expenditure recognition, not the amount.

Employing encumbrance accounting at the budgetary level tends to promote the earliest possible recognition of financial obligations and requires the City to officially identify and appropriate funding at this early stage. The City's CAFR contains a reconciliation between the budget or financial plan and the actual results of operations. This reconciliation reflects the adjustments necessary to report the results of operations on a budgetary basis rather than a modified accrual basis.

PROPRIETARY FUNDS

Budgeting for business-like funds are called Proprietary Funds. There are two types, the Enterprise and Internal Service Funds. Both are prepared in a manner similar to the basis used in the accrual method of accounting but the treatment of capital purchases represents an area in which fundamental differences exist. These differences are, once again related to the timing rather than the amount of expenditures.

In an accrual accounting environment, such as that used in the preparation of appropriate sections of the AFR, capital purchases do not immediately give rise to expenses. Instead, capital items are recorded as assets and depreciated over their useful lives.

Each year an amount of depreciation is recorded as an expense. So, in effect, the cost of the asset is spread over a period equal to the life of the asset. For budgetary purposes, the full cost of the asset is charged to the budget during the period in which the item was purchased. This method accelerates the recognition of an item's cost and forces the City to officially identify and appropriate funding at the earliest possible stage.

THE CITY OF
BURLESON
TEXAS

The Relationship Between Functional Units:

Operations and Accounting Funds

DEPT/DIV Description	GENERAL	WATER WASTEWATER	SOLID WASTE	EQUIPMENT SERVICE	GOLF COURSE	GOVT EQUIP REPLACE	PROP EQUIP REPLACE	PARKS PERFORMANCE	4A SPECIAL REVENUE FUND	SUPPORT SERVICES
ADMINISTRATIVE SERVICES										
1011 City Manager's Office	X					X				
1015 Human Resources	X					X				
1016 Legal Services	X					X				
1017 Communications	X					X				
CITY SECRETARY'S OFFICE										
1411 City Secretary's Office	X					X				
1412 City Council	X									
1413 Records & Information Services	X					X				
1415 Judicial Services	X					X				
LIBRARY										
1611 Library	X					X				
1612 Burleson University	X					X				
FINANCE										
2011 Finance	X					X				
2013 Support Services	X					X				
2014 Purchasing	X					X				
PUBLIC SAFETY										
3011 Police	X					X				
3012 Fire	X					X				
3013 Fire Prevention	X					X				
3014 Emergency Services	X					X				
3015 Municipal Court	X					X				
3016 Marshals	X					X				
PUBLIC WORKS										
2041 Utility Customer Service		X					X			
4011 Public Works Admin	X									
4013 Solid Waste			X				X			
4016 Facilities Maintenance	X					X				
4017 Streets Pavement Maintenance	X					X				
4018 Streets Drainage Maintenance	X					X				
4019 Streets Traffic Maintenance	X					X				
4041 Water/Wastewater Services		X					X			
4042 Wastewater Services		X					X			
4051 Equipment Services				X		X				
NEIGHBORHOOD SERVICES										
4511 Neighborhood Services Administration	X									
4514 Animal Services	X					X				
4515 Environmental Services	X									
5013 Code Enforcement	X					X				
PLANNING AND ENGINEERING SERVICES										
5010 Development Services Admin	X									
5011 Planning	X									
5012 Building Inspections	X					X				
5511 Engineering - Capital	X					X				
5512 Engineering - Development	X					X				
5513 Gas Well Development	X					X				
PARKS AND RECREATION										
6011 Parks & Recreation Admin	X									
6012 Recreation	X					X				
6013 Parks	X					X				
6015 Senior Citizens Center	X					X				
6017 BRiCk						X		X		
6018 Ballfields						X		X		
6019 Russell Farm						X		X		
4A SPECIAL REVENUE FUND										
1014 Economic Development									X	

The Relationship Between Functional Units:

Operations and Accounting Funds

DEPT/DIV Description		GENERAL	WATER WASTEWATER	SOLID WASTE	EQUIPMENT SERVICE	GOLF COURSE	GOVT EQUIP REPLACE	PROP EQUIP REPLACE	PARKS PERFORMANCE	4A SPECIAL REVENUE FUND	SUPPORT SERVICES
HIDDEN CREEK GOLF COURSE											
8011	Golf Course Administration					X		X			
8012	Pro Shop					X		X			
8013	Golf Course Maintenance					X		X			
8015	Food & Beverage Services					X		X			
ADMINISTRATIVE SERVICES											
1511	Information Technology						X				X

City of Burleson, Texas

FINANCIAL POLICY STATEMENTS

Proposed Revisions 6/21/2021

I. STATEMENT OF PURPOSE

The intent of the following Financial Policy and Financial Management Policy is to enable the City to achieve a long-term stable and positive financial condition. The guiding principles of the City's financial management include integrity, prudent stewardship, planning, accountability, and full disclosure.

The more specific purpose is to provide guidelines to the Finance Director in planning and directing the City's day-to-day financial affairs and in developing recommendations to the City Manager and City Council.

The scope of these policies generally spans, among other issues, accounting, auditing, financial reporting, internal controls, operating and capital budgeting, revenue management, cash and investment management, expenditure control, debt management, and planning concepts, in order to:

a. present fairly and with full disclosure the financial position and results of financial operations of the City in conformity to generally accepted accounting principles (GAAP) as set forth by the governmental accounting standards board (GASB), and

b. determine and demonstrate compliance with finance related legal and contractual issues in accordance with provisions of the Texas Local Government Code and other pertinent legal documents and mandates.

II. GENERAL IMPLEMENTATION AND COMPLIANCE GUIDELINES

A. FINANCE COMMITTEE. The Finance and Internal Services City Council Committee, the City Manager, and the Finance Director shall be designated as the Finance Committee. The committee may meet quarterly, or as needed. The committee will report to the City Council within 10-14 days after each meeting. The function of the committee will be:

1) Fiscal policy review.
2) Auditor selection recommendation.
3) Investment policy review and guidance.
4) Long-range planning.

B. ANNUAL REVIEW. Based upon the results and recommendations of the Finance Committee review, the Council will annually approve the fiscal policies.

C. IMPLEMENTATION, COMPLIANCE, ACCOUNTABILITY AND REVIEW. The Finance Director will be accountable for implementing these policies and will, to the best of his or her knowledge, make the City Manager**,** Finance Committee and the City Council aware of any variances in practice from these policies or any other deviation from prudent financial practices in accordance with GAAP, the city charter, state laws and/or ethics of the profession. Any variances will be presented at quarterly meetings of the Finance Committee, unless there is a need for a special meeting.

III. ACCOUNTING, AUDITING, AND FINANCIAL REPORTING

A. ACCOUNTING. The City is solely responsible for the reporting of its financial affairs, both internally and externally. The City Manager is the City's Chief Fiscal Officer and the head of the administrative branch of the City government. The Director of Finance is appointed by the City Manager to have full charge of the administration of the financial affairs of the City, as specified in the City's Charter Article VII, Section 68.

B. AUDITING. An independent certified public accounting (CPA) firm will perform annual financial audits.

1) Qualifications of the Auditor. In conformance with the City's Charter and according to the provisions of Texas Local Government Code, Title 4, Chapter 103, the City will be audited annually by outside independent accountants. ("auditor").

2) Auditor Repute. The auditor must be a CPA firm of good reputation and must demonstrate that it has the breadth and depth of staff to conduct the City's audit in accordance with generally accepted auditing standards and contractual requirements. The auditor must be registered as a partnership or corporation or certified public accountants, holding a license under Article 41a-1, Section 9, of the Civil Statutes of Texas, capable of demonstrating that it has sufficient staff which will enable it to conduct the City's audit in accordance with generally accepted auditing standards as required by the City Charter and applicable state and federal laws.

3) Timing. The auditor's report on the City's financial statements will be completed within 150 days of the City's fiscal year end.

4) Management Letter. The independent CPA firm shall provide a management letter, if one is issued, no later than March 31 following the end of each fiscal year. The auditor will prepare and will jointly review the management letter with the Finance Committee within 20 working days of its receipt by the staff. Within 10 days of this joint review, the Finance Director shall respond in writing to the City Manager and City Council regarding the auditor's management letter, addressing the issues contained therein. The Council shall schedule its formal acceptance of the auditor's report upon the resolution of any issues resulting from the joint review.

5) Responsibility of Auditor to City Council. The auditor is accountable to the City Council and will have access to direct communication with the City Council if the City Staff is unresponsive to auditor recommendations or if the Auditor considers such communication necessary to fulfill its legal and professional responsibilities.

6) Rotation of Auditor. The City will not require an auditor rotation, but will circulate requests for proposal for audit services at least every five years. Should the City Council be dissatisfied with the auditor's performance, it may request new proposals at any time. Year to year authorization to continue shall be done by July 1st of each year.

7) Auditor Accountability to Staff. The following will be provided to City Staff by the auditor:

   a. Hourly time sheets accounting for time spent both by audit phase and level of auditor will be submitted to the City on a monthly basis.

   b. Copies of all work papers, either electronically or on paper, will be furnished to the City upon completion of the audit. Originals will be maintained at the auditor's office.

C. FINANCIAL REPORTING.

1) External Reporting.

   a. Scope. The Financial Report shall be prepared in accordance with generally accepted accounting principles (GAAP).

   b. Timing. The Report shall be presented to the Council within 150 calendar days of the City’s fiscal year end. If City staffing limitations preclude such timely reporting, the Finance Director will inform the City Council of the delay and the reasons thereof.

   c. Awards. The Report shall be presented annually to the Government Finance Officer's Association (GFOA) for evaluation and consideration for the Certificate of Achievement for Excellence in Financial Reporting. (For a discussion of this award, see XI.C. below).

2) Internal Reporting. The Finance Department will prepare internal financial reports, sufficient to plan, monitor, and control the City's financial affairs. Internal financial reporting objectives are addressed throughout these policies. (See Section IV. Budgeting, C. Reporting, below).

IV. OPERATING BUDGET.

A. PREPARATION. Budgeting is an essential element of the financial planning, control, and evaluation process of municipal government. The City's "operating budget" is the City's annual financial operating plan. The scope of the budget includes all funds for which the City will adopt a formal budget, including Government Funds, Proprietary Funds, and Fiduciary Funds.

1) Budgetary Process. The budget is prepared by the City Manager or his/her designee with the cooperation of all City Departments. The budget should be presented to the City Council between 60 and 90 days prior to fiscal year end, and should be enacted by the City Council prior to fiscal year end in accordance with the Charter.

2) Awards. If feasible, the operating budget will be submitted to the GFOA annually for evaluation and consideration for the Award for Distinguished Budget Presentation.

3) Basis of Budgeting. The basis of budgeting will be the same as the basis of accounting; that is, that budgets for the General Fund and the Special Revenue Funds are prepared on the modified accrual basis of accounting, and budgets for the Utility (Proprietary) Funds are prepared on a full accrual basis, except that capital purchases and depreciation are not adjusted until year-end financial reporting.

4) Financial Forecast. A five-year financial forecast shall be prepared annually, projecting revenues and expenditures for all operating and capital funds. This forecast shall be used as a planning tool in developing the following year's operating budget.

5) Proposed Budget Format. A proposed budget shall be prepared by the Manager with the participation of all of the City's Department Directors, within the provisions of the City Charter. The budget shall include at least four basic segments for review and evaluation. These segments are: (1) personnel costs, (2) operations and maintenance costs, (3) capital and other (non-capital) project costs, and (4) revenues. A four column format should be used such that prior year actual, current year budget and revised, and next year proposed are all clearly shown.

6) Council Participation. The budget review process shall include Council participation in the development of each of the four segments of the proposed budget and a Public Hearing to allow for citizen participation in the budget preparation. The budget process shall span sufficient time to address policy and fiscal issues by the Council. The budget process will be coordinated so as to identify major policy issues for City Council consideration prior to the budget approval date so that proper decision analysis can be made.

7) Filing and Adoption. Upon the presentation of a proposed budget document acceptable to the Council, the Council shall call and publicize a public hearing and adopt by Ordinance such budget as the City's Official Budget, effective for the fiscal year beginning. A copy of the proposed budget shall be filed with the City Secretary in accordance with the provisions of the City Charter. Should the Council fail to take final action on or before the last day of the fiscal year, the budget as submitted by the City Manager shall be deemed to have been finally adopted by the City Council.

8) Amending the Official Budget. The council may amend the budget for municipal purposes in accordance with state law.

9) Encumbrances. Encumbrances outstanding at the end of each fiscal year shall be reflected as reservations of fund balance. Subsequent year's payments on previously encumbered funds will be reflected as expenditures in the current year. For Encumbrances that are brought forward from the previous year, budgets iwill be adjusted by the encumbered amount in the current year .

B. BALANCED BUDGET. The operating budget will be balanced with current revenues and other resources greater than or equal to current expenditures/expenses. Use of beginning balances and other reserves to balance operations will be disclosed in the document with the underlying rationale.

C. REPORTING. Monthly financial reports will be prepared to enable the Department Managers to manage their budgets and to enable the Finance Director to monitor and control the budget as authorized by the City Manager. Summary

financial reports will be presented to the departments within 7 business days.City Council will receive a quarterly financial summary of key funds within 30 to 45 days after the end of each quarterly period (December, March, June and September).

D. CONTROL. Operating Expenditure Control is addressed in Section VI.C. of these Policies.

E. ACTIVITY INDICATORS AND STATISTICS. Where appropriate, activity indicators and statistics will be used as guidelines and reviewed for efficiency and effectiveness. This information will be considered in the annual budgeting process and reported to the City Council regularly.

F. OPERATING POSITION. The guidelines that the City should be following to assure fiscal stability are those outlined in Financial Condition/ Reserves/Stability Ratios (IX.A. through F.).

V. REVENUE MANAGEMENT.

A. The City will strive for the following optimum characteristics in its revenue system:

1) SIMPLICITY. The City, where possible and without sacrificing accuracy, will strive to keep the revenue system simple in order to reduce compliance costs and to make it more understandable to the taxpayer or service recipient. The City will avoid nuisance taxes or charges as revenue source.

2) CERTAINTY. A knowledge and understanding of revenue sources increases the reliability of the revenue system. The City will understand its revenue sources and enact consistent collection policies to provide assurances that the revenue base will materialize according to budgets and plans.

3) EQUITY. The City shall make every effort to maintain, equity in its revenue system structure; i.e., the City shall seek to minimize or eliminate all forms of subsidy between entities, funds, services, utilities, and customers. The City shall require that there be a balance in the revenue system; i.e., the revenue base will have the characteristic of fairness and neutrality as it applies to cost of service, willingness to pay, and ability to pay.

4) ADMINISTRATION. The benefits of a revenue will exceed the cost of collecting and administering the revenue program. The cost of collection will be reviewed annually for cost effectiveness as a part of the indirect cost and cost of services analysis. Where appropriate, the City will use the administrative processes of State or Federal collection agencies in order to reduce administrative costs.

5) DIVERSIFICATION AND STABILITY. In order to protect from fluctuations in a revenue source due to fluctuations in the economy and variations in weather, a diversified revenue system will be maintained which has a stable source of income. This stability is also achieved by a balance between elastic and inelastic sources of revenues.

6) GRANTS AND RESTRICTED REVENUES. In order to maintain flexibility in the revenue system, restricted revenues will be kept to a minimum, and shall be pursued on a cost-benefit basis. All grants and other federal/state, and restricted funds shall be managed and accounted to comply with the laws, regulations, and guidance of the grantor.

B. The following considerations and issues will guide the City in its revenue policies concerning specific sources of funds:

1) COST/BENEFIT OF ABATEMENT. The City will use due caution in the analysis of any tax or fee incentives that are used to encourage development. Ideally, a cost/benefit (fiscal impact) analysis will be performed as a part of such caution.

2) NON-RECURRING REVENUES. One-time or non-recurring revenues will not be used to finance current ongoing operations. Non-recurring revenues should be used only for one-time expenditures such as long-lived capital needs.

3) PROPERTY TAX REVENUES. All real and business personal property located within the City shall be valued at 100% of the fair market value for any given year based on the current appraisal supplied to the City by the Johnson County Appraisal District and Tarrant County Appraisal District. Total taxable valuation will be reappraised and reassessed in accordance with State statute, in order to maintain current market values.

A 98% collection rate shall serve each year as a goal for tax collections. All taxes shall be aggressively pursued each year by the City's appointed tax assessor/collector. Tax accounts delinquent July 1st shall be submitted for collection each year to an attorney selected by the City Council. A penalty shall be assessed on all property taxes delinquent in accordance with State law and shall include all court costs, as well as an amount for compensation of the attorney as permitted by State law and in accordance with the attorney's contract with the City. Annual performance criteria will be developed for the attorney.

4) INTEREST INCOME. Interest earned from investment of available monies, whether pooled or not, will be distributed to the funds in accordance with the operating and capital budgets which, wherever possible, will be in accordance with the equity balance of the fund from which monies were provided to be invested.

5) USER-BASED FEES AND SERVICE CHARGES. For services associated with a user fee or charge, the direct and indirect costs of that service will be offset by a fee where possible. There will be an annual review of fees and charges to ensure that fees provide adequate coverage of costs of services. User charges may be classified as "Full Cost Recovery", "Partial Cost Recovery," and "Minimal Cost Recovery," based upon City Council policy.

6) UTILITY RATES. The City will review and adopt utility rates annually that will generate revenues required to fully cover operating expenditures, meet the legal restrictions of all applicable bond covenants, and provide for an adequate level of working capital needs. This policy does not preclude drawing down cash balances to finance current operations. However, it is best that any extra cash balance be used instead to finance capital projects. Components of Utility Rates will include transfers to the General Fund as follows:

   a. General and Administrative Charge. An administrative fee will be charged to the Utility Fund for services of general overhead, such as administration, finance, personnel, data processing, and legal counsel. This fee will be documented through a cost allocation procedure.

   b. Franchise payment. A rate consistent with those charged to private utilities will be charged to the Utility Fund.. This rate may be either raised or lowered so as to be consistent with those of the private utilities.

   c. Payment in lieu of Property Tax (PILOT). A fee will be charged to the Utility Fund to equate to property taxes lost due to municipal ownership. Net book value will be used as a basis, barring absence of known market value. The existing tax rate will be applied to this base to determine the PILOT charge.

7) REVENUE MONITORING. Revenues received will be regularly compared to budgeted revenues and significant variances will be investigated. This process will be summarized in the appropriate budget report.

VI. EXPENDITURE CONTROL

A. APPROPRIATIONS. The level of budgetary control is at the Department level budget in the General and Enterprise Funds, and at the fund level in all other funds. When budget adjustments among Departments and/or funds are necessary, these must be approved by the City Council. Budget appropriation amendments at lower levels of control, which is defined as transfers that increase budgetary fund balances, shall be made in accordance with the applicable administrative procedures.

B. AMENDMENTS TO THE BUDGET. In accordance with the City Charter, all budget amendments shall be approved by the Council.

C. CENTRAL CONTROL. No recognized or significant salary or capital budgetary savings in any Department shall be spent by the Department Director without the prior authorization of the City Manager. However, Department Directors are authorized to approve budgetary line items transfers in the same fund within their own assigned departments. The City

Manager assigns Departments to each Director as areas of their responsibilities, and documents it in the City's Organization Chart.

D. PURCHASING. All purchases should be in accordance with the City's purchasing policies as defined in the Purchasing Manual. In accordance with Charter provisions, purchases and contracts as per the City's Procurement Policy, will be reviewed and recommended by staff and presented to Council for approval.

E. PROMPT PAYMENT. All invoices approved for payment by the proper City authorities shall be paid by the Finance Department within thirty (30) calendar days of receipt in accordance of Government Code Title 10. General Government, Subtitle F. State and Local Contracts and Fund Management, Chapter 2251.021 and other related state and local government laws and regulations.

F. EQUIPMENT FINANCING. Equipment is accounted for at the original acquisition cost, which includes purchase price plus any costs incurred to place the equipment in service. Equipment may be leased or financed when the unit purchase price is $5,000 or more and the useful life is at least five years. Departments shall contact the Finance Department for transfer or disposal instructions.

G. RISK MANAGEMENT. The City will aggressively pursue every opportunity to provide for the Public's and City employees' safety and to manage its risks. The goal shall be to minimize the risk of loss of resources through liability claims with an emphasis on safety programs. All reasonable options will be investigated to finance risks. Such options may include risk transfer, insurance, and risk retention.

H. AUTHORIZATION OF PAYMENT. Two signatures are required to conduct business of behalf City of Burleson, Texas. BOTH the City Manager and the Director of Finance, or their designee(s), are hereby authorized to execute the required Agreement with the Bank Depository. Designee(s) who are authorized to transact business on behalf of the City Manager are a City of Burleson's Deputy City Manager or the City Secretary. The designee who is authorized to transact business on behalf of the Director of Finance is the City of Burleson's Assistant Director of Finance. Payments may use reproducible authorized signature(s) or ACH (automated clearinghouse)

I. AUTHORIZATION OF WIRE TRANSFERS BY THE CITY.

1. In general, attachments A through D to this Policy are as follows:

    a. Attachment "A" List of authorized individuals who may approve wire transfers.
    b. Attachment "B" Designation of Custodial/Safekeeping Agent.
    c. Attachment "C" List of authorized Investment Pools.
    d. Attachment "D" List of authorized Paying Agents.

    Changes to attachments for revisions, additions, or deletions to any of the designations on Attachment "A", "B", "C" and "D" shall require the approval of two individuals listed on Group B as listed on Attachment "A". Copies of additions, deletions, and changes will be provided to the Finance Committee at their next regular scheduled meeting.

2. SECURITY PURCHASES.

    a. Two employees designated on Group A of Attachment "A" must approve wire transfers associated with security purchases.
    b. All security purchases shall be executed "delivery vs. payment."
    c. Any change in the City's custodial relationship must be approved by two individuals designated in Group B of Attachment "A".

3. INVESTMENT POOLS

a. Two employees designated on Group A of Attachment "A" must approve wire transfers to designated investment pools.

b. Any revision, addition or deletions to the list of designated investment pools shall require the approval of two individuals designated in Group B of Attachment "A". Copies of additions, deletions, and changes will be provided to the Finance Committee at their next regularly scheduled meeting.

4. PAYING AGENTS

a. Two individuals designated on Group A of Attachment "A" must approve wire transfers to designated paying agents.

b. Any revision, addition or deletion to the list of designated paying agents will require the approval of two individuals designated in Group B of Attachment "A". Such approval shall not be necessary when supplementary information unrelated to the accounts varies. For example, the paying agent may request that the wire include a notation that the transaction is to the attention of a certain individual. So long as the wire is the benefit of an authorized account, such clarifying information is permissible. Copies of additions, deletions, and changes will be provided to the Finance Committee at their regular scheduled meeting.

5. MISCELLANEOUS

a. Wire transfers to any party not involving a security purchase destined for custodial safekeeping with an approved organization, or to an authorized investment pool, or to an authorized paying agent, shall require the approval of two authorized individuals in Group B of Attachment "A". Copies of such transactions will be provided to the Finance Committee at their next regularly scheduled meeting.

6.

VII. ASSET MANAGEMENT

A. INVESTMENTS. The Finance Director shall promptly invest all City funds with the Bank Depository in accordance with the provisions of the current Bank Depository Agreement or in any negotiable instrument that the Council has authorized under the provisions of the Texas Public Funds Investment Act and in accordance with the City Council approved Investment Policy.

B. CASH MANAGEMENT. The City's cash flow will be managed to maximize the cash available to invest. Such cash management will entail the centralization of cash collections, where feasible, including property tax payments, utility bills, municipal fines, building and related permits and licenses, and other collection offices as appropriate. Cycle billing will be used where appropriate.

C. FIXED ASSETS AND INVENTORY. These assets will be reasonably safeguarded and properly accounted for, and prudently insured. A fixed asset of the City shall be defined as a purchased or otherwise acquired piece of equipment, vehicle, furniture, fixture, capital improvement, addition to existing capital investments, land, buildings or accessioned Library materials. The cost or value of any such acquisition must be $5,000 or more within an expected useful life greater than one year. All City departments with inventory are required to conduct a physical inventory under their control on an annual basis.

D. DEPOSITORIES The City Council, having given due consideration to all of its options and taking into consideration what is in the best interest of the municipality, hereby authorizes the consideration of applications of depositories not doing

business within the City of Burleson, Texas so long as that bank maintains a business location within a five-mile radius of Burleson City Hall. This authorization encompasses all of the depository uses and requirements of the City.

VIII. CAPITAL BUDGET AND PROGRAM

A. PREPARATION. The City will endeavor to develop a capital budget to include all capital projects being considered and all resources for capital funding. The budget will be prepared on a fiscal year ending calendar and reported annually.. The capital budget will be prepared by the Finance Director with the involvement of all department staff as needed.

B. CONTROL. All capital project expenditures must be appropriated in the capital budget at a project level. The Finance Department must certify the availability of such appropriations or the availability of resources needed to be appropriated before a capital project contract is presented to the City Council for approval. Any remaining funds of a completed project not allocated by City Council will be closed into an unallocated account in the same fund. Similar projects are to be grouped together in a fund based on type of project and source of funding, using the similar Capital Projects Fund classifications for reporting purposes in the Annual Financial Report.

C. PROGRAM PLANNING. The capital budget will include capital improvements program plans for future years. The planning time frame should normally be at least five years. The replacement and maintenance for capital items should also be projected for the next 5 years. Future maintenance and operational costs will be considered at the initiation of a project so the costs can be included in the relevant operating budget.

D. FINANCING PROGRAMS. Where applicable, assessments, impact fees, pro-rata charges, or other fees should be used to fund capital projects having a primary benefit to specific, identifiable property owners.

E. INFRASTRUCTURE MAINTENANCE. The City recognizes that deferring maintenance increases future capital costs. Therefore, a portion of the appropriate fund's budget will be set aside each year to maintain the quality of the City's infrastructure. The inclusion of infrastructure maintenance and replacement costs in the current operating budget will place the burden of the costs and repairs on the current users of the systems.

F. REPORTING. Periodic financial reports will be prepared to enable Department Managers to manage their capital budgets and to enable the Finance Department to monitor and control the capital budget as authorized by the City Manager. Summary capital projects status reports should be presented to the City Council quarterly.

IX. FINANCIAL CONDITIONS, RESERVES, AND STABILITY RATIOS

A. OPERATIONAL COVERAGE. (NO OPERATING DEFICITS). The City will maintain an operational coverage factor of 1.00, such that current operating revenues (plus approved fund balance appropriations) will equal or exceed current operating expenditures.

Deferrals, short-term loans, or one-time sources will be avoided as budget balancing techniques. Reserves will be used only for emergencies or non-recurring expenditures, except when balances can be reduced because their levels exceed guideline minimums as stated in Paragraph B, following.

B. OPERATING RESERVES/FUND BALANCES

a. Governmental funds of the City of Burleson shall be defined as follows:

1) General Fund The general fund should be used to account for and report all financial resources not accounted for and reported in another fund.

2) Special Revenue Funds Special revenue funds are used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditure for specified purposes other than debt service or capital projects. The restricted or committed proceeds of specific revenue sources

should be expected to continue to comprise a substantial portion of the inflows reported in the fund. Other resources (investment earnings and transfers from other funds, for example) also may be reported in the fund if those resources are restricted, omitted, or assigned to the specified purpose of the fund. Governments should discontinue reporting a special revenue fund, and instead report the fund's remaining resources in the general fund, if the government no longer expects that a substantial portion of the inflows will derive from restricted or committed revenue sources.

3) Capital Projects Funds Capital projects funds are used to account for and report financial resources that are restricted, committed, or assigned to expenditure for capital outlays, including the acquisition or construction of capital facilities and other capital assets. Capital projects funds exclude those types of capital-related outflows financed by proprietary funds or for assets that will be held in trust for individuals, private organizations, or other governments.

4) Debt Service Funds Debt service funds are used to account for and report financial resources that are restricted, committed, or assigned to expenditure for principal and interest, even if it is being accumulated for future years' payments. Debt service funds should be used to report resources if legally mandated.

5) Permanent Funds Permanent funds should be used to account for and report resources that are restricted to the extent that only earnings, and not principal, may be used for purposes that support the reporting government's programs. Permanent funds do not include private-purpose trust funds, which should be used to report situations in which the government is required to use the principal or earnings for the benefit of individuals, private organizations, or other governments. Currently the City of Burleson does not have any Permanent Funds.

2) Ending fund balances of the City of Burleson shall be reported according to the following classifications:

1) General Fund

i. 001 General Fund
ii. 002 General Fund – Health Insurance - Assigned

2) DEBT SERVICE FUNDS RESTRICTED:

i. 201 Debt Service Fund – General – Restricted
ii. 202 4B Sales Tax Debt Service – Restricted
iii. 203 4A Sales Tax Debt Service – Restricted

3) SPECIAL REVENUE FUNDS RESTRICTED/COMMITTED

i. 101 General Government SRF - Restricted
ii. 102 Public Safety SRF - Restricted
iii. 103 Public Works SRF – Restricted
iv. 104 Culture & Recreation SRF – Restricted
v. 105 Hotel/Motel SRF - Restricted
vi. 106 BCDC 4B Sales Tax SRF – Restricted
vii. 107 Public Safety Grants SRF – Restricted
viii. 109 Culture & Recreation Grant SRF – Restricted
ix. 110 BCDC 4A Sales Tax SRF – Restricted
x. 113 Economic Development Incentive SRF – Restricted
xi. 114 TIF #2 SRF – Restricted
xii. 115 Traffic Safety SRF – Restricted
xiii. 116 Parks Performance SRF – Committed
xiv. 117 General Government Grants SRF – Restricted
xv. 118 Burleson TIF #3 - Restricted
xvi. 150 PID #1 - Restricted

4) CAPITAL PROJECT FUNDS NON-BONDED - COMMITTED

i. 301 Street Paving Trust – Committed
ii. 302 Park Dedication Fund – Committed
iii. 352 Miscellaneous Capital Projects – Committed
iv. 351 4A Sales Tax Capital Project Fund – Committed
v. 350 4B Sales Tax Capital Project Fund – Committed
vi. 353-354 Mineral Lease Funded Capital Projects – Committed

3) CAPITAL PROJECT FUNDS BONDED – RESTRICTED Order of expenditure -- When committed, assigned and unassigned resources can be used for the same purpose, funds shall be spent in the sequence of committed resources first, assigned second, and unassigned last.

4) When it is appropriate for fund balance to be assigned, the Council delegates that authority to the Director of Finance.

5) It is the goal of the City that the unassigned fund balance of the General Fund should be at least 20% of the General Fund annual expenditures. This percentage is the equivalent of 73 days' expenditures. In order to adhere to the principles of matching current revenues with current expenditures and minimizing property taxes, the City will strive to maintain the fund balance if the unassigned balance grows beyond 90 days' expenditures.

6) The Water and Wastewater Fund working capital should be maintained at least at 20% of total operating expenditures or the equivalent of 73 days.

7) It is the goal of the City that the fund balance of the 4A Corp and 4B Corp, should maintain at least a 20% minimum of total operating expenditure or the equivalent of 73 days.

C. CAPITAL AND DEBT SERVICE FUNDS

1) Items in the Capital Projects Funds will be completed and paid for within 36 months of receipt of proceeds. Balances will be used to generate interest income to offset construction costs.

2) General Obligation Debt Service Funds will not have reserves. ..
The policy above does not preclude the debt service reserves normally established to market revenue bonds. The City's policy and bond ordinance requirements are to maintain these debt service reserves at the level of the average annual debt service.

3) Revenue Obligations will maintain Debt Coverage Ratios as specified by the bond covenants. The City is currently required to have net revenues in excess of average annual debt by 1.25 times. Net revenues must also exceed the maximum outstanding debt by 1.10 times. Both these tests must be met in order to issue additional bonds.

4) Obligations of Burleson's economic development corporations will maintain coverage ratios as specified by bond covenants. If the City issues obligations partially secured by a limited pledge of the corporations' sales tax revenues, not subject to the coverage ratios of the revenue bond covenants, coverage shall be maintained at no less than 1.25 times average annual debt service, and 1.15 times the maximum annual debt service. Both of these tests must be met in order to issue additional bonds.

X. TREASURY AND DEBT MANAGEMENT

A. CASH MANAGEMENT. Periodic review of cash flow position will be performed to determine performance of cash management and investment policies. A detailed policy structure will be followed with respect to Cash/Treasury Management. The underlying theme will be that idle cash will be invested with the intent to 1) safeguard assets, (2) maintain liquidity, and 3) maximize return. Where legally permitted, pooling of investments will be done.

The City will adhere to the investments authorized through the Texas' Public Funds Investment Act and the city's established comprehensive Investment Policies and Guidelines. Such policies clarifies acceptable investment securities, brokers, terms, and other pertinent investment information.

B. TYPES OF DEBTS

a. SHORT-TERM DEBT. Pursuant to the City Charter, tax anticipation notes ("TAN)") will be retired annually and will not exceed 25% of anticipated taxes. Bond anticipation notes ("BAN") will be retired within six months of completion of the project. Any short-term debt outstanding at year-end will not exceed 5% (including TAN but excluding BAN) of net operating revenues.

b. LONG-TERM DEBT. Long-term debt will not be used for operating purposes, and the life of a bond issue will not exceed the useful life of a project financed by that bond issue.

c. SELF-SUPPORTING DEBT. When appropriate, self-supporting revenues will pay debt service in lieu of tax revenues.

C. ANALYSIS OF FINANCING ALTERNATIVES. The City will explore all financing alternatives in addition to long-term debt including leasing, grants and other aid, developer contributions, impact fees, and use of reserves of current monies.

D. DISCLOSURE TO RATING AGENCIES. Full disclosure of operations will be made to the bond rating agencies and other users of financial information. The City staff, with the assistance of financial advisors and bond counsel, will prepare the necessary materials for presentation to the rating agencies, will aid in the production of Offering Statements, and will take responsibility for the accuracy of all financial information released.

E. FEDERAL REQUIREMENTS. The City will maintain procedures to comply with arbitrage rebate and other Federal requirements.

F. DEBT STRUCTURING. The City's non-self-supporting debt will issue general obligation bonds with an average life of 10.5 years or less, not to exceed the life of the asset acquired. Self-supporting debt will also issue general obligation bonds with an average life of 10.5 or less except in cases specifically approved by City Council. In no case will debt life exceed the life of the underlying asset.

The structure should approximate level debt service unless operational matters dictate otherwise or if market conditions indicate a potential savings could result from modifying the level payment stream.

Consideration of market factors, such as the tax-exempt qualification, minimum tax alternative, and so forth will be given during the structuring of long-term debt instruments.

G. DEBT ISSUANCE.

1) Method of Sale. The City will use a competitive bidding process in the sale of bonds unless the nature of the issue warrants a negotiated bid. In situations where a competitive bidding process is not elected, the City will publicly present the reasons why, and the City will participate with the financial advisor in the selection of the underwriter or direct purchaser.

2) Bidding Parameters. The notice of sale will be carefully constructed so as to ensure the best possible bid for the City in light of the existing market conditions and other prevailing factors. Parameters to be examined include:

a. Limits between lowest and highest coupons
b. Coupon requirements relative to the yield curve
c. Method of underwriter compensation, discount or premium coupons
d. Use of True Interest Cost (TIC) vs. Net Interest Cost (NIC)
e. Use of bond insurance

f. Original Issue discount bonds/Capital Appreciation Bonds
g. Variable rate bonds
h. Call provisions (25 years by Charter)

3) Bond Issuance Costs. The City will be involved in the selection of all financial advisors, underwriters, paying agents, and bond counsel. The City shall evaluate the merits of rotating professional advisors and consultants and the kinds of services and fee structures available from independent financial advisors, investment banking firms, and commercial banks. The City will carefully itemize and scrutinize all costs associated with the issuance of bonds.

4) Financial Advisor. The City will discourage perceived conflicts of interest which arise when a financial advisor is allowed to bid on debt obligations of the City. The financial advisor will be expected to provide planning and analytical services which extend beyond the issuance of debt. The payment to the Financial Advisor should be related to the costs of providing their service to the City.

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a. MISCELLANEOUS

i. ANNUAL REVIEW. The Disclosure Officer shall conduct an evaluation of the policies set forth in this Policy no less often than annually, and promptly after completing the evaluation, the Disclosure Officer shall prepare an annual report of the Issuer's compliance.

ii. AMENDMENTS TO POLICY. This Policy may be amended from time to time to adapt to changed circumstances that arise from a change in legal requirements or industry disclosure practices or procedures, a change in Rule 15c2-12, or a change in law.

XI. INTERNAL CONTROLS

A. WRITTEN PROCEDURES. Written procedures will be established and maintained by the Director of Finance for all functions and financial cycles including cash handling and accounting throughout the City. These procedures will embrace the general concepts of fiscal responsibility set forth in this policy statement.

B. DEPARTMENT DIRECTORS AND MANAGERS RESPONSIBILITY. City administrators and manager are charged with the responsibility for establishing a network of processes with the objective of controlling the operations of the City in a manner which provides reasonable assurance that:

1) Data and information published either internally or externally is accurate, reliable, complete, and timely.
2) The actions of administrators and employees are in compliance with the City's charter, plans, policies and procedures, and all relevant laws and regulations.
3) The City's resources including its people, systems, data/information, assets, and citizens are adequately protected.
4) Resources are acquired economically and employed effectively.
5) The City's internal controls promote the achievement of plans, programs, goals, and objectives.

Each Department Manager is responsible to ensure that good internal controls are followed throughout his or her Department, that all Finance Department directives or internal controls are implemented, and that all independent auditor internal control recommendations are addressed.

XII. STAFFING AND TRAINING

A. ADEQUATE STAFFING. Staffing levels will be adequate for the fiscal functions of the City to operate effectively. Overtime shall be used only to address temporary or seasonal demands that require excessive hours. Workload shedding alternatives will be explored before adding staff.

B. TRAINING. The City will support the continuing education efforts of all financial staff including the investment in time and materials for maintaining a current perspective concerning financial issues. Staff will be held accountable for communicating, teaching, sharing with other staff members all information and training materials acquired from seminars, conferences, and related education efforts.

C. AWARDS, CREDENTIALS AND RECOGNITION. The City will support efforts and involvements resulting in meeting standards and receiving exemplary recitations on behalf of any of the City's fiscal policies, practices, processes, products, or personnel. Staff certifications may include Certified Public Accountant, Management Accountant, Certified Internal Auditor, and Certified Cash Manager. Further, the Finance Director will try to obtain and maintain the designation of Certified Government Finance Officer as awarded by the GFOA of Texas.

   The City will strive to maintain a high level of excellence in its accounting policies and practices as it prepares its Financial Report. The Report will be presented to the Government Finance Officers Association (GFOA) for review of qualifications necessary to obtain the Certificate of Achievement for Excellence in Financial Reporting. Additionally, the City will submit its annual budget to GFOA for consideration for Distinguished Budget Award.

D. TRANSPARENCY. A reasonable effort will be made to ensure relevant financial information is made available to all citizens in a 'user friendly' format in an easy to understand terminology. In pursuit of this goal, the city will seek recognition through state and national transparency and reporting programs.

ATTACHMENT A – AUTHORIZED INDIVIDUALS FOR WIRE TRANSFERS

Any **two** individuals listed below are hereby authorized to:

1. Execute wire transfers for security purchases executed on a delivery vs payment basis and for which custodial safekeeping is maintained at an approved institution.
2. Execute wire transfers to approved investment pools and paying agents.
3. Make a wire transfer for any other purpose. Any revision, addition or deletion involving an approved custodial agent, investment pool, or paying agent. .

The City Council shall approve the additions or deletions of any custodial agent, investment pool, or paying agent as shown in attachment "A", "B" and "C". Revisions to existing relationships will be provided to the Finance Committee at their next regularly scheduled meeting.

Director of Finance
City Manager
Deputy City Manager
Assistant Finance Director
Chief Accountant
Senior Accountant
Supervisory Accountant

ATTACHMENT B – CUSTODIAL (SAFEKEEPING) AGENT

American National Bank of Texas
ABA = 111901519 (routing)
FAO = For Account of – City of Burleson

ATTACHMENT C – AUTHORIZED INVESTMENT POOLS

TEXPOOL
State Street Boston
ABA # 011000028
ACCOUNT # 67573774

BANK OF NEW YORK
ABA # 021000018
ACCOUNT #8900549424
ACCOUNT NAME: LONE STAR INVESTMENT POOL

TEXSTAR
JP MORGAN CHASE
ABA # 021000021
ACCOUNT # 9102733343

LOGIC
JP MORGAN CHASE
ABA # 1130000609
ACCOUNT # 08805173794

ATTACHMENT D – AUTHORIZED PAYING AGENTS

U.S. BANK, N.A.
MILWAUKEE, WI 53202
ABA # 091000022
BNF: USBANK CT WIRE CLRG
ACCOUNT #180121167365
OBI: ACCOUNT NAME
REF: ACCOUNT NUMBER

ATTACHMENT E - SECURITIES LAW COMPLIANCE AND DISCLOSURE POLICY©

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ATTACHMENT E - SECURITIES LAW COMPLIANCE AND DISCLOSURE POLICY©

ARTICLE I
PURPOSE AND SCOPE

SECTION 1.01 DEFINITIONS.
The words and terms used in this Model Securities Law Compliance and Disclosure Policy (this "Policy") have the meanings specified in Article II hereof, unless the context clearly otherwise requires. Except where the context otherwise requires, words importing the singular number shall include the plural number, and *vice versa*.

SECTION 1.02 PURPOSE OF POLICY.

(a) Continuing Disclosure Undertaking Requirement. Under Rule 15c2-12, underwriters of Municipal Securities may not purchase or sell Municipal Securities unless the underwriters have reasonably determined that the issuer of the Municipal Securities or its designated agent has undertaken in a written agreement to provide continuing disclosure of certain financial information and operating data, and to file notices of certain events designated in Rule 15c2-12. The Issuer is required under its Continuing Disclosure Undertakings to provide disclosures of certain financial information and operating data and notice of certain events to the MSRB on EMMA to facilitate informed secondary market trading. This Policy is adopted by the Issuer to assist in its compliance with federal and state securities laws and regulations, including, specifically, Rule 15c2-12. This Policy is established to ensure that the Issuer maintains adequate policies and procedures for gathering, analyzing and disclosing all information that is required to be provided to, or that may be reasonably expected to reach investors or trading markets, which relates to the issuance of the Issuer's Debt Obligations. Such information consists of the content of the Issuer's Offering Documents, continuing disclosure reports, event notices and other statements reasonably expected to reach the public markets.

(b) Recommendation of Written Procedures. The Issuer recognizes that the SEC recommends adopting disclosure policies and amending existing disclosure policies from time to time to address the process for evaluating the disclosure process including disclosures for certain Event Notices. Written policies and procedures adopted by the Issuer will serve to streamline the process of disclosing required information. The Disclosure Officer, and other officers selected by the Issuer, if any, may establish additional written procedures from time to time to ensure that any Offering Documents (i) fully and accurately present the Issuer's financial condition and operations and (ii) do not omit any Material information regarding the Issuer.

SECTION 1.03 SCOPE OF POLICY.
This Policy applies to all Debt Obligations of the Issuer that are currently outstanding and all future bonds, notes, leases or derivative instruments to be executed by the Issuer. If the provisions of this Policy conflict with a respective Continuing Disclosure Undertaking, the terms of such Continuing Disclosure Undertaking will control.

ARTICLE II
DEFINITIONS

SECTION 2.01 DEFINED TERMS.

"Annual Report" means the Issuer's audited financial statements (or unaudited financial statements if permitted by the Continuing Disclosure Undertaking) and certain other financial information and operating data required to be filed annually with the MSRB.

"Business Day" means any day except any Saturday or Sunday, any day which is a federal legal holiday in the United States, or any day on which banking institutions are authorized or required by law to close.

"Code" means the Internal Revenue Code of 1986, as amended.

"Compliance Date" means February 27, 2019.

"Continuing Disclosure Undertaking" means a continuing disclosure agreement, continuing disclosure undertaking, continuing disclosure instructions or other written certification and agreements of the Issuer setting out covenants for satisfying the Issuer's requirements for providing information to the MSRB in an electronic format pursuant to and in accordance with Rule 15c2-12.

"Debt Obligation" means each contract of the Issuer that has sufficient characteristics of debt so that it is included in the Issuer's financial statements as a long-term liability of the Issuer, including, but not limited to bonds, notes, leases and similar instruments used by the Issuer for borrowing purposes.

"Disclosure Officer(s)" means the Issuer's Director of Finance, or, if the position of Director of Finance is vacant, the person(s) filling the responsibilities of the City Manager or Assistant City Manager for the Issuer.

"EMMA" means the Electronic Municipal Market Access system, the prescribed electronic format for disclosures established and maintained by the MSRB, which can be accessed at www.emma.msrb.org.

"Event 15" means the event set forth in Section 5.02(a) of this Policy.

"Event 16" means the event set forth in Section 5.03(a) of this Policy.

"Event Notices" means all event notices required by Rule 15c2-12.

"Financial Obligation" means: (i) a Debt Obligation; (ii) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned Debt Obligation; or (iii) a guarantee of (i) or (ii). The term Financial Obligation shall not include Municipal Securities as to which a final official statement has been provided to the MSRB consistent with Rule 15c2-12.

"GASB" means the Governmental Accounting Standards Board.

"IRS" means the Internal Revenue Service.

"Issuer" means the City of Burleson, Texas.

"Material" has the meaning given in Section 3.02(f) of this Policy.

"MSRB" means the Municipal Securities Rulemaking Board, or any successor repository designated as such by the SEC in accordance with Rule 15c2-12(b)(5) promulgated by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"Municipal Securities" means securities which are direct obligations of, or obligations guaranteed as to principal or interest by, a State or any political subdivision thereof, or any agency or instrumentality of a State or any political subdivision thereof, or any municipal corporate instrumentality of one or more States and any other Municipal Securities described by Section 3(a)(29) of the Securities Exchange Act of 1934, as the same may be amended from time to time.

"Obligated Person" means any person, including an issuer of Municipal Securities, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all or part of the obligations on the Municipal Securities to be sold in the Offering (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities); furthermore, for purposes of this Policy, the Issuer is an Obligated Person.

"Offering" means a primary offering of Municipal Securities with an aggregate principal amount of $1,000,000 or more.

"Offering Document" means any preliminary or final official statement, private placement memorandum or limited offering memorandum, or other similar instrument prepared in connection with the sale, issuance and delivery of an Offering.

"Rule 15c2-12" means SEC Rule 15c2-12, governing the obligations of dealers regarding Municipal Securities under the Securities Exchange Act of 1934, as amended from time to time, which is available at https://www.gpo.gov/fdsys/pkg/CFR-2013-title17-vol3/pdf/CFR-2013-title17-vol3-sec240-15c2-12.pdf.

"SEC" means the United States Securities and Exchange Commission.

"SEC Municipal Markets Report" means the Report on the Municipal Securities Market of the SEC, dated July 31, 2012, available at https://www.sec.gov/news/studies/ 2012/munireport073112.pdf.

"Terms Affecting Security Holders" means a Material agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer that affects security holders.

"U.S. Bankruptcy Code" means Title 9 of the United States Code, as amended from time to time, and any successor to or replacement of such Title and any other applicable federal bankruptcy, insolvency or similar law.

ARTICLE III

DISCLOSURE OFFICER; RECORD RETENTION; TRAINING

ATTACHMENT E - SECURITIES LAW COMPLIANCE AND DISCLOSURE POLICY©

SECTION 3.01 DISCLOSURE OFFICER.

The Issuer shall appoint a Disclosure Officer who shall be responsible for implementing this Policy. The Disclosure Officer will work with other employees and officials of the Issuer to assist in implementing this Policy. The Disclosure Officer will consult with bond counsel, legal counsel to the Issuer (including designated disclosure counsel, if any), accountants, municipal advisors, financial advisors and other outside consultants to the extent necessary to carry out the purpose of this Policy. The Disclosure Officer will report to the Issuer's governing body as provided in Section 6.01 herein, regarding implementation of this Policy and any recommended changes or amendments to this Policy.

SECTION 3.02 DUTIES OF DISCLOSURE OFFICER.

(a) General Duties. The Disclosure Officer shall be primarily responsible for ensuring and determining the Issuer's compliance with this Policy and federal and state securities laws and regulations applicable to the Issuer, including specifically Rule 15c2-12, and including identifying and remedying any non-compliance with this Policy and such laws and regulations.

(b) Review of Relevant Documents. The Disclosure Officer will review the following documents, obligations, and disclosure and reporting requirements of the Issuer in connection with the issuance of Municipal Securities to comply with Article IV and V of this Policy and in the ordinary course of business of the Issuer:

i. Offering Documents;

ii. Audited and unaudited financial statements, including notes to such statements;

iii. Changes to accounting standards promulgated by GASB and other applicable accounting standards and rules;

iv. Adopted annual budgets and amendments thereto;

v. Continuing Disclosure Undertakings; and

vi. Other relevant documents that reflect the Issuer's financial position and operating data.

The Disclosure Officer shall take reasonable steps to ensure that all Offering Documents are timely provided to the Issuer's governing body to ensure meaningful review and approval thereof. In addition, the Disclosure Officer shall take reasonable steps to ensure that for purposes of securities law compliance the Issuer's governing body is generally aware of the other documents listed above and of the significance of those documents to the Issuer's disclosure obligations.

(c) Solicitation of Relevant Information. In the performance of its duties under this Policy, the Disclosure Officer shall be responsible for soliciting any relevant information from other employees, officials or departments within the internal organization of the Issuer, including public statements made by officials of the Issuer that the Disclosure Officer reasonably believes will reach investors or trading markets generally. The Disclosure Officer is additionally responsible for obtaining any documentation prepared by an outside source that may be necessary to assist the Disclosure Officer in carrying out this Policy. The Disclosure Officer shall undertake a thorough review of the form and content of each of the Issuer's annual filings, and any Event Notice filings, as required pursuant to Article IV and V hereof.

(d) Public Statements Regarding Financial Information. Whenever an officer or employee of the Issuer makes statements or releases information relating to its finances and other operations of the Issuer to the public that is reasonably expected to reach investors and the trading markets (including, without limitation, all Event Notices, statements in a comprehensive annual financial report, and other financial reports and statements of the Issuer), the Disclosure Officer shall be responsible for ensuring that such statements and Material information are complete, true, and accurate in all material aspects and available to all investors. The Disclosure Officer will work with other officers of the Issuer to ensure that all public statements and information released by the Issuer are accurate and are not misleading in all Material aspects.

(e) Issuance of Debt Obligations. Whenever the Issuer prepares or participates in the preparation of an Offering Document, the Disclosure Officer, in addition to any other officers selected by the Issuer, shall be responsible for making all certifications that may be required to the effect that such Offering Document does not contain any untrue statement of Material fact or omit to state any Material fact necessary to make the information contained in such documents, in the light of the circumstances under which it was provided, not misleading.

Such determination by the Disclosure Officer shall only be made after coordination with the Issuer's attorney or other administrative officer having ultimate responsibility with respect to the Issuer's operations, risks and litigation, to ensure that any current, pending or threatened losses, investigations or litigation, and any settlement or court orders that are Material to the Issuer are properly identified.

(f) Determination of Material Information. The Issuer understands that determining materiality requires a complete review of facts and circumstances (which may include a review of outstanding Debt Obligations) and in some instances may require the Disclosure Officer to discuss matters with other officers or consultants of the Issuer. Furthermore, each determination of materiality made by the Disclosure Officer shall be made on a case-by-case basis. For purposes of this Policy, information is "Material" if there is a substantial likelihood that the disclosure of that information would be viewed by a reasonable investor as having significantly altered the total mix of information made available in making an informed investment decision.[1]

SECTION 3.03 RECORD RETENTION.

The Disclosure Officer will maintain or cause to be maintained all records relating to annual disclosure filings including the financial information and operating data to be included in the Annual Report for a period of three (3) years after retirement of the related Debt Obligations. The Disclosure Officer will additionally maintain or cause to be maintained all records relating to Event Notices required to be filed with the MSRB under the Continuing Disclosure Undertaking. Such records shall be maintained in either paper or electronic format, or in both formats.

SECTION 3.04 TRAINING.

The Disclosure Officer shall have at least a general familiarity with the content of Rule 15c2-12 and the SEC Municipal Markets Report, and in furtherance thereof receive appropriate training regarding the Issuer's disclosure obligations in accordance with federal securities laws, state regulations and Rule 15c2-12. When appropriate, the Disclosure Officer and/or other Issuer employees and officials under the direction of the Disclosure Officer will attend training programs offered by the SEC or other industry professionals regarding disclosure policies and procedures developed in the context of Rule 15c2-12 that are relevant to the Issuer. Each person acting in the capacity of a Disclosure Officer shall receive such training as may be necessary for the person to perform competently the duties and responsibilities of Disclosure Officer to ensure the Issuer's compliance with the provisions of this Policy.

ARTICLE IV

ANNUAL DISCLOSURE FILINGS

SECTION 4.01 ANNUAL DISCLOSURE FILINGS.

[1] The general materiality standard used by the United States Supreme Court. *See* TSC Industries, Inc. v. Northway, Inc., 426 U.S. 438, 449 (1976).

ATTACHMENT E - SECURITIES LAW COMPLIANCE AND DISCLOSURE POLICY©

The Disclosure Officer shall annually review each Continuing Disclosure Undertaking to determine: (i) the appropriate financial information and operating data required to be included in the Annual Report; and (ii) the filing deadline for such Annual Report or a part thereof. The Disclosure Officer should review the Issuer's documents, Debt Obligations, and disclosure and reporting requirements described in Sections 3.01 and 3.02 of this Policy in determining the appropriate financial information and operating data to be included in the Annual Report. As indicated in Section 3.02 of this Policy, the Disclosure Officer's review necessarily includes review of other documents relating to the financial and operating status of the Issuer to ensure that all required information is appropriately incorporated into the Annual Report. The Disclosure Officer shall be required to provide only the financial information, operating data, financial statements and notices which the Issuer has expressly agreed to provide pursuant to a respective Continuing Disclosure Undertaking, but, in consultation with appropriate accountants, municipal advisors, financial advisors and other outside consultants of the Issuer, may submit other appropriate information to EMMA that will impact the Issuer's financial condition and/or existing security holders in a manner deemed Material by the Disclosure Officer. Additionally, the Disclosure Officer shall notify the MSRB in an electronic format as prescribed by the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with the Continuing Disclosure Undertaking.

ARTICLE V

DISCLOSURE FILINGS FOR EVENT NOTICES

SECTION 5.01 DISCLOSURE FILINGS FOR EVENT NOTICES 1-14.

The Disclosure Officer shall determine whether an event included below has occurred with respect to the Issuer. If the Disclosure Officer determines that notice of the following events should be provided to the MSRB pursuant to a Continuing Disclosure Undertaking, the Disclosure Officer will cause the appropriate notice to be filed with the MSRB on EMMA, in a timely manner, not in excess of ten (10) Business Days after the occurrence of the event:

(1) Principal and interest payment delinquencies;

(2) Non-payment related defaults, if material;

(3) Unscheduled draws on debt service reserves reflecting financial difficulties;

(4) Unscheduled draws on credit enhancements reflecting financial difficulties;

(5) Substitution of credit or liquidity providers, or their failure to perform;

(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701–TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;

(7) Modifications to rights of security holders, if material;

(8) Bond calls, if material, and tender offers;

(9) Defeasances;

(10) Release, substitution, or sale of property securing repayment of the securities, if material;

(11) Rating changes;

(12) Bankruptcy, insolvency, receivership or similar event of the obligated person;

(13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

For the purposes of the event identified as item (12) in this Section 5.01, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

The Disclosure Officer may seek the advice of other employees and officials of the Issuer, as well as the advice of the consultants and counsel to the Issuer, as to whether one of the above described events has occurred and whether an Event Notice shall be filed with the MSRB consistent with Rule 15c2-12.

SECTION 5.02 EVENT 15: INCURRENCE OF A MATERIAL FINANCIAL OBLIGATION OR TERMS AFFECTING SECURITY HOLDERS.

(a) Event 15. Beginning on the Compliance Date and continuing thereafter, in addition to the fourteen events described in Section 5.01 and Event 16 described in Section 5.03, the Disclosure Officer shall determine whether an Event 15 has occurred with respect to the Issuer. If the Disclosure Officer determines that an Event 15 has occurred, the Disclosure Officer shall file, or cause to be filed, notice of such Event 15 with the MSRB through EMMA in a timely manner, not in excess of ten (10) Business Days after the date of incurrence. Beginning on the Compliance Date, Rule 15c2-12 establishes that an Event 15 is as follows:

(15) Incurrence of a Financial Obligation of the Obligated Person, if Material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Obligated Person, any of which affect security holders, if Material.

The Issuer recognizes that, unlike the events listed in Section 5.01 above, the stated purpose of the SEC in adding Event 15 to Rule 15c2-12 is to provide the secondary market with information regarding all debt, debt-like or debt-related Financial Obligations or Terms Affecting Security Holders incurred by the Issuer. The incurrence of Financial Obligations may occur outside the issuance of Municipal Securities and therefore engagement by the Disclosure Officer with counsel and other consultants experienced in compliance issues related to Rule 15c2-12 may be necessary to determine whether it is necessary to file an Event Notice for Event 15 with the MSRB through EMMA.

(b) Financial Obligations and Terms Affecting Security Holders Subject to Disclosure. The Disclosure Officer shall first determine whether a contract or obligation incurred by the Issuer is a Financial Obligation or Terms Affecting Security Holders subject to disclosure under Event 15. When assessing whether a particular contract or obligation is a Financial Obligation or Terms Affecting Security Holders subject to disclosure as such terms are used in Event 15, the Disclosure Officer should consider the facts and circumstances surrounding the Issuer's incurrence of each type of contract and obligation, as well as the factors set forth below:

i. Whether the contract or obligation could affect, or contains provisions or triggers that may impair, the Issuer's liquidity, overall creditworthiness or an existing security holders' rights;

ii. Whether the contract or obligation is a private placement of debt with a financial institution, letter of credit, standby line of credit, or a similar "credit agreement" that relates to a Debt Obligation;

iii. Whether the contract or obligation is an ordinary financial and operating liability incurred in the Issuer's normal course of business;

iv. Whether the contract or obligation contains acceleration provisions or restrictive debt service covenants that could affect the rights of existing security holders;

v. Whether the contract or obligation is a short or long-term Debt Obligation of the Issuer under the terms of an indenture, loan agreement, capital lease, or other similar contract such as a line of credit;

vi. Whether the contract or obligation is an operating lease, or a capital lease which operates as a vehicle for borrowing money (e.g. a lease-purchase agreement). For purposes of this Disclosure Policy, factors relevant to determining whether a lease is a vehicle for borrowing money (i.e., a Financial Obligation) are included in **Exhibit A** attached hereto;

vii. Whether the contract or obligation represents competing debt with the Issuer's prior Debt Obligations that may affect the rights of the existing security holders;

viii. Whether the contract or obligation is a derivative instrument entered into in connection with a pledge as security or source of payment for an existing or planned Debt Obligation, which may include any swap, security-based swap, futures contract, forward contract, option, a combination of the foregoing or any similar instrument;

ix. Whether the contract or obligation is a derivative instrument designed to mitigate investment risk; or

x. Whether the contract or obligation is a guarantee provided by the Issuer as a guarantor for the benefit of a third party.

The Disclosure Officer will consult with bond counsel, legal counsel to the Issuer (including designated disclosure counsel, if any), accountants, municipal advisors, financial advisors and other outside consultants to the extent necessary in making a determination as to whether a contract or obligation incurred by the Issuer is a Financial Obligation or Terms Affecting Security Holders subject to the disclosure requirements of Event 15.

(c) Determination of Material Event 15. If the Disclosure Officer determines that the Issuer has incurred a Financial Obligation or Terms Affecting Security Holders subject to Event 15, the Disclosure Officer shall proceed to determine whether such Financial Obligation or Terms Affecting Security Holders are Material. The same practice used by the Issuer for determining whether a particular piece of information is Material in connection with preparing a disclosure document for an Offering set forth in Section 3.02(f) should be used for purposes of Event 15.

The Disclosure Officer shall determine whether a Financial Obligation or Terms Affecting Security Holders are Material upon the incurrence of the Financial Obligation or the Terms Affecting Security Holders, taking into account all relevant facts and circumstances. Relevant facts and circumstances may include, but are not limited to:

i. The principal amount of the Financial Obligation, including the aggregate par amount of a series of related Financial Obligations, and the method of setting or adjusting the interest rate thereof;

ii. The Issuer's overall balance sheet and the size of its existing Debt Obligations;

iii. The source of security pledged for repayment of the Financial Obligation and the rights associated with such pledge;

iv. The length of time that the Financial Obligation is to remain outstanding; and

v. Other appropriate terms of a Financial Obligation that will impact the Issuer's financial condition and/or existing security holders in a manner deemed Material by the Disclosure Officer.

The Disclosure Officer, in consultation with the governing body of the Issuer, bond counsel, legal counsel to the Issuer (including designated disclosure counsel, if any), accountants, municipal advisors, financial advisors and other outside consultants of the Issuer, to the extent necessary, shall no less often than annually set objective standards of materiality with respect to Debt Obligations incurred by the Issuer, which may include, but are not limited to, a monetary threshold that, in connection with other relevant facts and circumstances, is the basis for the determination of materiality for Financial Obligations or Terms Affecting Security Holders of the Issuer. With respect to lease agreements entered into by the Issuer, the Disclosure Officer shall implement the guidelines set forth in **Exhibit A** when assessing whether such lease agreements are Material Financial Obligations.

(d) Incurrence. A Financial Obligation and Terms Affecting Security Holders is considered to be incurred by the Issuer on the date that such Financial Obligation or Terms Affecting Security Holders is enforceable against the Issuer. As a filing under Event 15 is required to be made in a timely manner, not in excess of ten (10) Business Days after date of incurrence, the Disclosure Officer shall begin the process of assessing whether a particular Financial Obligation or Terms Affecting Security Holders should be disclosed as far in advance of its incurrence as possible. Additionally, although not required, the Disclosure Officer may file a voluntary filing of all outstanding Material Financial Obligations incurred prior to the Compliance Date.

(e) Exemption of Municipal Securities as to Which a Final Official Statement Has Been Provided. The Disclosure Officer is not obligated to disclose, as a Financial Obligation or Terms Affecting Security Holders subject to Event 15, Municipal Securities as to which a final official statement has been provided to the MSRB consistent with Rule 15c2-12. The Disclosure Officer recognizes that this exclusion from the definition of "Financial Obligation" does not extend to Debt Obligations, contingent or otherwise, related to such Municipal Securities that may be disclosed or referenced in such final official statements.

(f) Exemption of Monetary Obligations Resulting From Legal Proceedings. The Disclosure Officer is not required to disclose monetary obligations resulting from a judicial, administrative, or arbitration proceeding as an Event Notice.

(g) Subjecting Debt Obligations to Annual Appropriation not Determinative. The Disclosure Officer understands that qualifying Debt Obligations or Financial Obligations such that payment is subject to annual appropriation may remove the "debt" designation for state constitutional or statutory purposes; however, this qualification alone will not be determinative as to whether the Issuer or Obligated Person has incurred a Material Financial Obligation; rather, when analyzing Debt Obligations and Financial Obligations that are subject to annual appropriation, the Disclosure Officer shall determine whether such Financial Obligation is Material, as described in Section 3.02(f), taking into account all relevant facts and circumstances as described in this Section 5.02.

(h) Form of Event 15 Event Notice. Upon review of the factors outlined above, if the Disclosure Officer affirmatively determines that a Debt Obligation incurred by the Issuer is a Financial Obligation or Terms Affecting Security Holders that are Material and not exempt under subsection (e) and (f) of this Section 5.02, and therefore subject to Event 15, the Disclosure Officer shall file or cause to be filed with the MSRB through EMMA a notice not in excess of ten (10) Business Days of the date of the incurrence of the Financial Obligations or Terms Affecting Security Holders. The Disclosure Officer shall include a description of the Material terms of the Financial Obligation or Terms Affecting Security Holders within the Event 15 Event Notice. Terms considered Material for Event 15 may include, but are not limited to:

i. The date of incurrence;

ii. Principal amount;

iii. Maturity and amortization;

iv. Interest rate, if fixed, or method of computation and any default rates, if variable; or

v. Other appropriate terms deemed material by the Disclosure Officer, the inclusion of which would help further the availability of information to assist investors in making more informed investment decisions in connection with such incurrence of Financial Obligations or Terms Affecting Security Holders.

The Disclosure Officer shall determine, based on the facts and circumstances, whether to submit to the MSRB a description of the Material terms of the Financial Obligation or the Terms Affecting Security Holders, or alternatively or in addition, submit related materials such as transaction documents prepared in connection with the Financial Obligation or the Terms Affecting Security Holders that set forth the material terms of the Financial Obligation or the Terms Affecting Security Holders. The Disclosure Officer shall not include, and shall take actions to redact, confidential information such as account numbers or other personally identifiable information (but not information relating to an interest rate or other pricing data). Should the Disclosure Officer determine that filing one or more of the transaction documents prepared in connection with the Financial Obligation or the Terms Affecting Security Holders is appropriate under this subsection, the Disclosure Officer may redact any confidential or personally identifiable information from the Event 15 Event Notice.

SECTION 5.03 EVENT 16: EVENTS UNDER THE TERMS OF A FINANCIAL OBLIGATION WHICH REFLECT FINANCIAL DIFFICULTIES.

(a) Event 16. Beginning on the Compliance Date and continuing thereafter, in addition to the fourteen events described in Section 5.01, and Event 15 described in Section 5.02, the Disclosure Officer shall determine whether an Event 16 has occurred with respect to the Issuer as follows:

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Obligated Person, any of which reflect financial difficulties.

If the Disclosure Officer determines that an Event 16 has occurred with respect to the Issuer, the Disclosure Officer will file or cause to be filed with the MSRB through EMMA a notice of Event 16, whether Material or not, provided the occurrence reflects financial difficulties of the Issuer. The Disclosure Officer shall file an Event 16 Event Notice even where the underlying Financial Obligation was incurred before the Compliance Date.

(b) Reflection of Financial Difficulty of Obligated Person. The Disclosure Officer shall disclose to the MSRB the occurrence of an event listed in Event 16 only if the Disclosure Officer, in consultation with the governing body of the Issuer, bond counsel, legal counsel to the Issuer (including designated disclosure counsel, if any), accountants, municipal advisors, financial advisors and other outside consultants to the Issuer, to the extent necessary, determines that the occurrence of the event reflects financial difficulties of the Issuer.

(c) Events Subject to Event 16 Filing. Subject to subsection (b) of this Section 5.03, the Disclosure Officer should disclose any occurrence in connection with the terms of a Financial Obligation that reflects financial difficulties of the Issuer. Such occurrences may include, but are not limited to the following types of events:

i. Monetary defaults or events of non-appropriation where the Issuer has failed to pay principal, interest, or other funds due, or a non-payment related default where the Issuer has failed to comply with specified covenants;

ii. An event of acceleration exercised by a trustee or counterparty as the result of an event of default or other applicable remedy provision;

iii. A modification of terms that reflects financial difficulties of the Issuer;

iv. A written or verbal waiver of an agreement provision that is a departure from what was agreed to under the original terms of such agreement; and

v. Other events under the terms of a Financial Obligation that reflect financial difficulties of the Issuer and share similar characteristics with the specific types of events in Event 16.

(d) Form of Event 16 Event Notice. Upon review of the factors outlined above, if the Disclosure Officer affirmatively determines that, in connection with the terms of a Financial Obligation of the Issuer, the Issuer is experiencing financial difficulties pursuant to Event 16, the Disclosure Officer shall file or cause to be filed with the MSRB through EMMA an Event 16 notice filing within ten (10) Business Days of the date of such determination containing a description of the relevant terms of the Financial Obligation. Terms considered relevant to an Event 16 notice filing may include, but are not limited to:

i. The provisions within the Financial Obligation giving rise to the occurrence under Event 16;

ii. The nexus between the terms of such Financial Obligation giving rise to the occurrence under Event 16 and the existing or potentially forthcoming financial difficulties resulting therefrom;

iii. A description of the Issuer's current financial status; and

iv. Other appropriate facts deemed material by the Disclosure Officer, the inclusion of which would help further the availability of information to assist investors in making more informed investment decisions in connection with the occurrence of events relating to a Financial Obligation that reflect financial difficulties.

ARTICLE VI

MISCELLANEOUS

SECTION 6.01 ANNUAL REVIEW.

The Disclosure Officer shall conduct an evaluation of the policies set forth in this Policy no less often than annually, and promptly after completing the evaluation the Disclosure Officer shall prepare an annual report of the Issuer's compliance.

SECTION 6.02 AMENDMENTS TO POLICY.

This Policy may be amended from time to time to adapt to changed circumstances that arise from a change in legal requirements or industry disclosure practices or procedures, a change in Rule 15c2-12, or a change in law.

ATTACHMENT E - SECURITIES LAW COMPLIANCE AND DISCLOSURE POLICY©

EXHIBIT A
LEASE AGREEMENTS OPERATING AS VEHICLES TO BORROW MONEY (FINANCIAL OBLIGATIONS)

As a result of the amendments to Rule 15c2-12, compliance therewith effective February 27, 2019, Issuers or Obligated Persons that periodically enter into leases should develop policies and procedures to (i) determine whether the lease is a vehicle to borrow money, and is therefore a Financial Obligation, as opposed to an operating lease, (ii) determine if such lease becomes Material once incurred, after considering other relevant factors and all outstanding Financial Obligations (an Issuer or Obligated Person's threshold for outstanding Financial Obligations) and (iii) require that all executed leases are timely communicated to the Disclosure Officer for purposes of determining whether an Event Filing is necessary.

I. Leases Operating as Vehicles to Borrow Money (Financial Obligations)

The SEC has determined that a lease should generally be considered a debt obligation and thus a "Financial Obligation" under the Rule when such lease operates as a vehicle to borrow money (i.e., capital leases but not mere operating leases).[1]

Capital leases are generally recorded on the balance sheet of the Issuer or Obligated Person as an asset and a liability by an amount equal to the present value of the minimum lease payments; in contrast, operating leases are handled as off-balance sheet financings of assets and are recorded as operating expenses on the Issuer or Obligated Person's income statement. In determining which types of leases to include under the umbrella of "Financial Obligations," the SEC deemed it appropriate to include only those leases that could represent competing debt of the Issuer or Obligated Person (e.g., capital leases which are essentially vehicles to borrow money).

Because capital leases of the Issuer or Obligated Person are recorded in the same fashion as other competing debt of the Issuer or Obligated Person, each sharing a line item in the balance sheet as a liability or included in a more general line item (i.e., competing debt), capital leases are viewed by the SEC as rising to the level of a Financial Obligation because they operate more like a debt obligation. As such, Issuers and Obligated Persons should have procedures in place that help determine whether leases are capital leases or operating leases, as the incurrence of a capital leases will require a Materiality analysis to determine whether an Event 15 notice filing is required.

To make the determination of whether a lease operates as a vehicle to borrow money, the Disclosure Officer should work with appropriate staff and accountants, municipal advisors, financial advisors and other outside consultants of the Issuer or Obligated Person, to the extent necessary, to determine whether the lease is a vehicle to borrow money (i.e., a capital lease) or an operating lease as operating leases will not rise to the level of a Financial Obligation under Event 15 of Rule 15c2-12.

Characteristics of Leases Operating as Vehicles to Borrow Money (Capital Leases)

In making the determination of whether a lease operates as a vehicle to borrow money and is therefore a Financial Obligation for purposes of Event 15, relevant characteristics may include, but are not limited to, the following:

i. The lease contains a transfer of ownership of the underlying asset at the end of the lease term or shortly thereafter;

ii. An option to purchase the underlying asset being leased at a discounted price is available, which may be exercised during or at the end of the lease term;

iii. The term of the lease is greater than 75% of the useful life of the leased asset; or

iv. The present value of the lease payment is greater than 90% of the leased asset's fair market value.

Although the characteristics above may be helpful in determining whether a lease operates as a vehicle to borrow money, the Disclosure Officer and appropriate staff and consultants should review of the entire lease, in context with the Issuer's financing and/or operating objectives, in considering whether a lease is a Financial Obligation subject to Event 15. Although a capital lease (as such term in commonly understood) will generally be treated as a vehicle to borrow money, the mere labelling of the lease as "capital" or "operating" will not itself be determinative.

II. Determining Factors for Materiality of Leases that Constitute Financial Obligations

[1] Although the SEC in Release No. 34-83885, implementing the amendment of Rule 15c2-12 to include Event 15 and 16, has discontinued (following GASB's lead) the use of the term "capital lease" and "operating lease," the distinction remains useful to the extent that "capital leases" are commonly understood to be financed purchases of an underlying asset (and thus generally are vehicles to borrow money) whereas "operating leases" are not.

Issuers and Obligated Persons should apply the Materiality standard in Section 3.02(f) and the relevant facts and circumstances in Section 5.02(c) of this Policy, in conjunction with the factors below for purposes of determining whether a lease that operates a vehicle to borrow money is Material and subject to an Event Filing under Event 15.

Given the difference in size, sophistication, features and number of obligations executed by certain issuers and Obligated Persons, factors used in determining the materiality of a lease that operates as a vehicle to borrow money may vary. The Disclosure Officer may utilize factors relevant to the Issuer or Obligated Person which may include, but are not limited to, one or more the following:

i. Whether the cost of the lease incurred and the payment obligations thereof exceeds a specified percentage of the Issuer's or Obligated Person's fund balance (for purposes of this and the following considerations, the Issuer must determine, given its circumstances, the appropriate way to measure the impact of a lease, e.g., by the aggregate payments required, by principal amount or by annual payment impact to the Issuer's debt portfolio);

ii. Whether the incurrence of the lease will increase the outstanding indebtedness of the Issuer or Obligated Person by more than a specified ratio or percentage;

iii. Whether the incurrence of the lease and the payment obligations thereof exceeds a specified percentage of the Issuer's unrestricted revenues;

iv. Whether the lease represents multiple counterparts of a single transaction that, if incurred at once, would exceed the limits stated in (i), (ii) or (iii) above;

v. Whether the incurrence of the lease in conjunction with other outstanding Financial Obligations would in the aggregate exceed the limits stated in (i), (ii) and (iii) above; or

vi. Whether the lease has acceleration provisions or is considered a security on parity or senior to outstanding Financial Obligations.

When utilizing the above factors, the Disclosure Officer must be aware that although a lease may not be Material when compared to the Issuer's or any Obligated Person's general revenues and fund balance, such lease may be material to Financial Obligations pledged to be paid from the specifically pledged revenues and fund balances. Therefore, the Disclosure Officer must look at both the general revenues and the specifically pledged revenues of the Issuer and any Obligated Person when determining the materiality of a lease that operates as a vehicle to borrow money.

If after using the Materiality standard in Section 3.02(f), the relevant facts and circumstances in Section 5.02(c) of this Policy and the factors described above, the Disclosure Officer determines that the lease operating as a vehicle to borrow money is Material, a filing under Event 15 must be made within ten business days from the incurrence of such lease.

If a determination of Materiality is made under factor (v) above for a lease or any other Financial Obligation, additional Financial Obligations incurred thereafter may likely carry a *de facto* Materiality designation. As such, factor (v) above works as a magnitude test of the Issuer or Obligated Person as it becomes the Issuer or Obligated Person's Materiality threshold for all outstanding Financial Obligations.

III. Communication Amongst Departments Once Leases are Incurred

The Disclosure Officer should become aware of the frequency in which the Issuer or Obligated Person incurs leases, as opposed to other forms Financial Obligations, in the ordinary course of the Issuer or Obligated Person's business. To further communication amongst multiple departments within the Issuer or Obligated Person, the Disclosure Officer should require that any member of the Issuer or Obligated Peron's staff authorized to execute leases on behalf of the Issuer or Obligated Person report and provide copies of all leases directly to the Disclosure Officer within two (2) business days prior to their execution. Upon receipt of any lease, the Disclosure Officer shall immediately work with appropriate staff and accountants, municipal advisors, financial advisors and other outside consultants of the Issuer, to the extent necessary, to determine whether the lease operates as a vehicle to borrow

money (i.e., is a Financial Obligation) and whether such lease is Material using the Materiality standard in Section 3.02(f), the relevant facts and circumstances in Section 5.02(c) of this Policy and the factors described above.

The City of Burleson's Budget Process

An OVERVIEW

The budget process for the City of Burleson is a year-round, continuous process. On October 1st, when the new fiscal year begins, department heads use the encumbrance system to create purchase orders identifying expenses which will be arising throughout the year. When invoices are received for goods and services for funds, which have been previously encumbered, the invoices are paid against those encumbrances and the encumbrances are relieved. Encumbrances are the fundamental budget control in place for department heads' use.

On a monthly basis, department heads compare their actual expenditures to their adopted budgets, researching and investigating any unexpected expenditure. This monthly review is another fundamental budgetary control that is utilized.

Throughout the year, department heads are able to move funds at their discretion within their respective department(s)/division(s) within the same fund, without increasing the appropriations. City Manager can reallocate resources between departments within a fund without increasing appropriations. Increases in appropriations within a fund, requires a budget amendment to be approved by Council

Early in the budget process, a Council work session calendar is prepared for various presentations to be made through out the process. Presentations include financial overviews, budget process, 5 year capital improvement plans for general government, parks and recreation and water and sewer, public safety operation overviews, strategic plan updates, compensation and benefits.

Also a budget calendar is created detailing the various deadlines required by the state for both tax rate adoption and formal budget adoption. Less formal dates, such as when documents are due, presentation meetings and planning meetings are set as well. This calendar is then distributed to the departments at the budget kick off meeting in March/April.

At the budget kickoff meeting, the City Manager and Finance Director describe the overall plan for the budget process, detailing which documents are required, departmental budget meetings, and any other expectations that may arise The budget kick off meeting allows department heads to ask questions or receive information needed to complete the next step in the formal budget process.

Department budgets are presented by each Director utilizing a standard presentation template. Budget

presentations are made to the City Manager's Office and Finance. Key focus areas in the presentation may include goals, accomplishments, cost containment strategies, fee schedule changes, and supplemental package request.

After the budget kickoff, budget information are distributed to each director. Budget packets include a budget preparation manual, calendar, and an excel budget template for fee changes and supplement request. Supplemental request are completed individually with a summary of all the request listed by priority.

Department heads prepare year end estimates for the current budget, and ensure estimates do not exceed budgeted amounts at the department level.

After the proposed base budget estimates are completed, departments develop decision packets for service enhancement they wish to propose to the City Manager for the next fiscal year. All requests for new personnel, fleet, or equipment which represent net additions to operations are considered service enhancements. The department must describe the program, itemize all new costs and provide an explanation of why the decision packet request is needed. Decision packets are prioritized according to needs perceived by the departments. Each decision packet is prepared as a separate request to allow for independent consideration of each and to allow the mixing of all decision packets into a master priority list for consideration during the remainder of the budget process.

The budget documentation is reviewed by the budget team, consisting of the City Manager, Deputy City Manager, Finance Director and other support staff meet with department heads, including their supporting staff. Main focus is given to the supplemental requests for the upcoming year's budget.

Additions and deletions are made to the budget based the City Manager's request, while the revenue forecasting which began in early April continues until July 26th when the certified tax rolls are distributed to municipalities.

REVENUES

Finance Department prepares estimates for revenues and projections for the coming year's revenues based on available historical data and economic trends. Departments review the fee schedule and request changes by submitting a fee change form to Finance. Fee changes are discussed during the department budget presentation

Once the certified tax roll is received, calculations are made to determine the no new revenue tax rate, no new revenue maintenance and operations tax rate, debt rate, and voter's approval rate. The City Manager presents his budget to City Council at a special

Budget Work session between the first and second City Council meetings in August

According to Texas Tax Code, a public hearing is required before adopting a tax rate which exceeds the lower of the voter-approval tax rate and the no-new-revenue tax rate. According to the Texas Local Government Code, a public hearing is also required before adopting the annual budget. Special notice of the dates and times of the public hearings are posted on the City's website, the posting board, and the Fort Worth Star-Telegram.

All of the ordinances - the tax rate ordinance, the budget ordinance, the utility ordinances, and the fee schedule ordinance - require two readings before they are adopted pursuant to the City charter.

The budget and tax rate are required to be adopted by September 29th or the City Manager budget presented by the City Manager will become the budget for the following fiscal year.

After the budget is adopted, departmental heads and managers take into consideration base budget and decision packets approved by City Council and begin to plan for the next year's budget process by including those decisions in their planning process.

BUDGET AMENDMENTS

As provided for in the ordinance adopting the budget, the City Council may, at the recommendation of the City Manager or on its own volition, transfer part or all of any unencumbered appropriation balance from one department or fund to another department or fund by resolution if they feel that a change in the budget is necessary to fulfill municipal purposes.

5 YEAR PROJECTIONS

5 year projections play a critical part in the budget process. Finance department prepares 5 year fund projections on various funds based on historical and current trends. These projection models allow management to review and make informed decisions while evaluating the impact over a 5 year period.


THE CITY OF
BURLESON
TEXAS

2022 Tax and Budget Preparation Calendar

Date	Day	Description
March 08, 2022	Tuesday	Budget kickoff at the Directors meeting
March 10, 2022	Thursday	Budget training citywide
April 08, 2022	Friday	Deadline for HR's positions, IT software and hard, and Equipment and Vehicles' request
April 15, 2022	Friday	Deadline for Departments to have supplemental and system budget entry completed
April 26, 2022	Tuesday	Deadline for documents and PowerPoint to Finance
May 09 – May 13, 2022	Week	CMO/Departments budget reviews
June 03, 2022	Friday	CMO approval of initial supplemental package
June 30, 2022	Thursday	Finalized budgets and supplemental decision packages
July 05, 2022	Tuesday	Regular City Council meeting. Resolution from City Council asking staff to prepare the budget assuming a tax rate over or under the voter-approval rate.[1]
July 25, 2022	Monday	Receive certified tax roll from appraisal districts.[2]
July 29, 2022	Friday	Staff submits proposed budget to Council, files with City Secretary, & posts to website.[345]
August 04, 2022	Thursday	Special City Council meeting. Council Work session to discuss budget and tax rate. Adopt a minute order setting date and time for both the budget and tax rate public hearing.
August 05, 2022	Friday	Submit to the county assessor-collectors 'no new revenue tax rate' and 'voter-approval tax rate' completed tax rate calculation forms.[6]
August 25, 2022	Thursday	Publish Notice for Public Hearing on tax rate in the newspaper.[7] Post tax rate prominently on the City's home page of website and on public access channel until public hearing concluded.[8] Public hearing on the budget is on 9/6.
August 26, 2022	Friday	Publish Notice for Public Hearing on the budget in the newspaper.[9] Public hearing on the tax rate on 9/6.
September 06, 2022	Tuesday	Regular City Council meeting. Public hearings on budget and tax rate and first reading of ordinances to approve the budget and tax rate.[10][11][12][13][14] Budget should be approved first.[15] Specific language is required to move to adopt the tax rate.[16] The vote on the ordinance setting the tax rate must be a record vote and must be approved by at least 60 percent of the members of the City Council.[17] The City Council must separately approve the maintenance and operations component and the debt service component of the tax rate.[18] Council must announce date and time of final ordinance reading of tax rate ordinance.[19]
September 12, 2022	Monday	Special City Council meeting. Final reading of ordinances to approve the budget and tax rate.[20] Budget should be approved first. Specific language is required to move to adopt the tax rate. Minute order ratifying the budget should follow the ordinance vote.[21]
September 13, 2022	Tuesday	Post tax rate and budget to website after adoption.[22]

[1] On July 5, 2022, the City Council passed a resolution asking the City Manager to prepare the budget assuming a tax rate that does not exceed the voter-approval rate.
[2] Certified tax rolls are due on 7/25 Texas Tax Code §§ 26.01(a); 1.06.
[3] The proposed budget must include a line item comparing expenditures in the proposed budget and actual expenditures in the preceding year for: (1) notices required to be published in the newspaper; and (2) directly or indirectly influencing or attempting to influence the outcome of legislation or administrative action, as those terms are defined in Government Code § 305.002. Texas Local Government Code § 140.0045.
[4] The proposed budget must be filed with the municipal clerk "before the 30th day before the date the governing body of the municipality makes its tax levy for the fiscal year." If filing occurs 7/29, the tax levy must occur after 8/28. Texas Local Government Code § 102.005.
[5] On posting the budget on the City's website, see Texas Local Government Code § 102.005(c).
[6] The tax rates must be submitted to the county A/C "as soon as practicable" after the rates are calculated. Texas Tax Code § 26.04(d-3).
[7] If the proposed tax rate exceeds the no-new revenue tax rate, the notice must be posted continuously for at least seven days immediately before the public hearing on the proposed tax rate increase and at least seven days immediately before the date of the vote proposing the increase in the tax rate. For content of published notice and Internet notice, see Texas Tax Code Sections 26.06(b-1), (b-2), and (b- 3). The notice must also include the table described in Tax Code Section 26.062. Texas Tax Code § 26.065.
[8] The tax rates must be submitted to City Council and posted to City's website "by August 6 or as soon thereafter as practicable". The internet posting to the City's website must include: (1) the tax rates and an explanation as to how they were calculated, (2) the estimated I&S, M&O, and general fund balances, and (3) a schedule of the City's debt obligations. Texas Tax Code § 26.04(e).
[9] The budget public hearing must occur after 10 days but before 30 days have passed since the newspaper publication notice. The newspaper notice must have specific language. Texas Local Government Code § 102.0065.
[10] The budget public hearing must occur after 10 days but before 30 days have passed since the newspaper publication notice. Texas Local Government Code § 102.0065.
[11] The budget public hearing must be after the 15th day after the proposed budget is filed with the clerk. Texas Local Government Code § 102.007.
[12] The public hearing on the tax rate may not be held before the fifth day after the date the notice of the public hearing is given, and the hearing must be held on a weekday that is not a public holiday. Texas Tax Code § 26.06(a).
[13] The public hearing on the tax rate may not be held until the fifth day after the date the chief appraiser of each appraisal district in which the city participates has delivered its tax estimate notice under Tax Code Sec. 26.04(e-2) and made various types of tax rate information and the tax rate calculation forms available on to the public via the property tax database under Tax Code Sec. 26.17(f). Texas Tax Code Section 26.05(d-1).
[14] There are several precise requirements regarding notice in the tax rate ordinance itself that must be complied with if the city adopts a rate exceeding the no- new-revenue tax rate. Texas Tax Code § 26.05.
[15] City Council may only levy taxes in accordance with budget. Texas Local Government Code § 102.009.
[16] Texas Local Government Code § 26.05.
[17] Texas Tax Code § 26.05(b).
[18] Texas Tax Code § 26.05(a).
[19] Texas Tax Code § 26.06(d).
[20] If the city council does not vote on the proposed tax rate at the public hearing, the meeting to adopt the tax rate may not be held later than the seventh day after the date of the public hearing. TEX. TAX CODE § 26.06(e).
[21] City Council must take a separate ratification vote to adopt any budget that will raise total property tax revenue. Texas Tax Code § 102.007(d).
[22] The adopted budget, including the cover page, must be posted on the city's website. Texas Local Government Code § 102.008.

BUDGET SUMMARY
BY FUND

REVENUES	2020-2021 Actual	2021-2022 Budget	2021-2022 Estimate	2022-2023 Budget Proposed	2021-2022/ 2022-2023 Change
GENERAL FUND	$ 48,196,193	$ 50,604,942	$ 53,875,665	$ 53,151,097	5.03%
DEBT SERVICE FUND - GENERAL	7,420,173	7,628,519	7,628,519	8,969,563	17.58%
BCBD 4A SALES TAX SRF	6,350,173	6,342,450	8,093,719	7,322,335	15.45%
BCBD 4B SALES TAX SRF	6,158,573	6,143,500	6,925,034	7,187,335	16.99%
PARKS PERFORMANCE FUND	3,774,839	4,735,145	4,356,752	5,131,200	8.36%
STDSF - 4A SALES TAX	2,393,581	1,991,375	1,990,375	1,826,505	-8.28%
STDSF - 4B SALES TAX	1,844,929	1,402,175	1,393,675	1,390,800	-0.81%
HOTEL/MOTEL TAX FUND	481,833	266,040	476,462	489,191	83.88%
BURLESON TIF #2	862,313	955,938	976,680	1,117,298	16.88%
BURLESON TIF #3	56,926	193,142	203,000	-	-100.00%
BURLESON PID #1	43,776	60,000	69,000	70,000	16.67%
BURLESON PID #2	7,500	7,500	7,500	7,500	0.00%
CABLE FRANCHISE PEG SRF	242,720	60,000	60,000	60,000	0.00%
MC JUVENILE CASE MGR SRF	245,289	40,000	32,000	32,960	-17.60%
MC BLDG SECURITY SRF	92,128	35,000	35,000	35,000	0.00%
MC TECHNOLOGY SRF	159,517	30,000	30,000	30,000	0.00%
MC TIME PAYMENT SRF	50	1,500	-	-	-100.00%
OTHER SPECIAL REVENUE FUNDS	503,501	-	242,298	53,800	N/A
WATER & WASTEWATER FUND	23,635,091	25,020,212	25,620,595	25,864,089	3.37%
HIDDEN CREEK GOLF COURSE	2,441,336	2,773,357	2,928,786	2,914,200	5.08%
EQUIPMENT SERVICE FUND	454,808	1,314,761	1,314,361	2,185,524	66.23%
EQPT REPL - GOVERNMENTAL	1,755,832	1,766,802	1,741,802	2,979,042	68.61%
EQP REPL - PROPRIETARY	396,450	535,192	525,192	440,354	-17.72%
SUPPORT SERVICES FUND	2,387,363	5,058,104	5,066,781	5,340,000	5.57%
SOLID WASTE FUND	3,244,718	3,356,609	3,351,609	3,418,411	1.84%
CEMETERY OPERATIONS FUND	42,406	30,746	30,746	30,746	0.00%
CEMETERY ROYALTY FUND	15,461	26,500	26,500	26,500	0.00%
CEMETERY ENDOWMENT FUND	12,656	7,500	7,500	7,500	0.00%
HEALTH INSURANCE FUND	7,930,200	5,631,357	5,631,357	5,631,357	0.00%
TOTAL REVENUES	**$ 121,150,335**	**$ 126,018,366**	**$ 132,640,908**	**$ 135,712,307**	7.69%

EXPENDITURES	2020-2021 Actual	2021-2022 Budget	2021-2022 Estimate	2022-2023 Budget Proposed	2021-2022/ 2022-2023 Change
GENERAL FUND	$ 43,570,143	$ 50,271,828	$ 50,079,789	$ 55,328,010	10.06%
DEBT SERVICE FUND - GENERAL	7,577,201	7,237,347	7,237,347	7,513,108	3.81%
BCBD 4A SALES TAX SRF	11,668,449	9,563,124	9,595,376	4,962,661	-48.11%
BCBD 4B SALES TAX SRF	5,823,964	6,424,096	6,319,266	9,011,863	40.28%
PARKS PERFORMANCE FUND	3,774,839	4,807,399	4,356,752	5,131,200	6.74%
STDSF - 4A SALES TAX	2,393,446	1,990,375	1,990,375	1,828,130	-8.15%
STDSF - 4B SALES TAX	1,845,277	1,394,724	1,394,424	1,391,659	-0.22%
HOTEL/MOTEL TAX FUND	277,373	576,795	520,695	839,286	45.51%
BURLESON TIF #2	578,459	945,764	992,968	1,021,841	8.04%
BURLESON TIF #3	-	-	338,654	-	N/A
BURLESON PID #1	549	64,577	60,000	61,582	-4.64%
BURLESON PID #2	2,343	12,206	7,050	7,405	-39.33%
CABLE FRANCHISE PEG SRF	237,517	47,260	47,260	47,799	1.14%
MC JUVENILE CASE MGR SRF	65,940	159,632	154,907	38,070	-76.15%
MC BLDG SECURITY SRF	4,767	38,525	38,525	39,194	1.74%
MC TECHNOLOGY SRF	12,213	96,261	85,304	37,837	-60.69%
MC TIME PAYMENT SRF	-	10,000	-	-	-100.00%
OTHER SPECIAL REVENUE FUNDS	502,939	-	142,981	59,000	N/A
WATER & WASTEWATER FUND	22,905,861	24,474,995	23,557,803	25,618,998	4.67%
HIDDEN CREEK GOLF COURSE	2,441,336	2,922,761	2,928,786	2,914,200	-0.29%
EQUIPMENT SERVICE FUND	521,109	1,608,069	1,546,445	2,023,639	25.84%
EQPT REPL - GOVERNMENTAL	499,011	5,008,937	4,136,000	2,461,658	-50.85%
EQP REPL - PROPRIETARY	148,809	1,450,170	1,351,036	389,836	-73.12%
SUPPORT SERVICES FUND	2,548,082	5,512,926	5,354,149	5,701,729	3.42%
SOLID WASTE FUND	3,583,450	3,673,177	3,693,583	3,879,653	5.62%
CEMETERY OPERATIONS FUND	69,491	20,550	20,525	23,766	15.65%
CEMETERY ROYALTY FUND	709	7,750	7,750	7,750	0.00%
CEMETERY ENDOWMENT FUND	-	-	-	-	N/A
HEALTH INSURANCE FUND	4,746,006	4,778,139	4,927,022	5,685,193	18.98%
TOTAL OPERATING EXPENDITURES	**$ 115,799,283**	**$ 133,097,387**	**$ 130,884,772**	**$ 136,025,067**	2.20%
CAPITAL PROJECTS- GOVERNMENTAL	-	18,487,418	18,487,418	58,524,376	216.56%
CAPITAL PROJECTS- PROPIETARY		15,514,852	15,514,852	9,733,840	-37.26%
TOTAL CAPITAL EXPENDITURES	-	34,002,270	34,002,270	68,258,216	
TOTAL EXPENDITURES	**$ 115,799,283**	**$ 167,099,657**	**$ 164,887,042**	**$ 204,283,283**	22.25%

THREE YEAR FUND SUMMARIES BY REVENUE, EXPENDITURES AND FUND BALANCE FY 2022-2023

	MAJOR GOVERNMENTAL FUND GENERAL FUND			
	2020-21 ACTUAL	2021-22 BUDGET	2021-22 ESTIMATE	2022-23 BUDGET
Beginnig fund balance/ working capital	**$ 13,713,855**	**$ 15,690,783**	**$ 18,339,905**	**$ 22,135,781**
Revenues				
Ad Valorem Taxes	23,123,953	23,363,607	23,674,069	25,452,882
Sales Taxes	12,486,272	12,414,500	13,995,907	14,415,784
Franchise Fees	2,447,587	2,475,000	2,633,700	2,684,105
Licenses And Permits	1,294,234	1,597,340	1,561,250	1,732,440
Charge for Service	26,153	40,170	29,550	35,850
Fines And Forfeitures	1,060,099	1,081,500	1,081,500	1,092,315
Interest	30,768	300,000	193,000	325,000
Miscellaneous	3,017,718	3,445,529	3,573,808	4,945,084
Other Sources	4,709,409	5,887,296	7,132,881	2,467,637
Total revenues	**48,196,193**	**50,604,942**	**53,875,665**	**53,151,097**
Expenditures				
Personal Services	30,994,570	33,462,106	32,807,619	36,316,842
Material & Supplies	1,178,282	1,603,293	1,640,389	2,103,839
Purchased Services	3,565,752	3,790,106	3,991,636	4,307,863
Maintenance And Repair	1,558,936	1,828,938	1,843,700	1,998,807
Other Expenditures	5,546,224	7,759,064	7,976,489	10,182,302
Capital Outlay	726,379	1,828,321	1,819,956	418,357
Total expenditures	**43,570,143**	**50,271,828**	**50,079,789**	**55,328,010**
Change in fund balance	4,626,050	333,114	3,795,876	(2,176,913)
Ending fund balance/ working capital	**$ 18,339,905**	**$ 16,023,897**	**$ 22,135,781**	**$ 19,958,868**

THREE YEAR FUND SUMMARIES BY REVENUE, EXPENDITURES AND FUND BALANCE FY 2022-2023

	MAJOR GOVERNMENTAL FUND GENERAL DEBT SERVICE			
	2020-21 ACTUAL	2021-22 BUDGET	2021-22 ESTIMATE	2022-23 BUDGET
Beginnig fund balance/ working capital	**$ 2,398,154**	**$ 2,201,691**	**$ 2,241,126**	**$ 2,632,298**
Revenues				
Ad Valorem	7,022,924	7,234,969	7,234,969	8,575,013
Other sources	397,249	393,550	393,550	394,550
Total revenues	**7,420,173**	**7,628,519**	**7,628,519**	**8,969,563**
Expenditures				
Debt service	7,577,201	7,237,347	7,237,347	7,512,784
Other Expenditures	-	-	-	324
Total expenditures	**7,577,201**	**7,237,347**	**7,237,347**	**7,513,108**
Change in fund balance	(157,028)	391,172	391,172	1,456,455
Ending fund balance/ working capital	**$ 2,241,126**	**$ 2,592,863**	**$ 2,632,298**	**$ 4,088,753**

THREE YEAR FUND SUMMARIES BY REVENUE, EXPENDITURES AND FUND BALANCE FY 2022-2023

	MAJOR GOVERNMENTAL FUND 4A SALES TAX REVENUE			
	2020-21 ACTUAL	2021-22 BUDGET	2021-22 ESTIMATE	2022-23 BUDGET
Beginnig fund balance/ working capital	**$ 7,793,082**	**$ 2,443,008**	**$ 2,474,806**	**$ 973,149**
Revenues				
Sales Tax	6,157,778	6,128,500	6,910,034	7,117,335
Interest	2,600	25,750	15,000	15,000
Miscellaneous	189,795	188,200	1,168,685	190,000
Total revenues	**6,350,173**	**6,342,450**	**8,093,719**	**7,322,335**
Expenditures				
Personnel Services	301,783	303,574	350,185	487,864
Material & Supplies	8,171	10,750	8,250	5,750
Purchased Services	255,750	304,367	312,758	555,873
Maintenance and Repair	24,525	35,000	27,750	35,000
Transfers out:				
4A Debt	2,393,447	1,990,375	1,990,375	1,826,505
General Fund- Adm.	256,118	366,203	366,203	176,925
Capital	2,045,760	-	-	-
Economic Incentives	385,991	1,112,500	1,112,500	1,375,000
Other Expenditures	149,137	440,355	427,355	499,744
Capital Outlay	5,847,767	5,000,000	5,000,000	-
Total expenditures	**11,668,449**	**9,563,124**	**9,595,376**	**4,962,661**
Change in fund balance	(5,318,276)	(3,220,674)	(1,501,657)	2,359,674
Ending fund balance/ working capital	**$ 2,474,806**	**$ (777,666)**	**$ 973,149**	**$ 3,332,823**

THREE YEAR FUND SUMMARIES BY REVENUE, EXPENDITURES AND FUND BALANCE FY 2022-2023

	MAJOR GOVERNMENTAL FUND 4B SALES TAX REVENUE			
	2020-21 ACTUAL	2021-22 BUDGET	2021-22 ESTIMATE	2022-23 BUDGET
Beginnig fund balance/ working capital	**$ 4,606,639**	**$ 4,158,317**	**$ 4,941,248**	**$ 5,547,016**
Revenues				
Sales Tax	6,157,778	6,128,500	6,910,034	7,117,335
Interest	795	15,000	15,000	70,000
Transfer In	-	-	-	-
Total revenues	**6,158,573**	**6,143,500**	**6,925,034**	**7,187,335**
Expenditures				
Personal Services	-	193,403	156,449	337,433
Material & Supplies	-	3,900	3,900	20,000
Purchased Services	6,746	3,500	3,500	8,500
Maintenance And Repair	376,336	292,325	277,328	-
Transfers Out				
4B Debt	1,844,545	1,393,675	1,393,675	1,390,800
General Fund- Adm.	10,000	15,450	15,450	153,109
Golf	909,702	1,217,718	1,174,226	1,104,630
PPF	2,676,635	2,715,418	2,706,031	3,130,479
Capital	-		-	-
Economic Incentives	-	412,500	412,500	566,667
Miscellaneous	-	-		-
Other Expenditures	-	176,207	176,207	281,845
Capital Outlay	-	-	-	2,018,400
Total expenditures	**5,823,964**	**6,424,096**	**6,319,266**	**9,011,863**
Change in fund balance	334,609	(280,596)	605,768	(1,824,528)
Ending fund balance/ working capital	**$ 4,941,248**	**$ 3,877,721**	**$ 5,547,016**	**$ 3,722,488**

THREE YEAR FUND SUMMARIES BY REVENUE, EXPENDITURES AND FUND BALANCE FY 2022-2023

	MAJOR GOVERNMENTAL FUND PARKS PERFORMANCE FUND			
	2020-21 ACTUAL	2021-22 BUDGET	2021-22 ESTIMATE	2022-23 BUDGET
Beginnig fund balance/ working capital	**$ -**	**$ -**	**$ -**	**$ -**
Revenues				
Charges for services	1,095,571	2,014,006	1,650,000	2,000,000
Investment income	645	721	721	721
Contributions	2,676,635	2,715,418	2,706,031	3,130,479
Other Sources	1,988	5,000	-	-
Total revenues	**3,774,839**	**4,735,145**	**4,356,752**	**5,131,200**
Expenditures				
Personnel services	2,159,115	2,809,758	2,283,714	2,603,561
Material & Supplies	144,141	243,162	234,404	218,640
Purchased Services	617,409	545,764	625,061	725,586
Maintenance And Repair	131,247	315,801	324,996	388,837
Other expenditures	494,984	701,555	701,555	974,006
Capital outlay	227,943	191,359	187,022	220,570
Total expenditures	**3,774,839**	**4,807,399**	**4,356,752**	**5,131,200**
Change in fund balance	-	(72,254)	-	-
Ending fund balance/ working capital	**$ -**	**$ (72,254)**	**$ -**	**$ -**

THREE YEAR FUND SUMMARIES BY REVENUE, EXPENDITURES AND FUND BALANCE FY 2022-2023

	MAJOR GOVERNMENTAL FUND 4A SALES TAX DEBT SERVICE REVENUE			
	2020-21 ACTUAL	2021-22 BUDGET	2021-22 ESTIMATE	2022-23 BUDGET
Beginnig fund balance/ working capital	**$ 285,916**	**$ 286,916**	**$ 286,051**	**$ 286,051**
Revenues				
Interest	134	1,000	-	-
Transfers in	2,393,447	1,990,375	1,990,375	1,826,505
Total revenues	**2,393,581**	**1,991,375**	**1,990,375**	**1,826,505**
Expenditures				
Debt service	2,393,446	1,990,375	1,990,375	1,828,130
Total expenditures	**2,393,446**	**1,990,375**	**1,990,375**	**1,828,130**
Change in fund balance	135	1,000	-	(1,625)
Ending fund balance/ working capital	**$ 286,051**	**$ 287,916**	**$ 286,051**	**$ 284,426**

THREE YEAR FUND SUMMARIES BY REVENUE, EXPENDITURES AND FUND BALANCE FY 2022-2023

	MAJOR GOVERNMENTAL FUND 4B SALES TAX DEBT SERVICE REVENUE			
	2020-21 ACTUAL	2021-22 BUDGET	2021-22 ESTIMATE	2022-23 BUDGET
Beginnig fund balance/ working capital	**$ 465,950**	**$ 473,401**	**$ 465,602**	**$ 464,853**
Revenues				
Interest	385	8,500	-	-
Transfers in	1,844,544	1,393,675	1,393,675	1,390,800
Total revenues	**1,844,929**	**1,402,175**	**1,393,675**	**1,390,800**
Expenditures				
Debt service	1,845,277	1,394,724	1,394,424	1,391,659
Transfers out	-	-	-	-
Total expenditures	**1,845,277**	**1,394,724**	**1,394,424**	**1,391,659**
Change in fund balance	(348)	7,451	(749)	(859)
Ending fund balance/ working capital	**$ 465,602**	**$ 480,852**	**$ 464,853**	**$ 463,994**

THREE YEAR FUND SUMMARIES BY REVENUE, EXPENDITURES AND FUND BALANCE FY 2022-2023

	NON-MAJOR GOVERNMENTAL FUND HOTEL MOTEL OCCUPANCY TAX FUND			
	2020-21 ACTUAL	2021-22 BUDGET	2021-22 ESTIMATE	2022-23 BUDGET
Beginnig fund balance/ working capital	**$ 697,823**	**$ 596,356**	**$ 902,283**	**$ 858,050**
Revenues				
Hotel Motel Tax	455,114	244,625	455,047	467,776
Investment income	469	1,415	1,415	1,415
Miscellaneous	26,250	20,000	20,000	20,000
Total revenues	**481,833**	**266,040**	**476,462**	**489,191**
Expenditures				
Material & Supplies	-	2,100	2,100	2,100
Purchased services	93,677	78,160	77,060	297,998
Maintenance And Repair	2,200	2,000	2,000	5,000
Other expenditures	181,496	269,535	214,535	284,188
Capital Outlay	-	225,000	225,000	250,000
Total expenditures	**277,373**	**576,795**	**520,695**	**839,286**
Change in fund balance	204,460	(310,755)	(44,233)	(350,095)
Ending fund balance/ working capital	**$ 902,283**	**$ 285,601**	**$ 858,050**	**$ 507,955**

THREE YEAR FUND SUMMARIES BY REVENUE, EXPENDITURES AND FUND BALANCE FY 2022-2023

	NON-MAJOR GOVERNMENTAL FUND TIF #2 FUND			
	2020-21 ACTUAL	2021-22 BUDGET	2021-22 ESTIMATE	2022-23 BUDGET
Beginnig fund balance/ working capital	**$ 540,429**	**$ 636,189**	**$ 824,283**	**$ 807,995**
Revenues				
TIF- Ad valorem	848,734	955,938	962,680	1,103,298
Miscellaneous	13,579	-	14,000	14,000
Total revenues	**862,313**	**955,938**	**976,680**	**1,117,298**
Expenditures				
Personnel services	88,086	300,879	312,294	322,714
Material & Supplies	-	37,968	33,728	5,500
Purchased services	9,898	13,900	13,929	13,950
Maintenance And Repair	39,545	85,250	125,250	125,000
Other expenditures	43,681	114,217	114,217	160,127
Transfers out	397,249	393,550	393,550	394,550
Total expenditures	**578,459**	**945,764**	**992,968**	**1,021,841**
Change in fund balance	283,854	10,174	(16,288)	95,457
Ending fund balance/ working capital	**$ 824,283**	**$ 646,363**	**$ 807,995**	**$ 903,452**

THREE YEAR FUND SUMMARIES BY REVENUE, EXPENDITURES AND FUND BALANCE FY 2022-2023

	NON-MAJOR GOVERNMENTAL FUND TIF #3 FUND			
	2020-21 ACTUAL	2021-22 BUDGET	2021-22 ESTIMATE	2022-23 BUDGET
Beginnig fund balance/ working capital	**$ 78,728**	**$ 132,394**	**$ 135,654**	**$ -**
Revenues				
TIF - Ad valorem	56,926	193,142	203,000	-
Total revenues	**56,926**	**193,142**	**203,000**	**-**
Expenditures				
Other expenditures	-	-	338,654	-
Total expenditures	**-**	**-**	**338,654**	**-**
Change in fund balance	56,926	193,142	(135,654)	-
Ending fund balance/ working capital	**$ 135,654**	**$ 325,536**	**$ -**	**$ -**

THREE YEAR FUND SUMMARIES BY REVENUE, EXPENDITURES AND FUND BALANCE FY 2022-2023

	NON-MAJOR GOVERNMENTAL FUND PID #1 FUND			
	2020-21 ACTUAL	2021-22 BUDGET	2021-22 ESTIMATE	2022-23 BUDGET
Beginnig fund balance/ working capital	**$ 4,577**	**$ -**	**$ 47,804**	**$ 56,804**
Revenues				
Assessment	43,776	60,000	69,000	70,000
Other Sources	-	-	-	-
Total revenues	**43,776**	**60,000**	**69,000**	**70,000**
Expenditures				
Purchased services	549	64,577	60,000	60,000
Other expenditures	-	-	-	1,582
Total expenditures	**549**	**64,577**	**60,000**	**61,582**
Change in fund balance	43,227	(4,577)	9,000	8,418
Ending fund balance/ working capital	**$ 47,804**	**$ (4,577)**	**$ 56,804**	**$ 65,222**

THREE YEAR FUND SUMMARIES BY REVENUE, EXPENDITURES AND FUND BALANCE FY 2022-2023

	NON-MAJOR GOVERNMENTAL FUND PID #2 FUND			
	2020-21 ACTUAL	2021-22 BUDGET	2021-22 ESTIMATE	2022-23 BUDGET
Beginnig fund balance/ working capital	**$ -**	**$ 7,050**	**$ 5,157**	**$ 5,607**
Revenues				
Other Sources	7,500	7,500	7,500	7,500
Total revenues	**7,500**	**7,500**	**7,500**	**7,500**
Expenditures				
Purchased services	2,343	12,206	7,050	7,050
Other expenditures	-	-	-	355
Total expenditures	**2,343**	**12,206**	**7,050**	**7,405**
Change in fund balance	5,157	(4,706)	450	95
Ending fund balance/ working capital	**$ 5,157**	**$ 2,344**	**$ 5,607**	**$ 5,702**

THREE YEAR FUND SUMMARIES BY REVENUE, EXPENDITURES AND FUND BALANCE FY 2022-2023

	NON-MAJOR GOVERNMENTAL FUND PEG FUND REVENUE			
	2020-21 ACTUAL	2021-22 BUDGET	2021-22 ESTIMATE	2022-23 BUDGET
Beginnig fund balance/ working capital	**$ -**	**$ -**	**$ 5,203**	**$ 17,943**
Revenues				
PEG Fees	57,309	60,000	60,000	60,000
Other Sources	185,411	-	-	-
Total revenues	**242,720**	**60,000**	**60,000**	**60,000**
Expenditures				
Purchased services	4,012	3,500	3,500	3,500
Other Expenditures	147,760	3,760	3,760	4,299
Capital outlay	85,745	40,000	40,000	40,000
Total expenditures	**237,517**	**47,260**	**47,260**	**47,799**
Change in fund balance	5,203	12,740	12,740	12,201
Ending fund balance/ working capital	**$ 5,203**	**$ 12,740**	**$ 17,943**	**$ 30,144**

THREE YEAR FUND SUMMARIES BY REVENUE, EXPENDITURES AND FUND BALANCE FY 2022-2023

	NON-MAJOR GOVERNMENTAL FUND JUVENILE CASE MANAGER FUND REVENUE			
	2020-21 ACTUAL	2021-22 BUDGET	2021-22 ESTIMATE	2022-23 BUDGET
Beginnig fund balance/ working capital	**$ -**	**$ 173,544**	**$ 179,349**	**$ 56,442**
Revenues				
Fines and Forfeitures	32,248	40,000	32,000	32,960
Other Sources	213,041	-	-	
Total revenues	**245,289**	**40,000**	**32,000**	**32,960**
Expenditures				
Personnel services	65,935	925	-	-
Purchased services	-	2,300	-	-
Maintenance And Repair	5	1,500	-	-
Other expenditures	-	154,907	154,907	38,070
Total expenditures	**65,940**	**159,632**	**154,907**	**38,070**
Change in fund balance	179,349	(119,632)	(122,907)	(5,110)
Ending fund balance/ working capital	**$ 179,349**	**$ 53,912**	**$ 56,442**	**$ 51,332**

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REVENUE, EXPENDITURES AND FUND BALANCE
FY 2022-2023

	NON-MAJOR GOVERNMENTAL FUND BUILDING SECURITY FUND REVENUE			
	2020-21 ACTUAL	2021-22 BUDGET	2021-22 ESTIMATE	2022-23 BUDGET
Beginnig fund balance/ working capital	**$ -**	**$ 74,809**	**$ 87,361**	**$ 83,836**
Revenues				
Fines and Forfeitures	30,434	35,000	35,000	35,000
Other Sources	61,694	-	-	-
Total revenues	**92,128**	**35,000**	**35,000**	**35,000**
Expenditures				
Material & Supplies	145	33,525	33,525	33,525
Maintenance And Repair	4,622	5,000	5,000	5,000
Other expenditures	-	-	-	669
Total expenditures	**4,767**	**38,525**	**38,525**	**39,194**
Change in fund balance	87,361	(3,525)	(3,525)	(4,194)
Ending fund balance/ working capital	**$ 87,361**	**$ 71,284**	**$ 83,836**	**$ 79,642**

THREE YEAR FUND SUMMARIES BY REVENUE, EXPENDITURES AND FUND BALANCE FY 2022-2023

	NON-MAJOR GOVERNMENTAL FUND COURT TECHNOLOGY FUND REVENUE			
	2020-21 ACTUAL	2021-22 BUDGET	2021-22 ESTIMATE	2022-23 BUDGET
Beginnig fund balance/ working capital	**$ -**	**$ 140,851**	**$ 147,304**	**$ 92,000**
Revenues				
Fines and Forfeitures	25,555	30,000	30,000	30,000
Other Sources	133,962	-	-	-
Total revenues	**159,517**	**30,000**	**30,000**	**30,000**
Expenditures				
Personnel services	5,130	12,000	5,000	5,000
Purchased services	7,083	11,761	4,000	4,000
Maintenance And Repair	-	-	3,804	-
Other Expenditures	-	24,250	24,250	28,837
Capital outlay	-	48,250	48,250	-
Total expenditures	**12,213**	**96,261**	**85,304**	**37,837**
Change in fund balance	147,304	(66,261)	(55,304)	(7,837)
Ending fund balance/ working capital	**$ 147,304**	**$ 74,590**	**$ 92,000**	**$ 84,163**

THREE YEAR FUND SUMMARIES BY REVENUE, EXPENDITURES AND FUND BALANCE FY 2022-2023

	NON-MAJOR GOVERNMENTAL FUND TIME PAYMENT FUND			
	2020-21 ACTUAL	2021-22 BUDGET	2021-22 ESTIMATE	2022-23 BUDGET
Beginnig fund balance/ working capital	**$ -**	**$ 12,500**	**$ -**	**$ -**
Revenues				
Fines and Forfeitures	50	1,500	-	-
Other Sources	-	-	-	
Total revenues	**50**	**1,500**	**-**	**-**
Expenditures				
Other Expednitures	-	10,000	-	-
Total expenditures	**-**	**10,000**	**-**	**-**
Change in fund balance	50	(8,500)	-	-
Ending fund balance/ working capital	**$ 50**	**$ 4,000**	**$ -**	**$ -**

THREE YEAR FUND SUMMARIES BY REVENUE, EXPENDITURES AND FUND BALANCE FY 2022-2023

	NON-MAJOR GOVERNMENTAL FUND OTHER SPECIAL REVENUE FUNDS			
	2020-21 ACTUAL	2021-22 BUDGET	2021-22 ESTIMATE	2022-23 BUDGET
Beginnig fund balance/ working capital	**$ -**	**$ -**	**$ 562**	**$ 99,879**
Revenues				
Public Safety	432,776	-	57,880	11,700
Public Works	15,861	-	110,488	18,000
Culture & Recreation	54,864	-	73,930	24,100
Total revenues	**503,501**	**-**	**242,298**	**53,800**
Expenditures				
Personnel Services	8,255	-	2,500	17,300
Material & Supplies	40,754	-	27,883	19,000
Purchased Services	323	-	4,000	10,700
Maintenance and Repair	287	-	400	-
Other Expednitures	444,130	-	108,198	12,000
Capital outlay	9,190	-	-	-
Total expenditures	**502,939**	**-**	**142,981**	**59,000**
Change in fund balance	562	-	99,317	(5,200)
Ending fund balance/ working capital	**$ 562**	**$ -**	**$ 99,879**	**$ 94,679**

THREE YEAR FUND SUMMARIES BY REVENUE, EXPENDITURES AND FUND BALANCE FY 2022-2023

	MAJOR PROPRIETARY FUND WATER & WASTEWATER FUND			
	2020-21 ACTUAL	2021-22 BUDGET	2021-22 ESTIMATE	2022-23 BUDGET
Beginnig fund balance/ working capital	**$ 9,773,851**	**$ 10,686,693**	**$ 10,503,081**	**$ 12,565,873**
Revenues				
Charges for Services	21,803,434	22,926,362	23,084,745	23,550,739
Interest	10,842	80,000	50,000	250,000
Misc	91,645	97,469	89,469	89,469
Other sources	1,729,170	1,916,381	2,396,381	1,973,881
Total revenues	**23,635,091**	**25,020,212**	**25,620,595**	**25,864,089**
Expenditures				
Personnel services	1,937,583	2,247,277	2,308,920	3,061,757
Material & Supplies	157,122	180,540	131,109	141,223
Purchased Services	8,439,222	9,769,366	8,774,816	9,556,422
Maintenance And Repair	216,141	188,698	213,154	319,883
Other expenditures	3,991,505	3,252,713	3,252,713	3,042,809
Capital outlay	143,304	832,600	832,600	947,944
Debt services	6,336,471	6,300,422	6,300,422	6,760,759
Franchise fee	881,504	795,430	819,069	835,451
Pilot	803,009	907,949	925,000	952,750
Total expenditures	**22,905,861**	**24,474,995**	**23,557,803**	**25,618,998**
Change in fund balance	729,230	545,217	2,062,792	245,091
Ending fund balance/ working capital	**$ 10,503,081**	**$ 11,231,910**	**$ 12,565,873**	**$ 12,810,964**

THREE YEAR FUND SUMMARIES BY REVENUE, EXPENDITURES AND FUND BALANCE FY 2022-2023

	MAJOR PROPRIETARY FUND HIDDEN CREEK GOLF COURSE FUND			
	2020-21 ACTUAL	2021-22 BUDGET	2021-22 ESTIMATE	2022-23 BUDGET
Beginnig fund balance/ working capital	**$ -**	**$ -**	**$ -**	**$ -**
Revenues				
Charges for services	1,519,981	1,551,119	1,750,000	1,802,500
Investment income	112	20	60	-
Contributions	547,624	846,315	802,823	731,114
Other sources	373,619	375,903	375,903	380,586
Total revenues	**2,441,336**	**2,773,357**	**2,928,786**	**2,914,200**
Expenditures				
Personnel services	1,102,329	1,180,067	1,191,516	1,231,194
Material & Supplies	130,643	115,746	108,819	136,546
Purchased Services	410,918	376,889	377,474	391,484
Maintenance And Repair	94,905	197,154	199,654	72,950
Other expenditures	341,514	545,752	544,952	705,940
Capital outlay	-	135,250	134,468	-
Debt services	361,027	371,903	371,903	376,086
Total expenditures	**2,441,336**	**2,922,761**	**2,928,786**	**2,914,200**
Change in fund balance	-	(149,404)	-	-
Ending fund balance/ working capital	**$ -**	**$ (149,404)**	**$ -**	**$ -**

THREE YEAR FUND SUMMARIES BY REVENUE, EXPENDITURES AND FUND BALANCE FY 2022-2023

	MAJOR PROPRIETARY FUND EQUIPMENT SERVICE FUND REVENUE			
	2020-21 ACTUAL	2021-22 BUDGET	2021-22 ESTIMATE	2022-23 BUDGET
Beginnig fund balance/ working capital	**$ 148,468**	**$ 141,602**	**$ 82,167**	**$ (149,917)**
Revenues				
Charges for services	454,688	1,314,361	1,314,361	2,185,524
Investment income	120	400	-	-
Other sources	-	-	-	-
Total revenues	**454,808**	**1,314,761**	**1,314,361**	**2,185,524**
Expenditures				
Personnel services	319,302	402,808	389,617	504,194
Material & Supplies	60,723	23,115	23,465	23,115
Purchased Services	84,887	611,892	563,109	736,404
Maintenance And Repair	7,976	478,858	478,858	490,203
Other expenditures	48,221	91,396	91,396	269,723
Capital outlay	-	-	-	-
Total expenditures	**521,109**	**1,608,069**	**1,546,445**	**2,023,639**
Change in fund balance	(66,301)	(293,308)	(232,084)	161,885
Ending fund balance/ working capital	**$ 82,167**	**$ (151,706)**	**$ (149,917)**	**$ 11,968**

THREE YEAR FUND SUMMARIES BY REVENUE, EXPENDITURES AND FUND BALANCE FY 2022-2023

	MAJOR PROPRIETARY FUND EQUIPMENT REPLACEMENT FUND (GOV)			
	2020-21 ACTUAL	2021-22 BUDGET	2021-22 ESTIMATE	2022-23 BUDGET
Beginnig fund balance/ working capital	**$ 4,686,880**	**$ 4,662,584**	**$ 5,943,701**	**$ 3,549,503**
Revenues				
Investment income	7,911	45,000	20,000	25,000
Contributions	1,678,171	1,721,802	1,721,802	2,954,042
Other Sources	69,750	-	-	-
Total revenues	**1,755,832**	**1,766,802**	**1,741,802**	**2,979,042**
Expenditures				
Other expenditures	-	3,000,000	3,000,000	4,658
Capital outlay	499,011	2,008,937	1,136,000	2,457,000
Total expenditures	**499,011**	**5,008,937**	**4,136,000**	**2,461,658**
Change in fund balance	1,256,821	(3,242,135)	(2,394,198)	517,384
Ending fund balance/ working capital	**$ 5,943,701**	**$ 1,420,449**	**$ 3,549,503**	**$ 4,066,887**

THREE YEAR FUND SUMMARIES BY REVENUE, EXPENDITURES AND FUND BALANCE FY 2022-2023

	MAJOR PROPRIETARY FUND EQUIPMENT REPLACEMENT FUND (PROP)			
	2020-21 ACTUAL	2021-22 BUDGET	2021-22 ESTIMATE	2022-23 BUDGET
Beginnig fund balance/ working capital	**$ 1,230,357**	**$ 1,341,677**	**$ 1,477,998**	**$ 652,154**
Revenues				
Investment income	1,391	15,000	5,000	5,000
Contributions	391,059	520,192	520,192	435,354
Other Sources	4,000	-	-	-
Total revenues	**396,450**	**535,192**	**525,192**	**440,354**
Expenditures				
Transfer to Water & Sewer	-	1,000,000	1,000,000	-
Other expenditures	-	-	-	1,336
Capital outlay	148,809	450,170	351,036	388,500
Total expenditures	**148,809**	**1,450,170**	**1,351,036**	**389,836**
Change in fund balance	247,641	(914,978)	(825,844)	50,518
Ending fund balance/ working capital	**$ 1,477,998**	**$ 426,699**	**$ 652,154**	**$ 702,672**

THREE YEAR FUND SUMMARIES BY REVENUE, EXPENDITURES AND FUND BALANCE FY 2022-2023

	MAJOR PROPRIETARY FUND SUPPORT SERVICES FUND			
	2020-21 ACTUAL	2021-22 BUDGET	2021-22 ESTIMATE	2022-23 BUDGET
Beginnig fund balance/ working capital	**$ 892,856**	**$ 312,828**	**$ 732,137**	**$ 444,769**
Revenues				
Charges for services	2,285,977	5,052,104	5,064,781	5,340,000
Investment income	660	6,000	2,000	-
Other sources	100,726	-	-	-
Total reveneus	**2,387,363**	**5,058,104**	**5,066,781**	**5,340,000**
Expenditures				
Personnel services	1,187,219	1,416,265	1,410,422	1,709,257
Material & Supplies	199,328	229,250	229,250	677,651
Purchased Services	142,918	534,697	355,175	254,311
Maintenance And Repair	737,719	1,127,196	1,070,085	1,191,463
Other expenditures	3,540	3,540	3,540	282,421
Capital outlay	277,358	2,201,978	2,285,677	1,586,626
Total expenditures	**2,548,082**	**5,512,926**	**5,354,149**	**5,701,729**
Change in fund balance	(160,719)	(454,822)	(287,368)	(361,729)
Ending fund balance/ working capital	**$ 732,137**	**$ (141,994)**	**$ 444,769**	**$ 83,040**

THREE YEAR FUND SUMMARIES BY REVENUE, EXPENDITURES AND FUND BALANCE FY 2021-2022

	NON-MAJOR GOVERNMENTAL FUND SOLID WASTE FUND			
	2019-20 ACTUAL	2020-21 BUDGET	2020-21 ESTIMATE	2022-23 BUDGET
Beginnig fund balance/ working capital	**$ 1,683,064**	**$ 1,401,132**	**$ 1,344,332**	**$ 1,002,358**
Revenues				
Charges for services	3,242,900	3,341,609	3,341,609	3,408,411
Investment income	1,818	15,000	10,000	10,000
Total revenues	**3,244,718**	**3,356,609**	**3,351,609**	**3,418,411**
Expenditures				
Material & Supplies	10,937	11,000	11,132	11,000
Purchased Services	2,995,453	3,104,575	3,104,768	3,410,369
Other expenditures	340,572	314,019	312,683	214,701
Franchise	236,488	243,583	265,000	243,583
Total expenditures	**3,583,450**	**3,673,177**	**3,693,583**	**3,879,653**
Change in fund balance	(338,732)	(316,568)	(341,974)	(461,242)
Ending fund balance/ working capital	**$ 1,344,332**	**$ 1,084,564**	**$ 1,002,358**	**$ 541,116**

THREE YEAR FUND SUMMARIES BY REVENUE, EXPENDITURES AND FUND BALANCE FY 2022-2023

	NON-MAJOR GOVERNMENTAL FUND CEMETERY OPERATIONS FUND			
	2020-21 ACTUAL	2021-22 BUDGET	2021-22 ESTIMATE	2022-23 BUDGET
Beginnig fund balance/ working capital	**$ 232,855**	**$ 243,051**	**$ 205,770**	**$ 215,991**
Revenues				
Charges for services	42,431	30,000	30,000	30,000
Investment income	(25)	746	746	746
Total revenues	**42,406**	**30,746**	**30,746**	**30,746**
Expenditures				
Material & Supplies	64,488	-	-	-
Purchased services	5,003	20,550	20,525	20,522
Other expenditures	-	-	-	3,244
Total expenditures	**69,491**	**20,550**	**20,525**	**23,766**
Change in fund balance	(27,085)	10,196	10,221	6,980
Ending fund balance/ working capital	**$ 205,770**	**$ 253,247**	**$ 215,991**	**$ 222,971**

THREE YEAR FUND SUMMARIES BY REVENUE, EXPENDITURES AND FUND BALANCE FY 2022-2023

	NON-MAJOR GOVERNMENTAL FUND CEMETERY ROYALTY FUND			
	2020-21 ACTUAL	2021-22 BUDGET	2021-22 ESTIMATE	2022-23 BUDGET
Beginnig fund balance/ working capital	**$ 1,276,991**	**$ 436,456**	**$ 1,291,743**	**$ 1,310,493**
Revenues				
Investment income	1,202	10,000	10,000	10,000
Other sources	14,259	16,500	16,500	16,500
Total revenues	**15,461**	**26,500**	**26,500**	**26,500**
Expenditures				
Purchased services	709	7,750	7,750	7,750
Other expenditures	-	-	-	-
Capital outlay	-	-	-	-
Total expenditures	**709**	**7,750**	**7,750**	**7,750**
Change in fund balance	14,752	18,750	18,750	18,750
Ending fund balance/ working capital	**$ 1,291,743**	**$ 455,206**	**$ 1,310,493**	**$ 1,329,243**

THREE YEAR FUND SUMMARIES BY REVENUE, EXPENDITURES AND FUND BALANCE FY 2022-2023

	NON-MAJOR GOVERNMENTAL FUND CEMETERY ENDOWMENT FUND			
	2020-21 ACTUAL	2021-22 BUDGET	2021-22 ESTIMATE	2022-23 BUDGET
Beginnig fund balance/ working capital	**$ 136,969**	**$ 144,469**	**$ 149,625**	**$ 157,125**
Revenues				
Charges for services	12,656	7,500	7,500	7,500
Total revenues	**12,656**	**7,500**	**7,500**	**7,500**
Expenditures				
Other expenditures	-	-	-	-
Total expenditures	**-**	**-**	**-**	**-**
Change in fund balance	12,656	7,500	7,500	7,500
Ending fund balance/ working capital	**$ 149,625**	**$ 151,969**	**$ 157,125**	**$ 164,625**

THREE YEAR FUND SUMMARIES BY REVENUE, EXPENDITURES AND FUND BALANCE FY 2022-2023

	NON-MAJOR GOVERNMENTAL FUND HEALTH INSURANCE FUND			
	2020-21 ACTUAL	2021-22 BUDGET	2021-22 ESTIMATE	2022-23 BUDGET
Beginnig fund balance/ working capital	**$ -**	**$ 3,514,245**	**$ 3,184,194**	**$ 3,888,529**
Revenues				
Charges for services	5,508,872	5,619,357	5,619,357	5,619,357
Investment income	7,019	12,000	12,000	12,000
Other sources	2,414,309	-	-	-
Total revenues	**7,930,200**	**5,631,357**	**5,631,357**	**5,631,357**
Expenditures				
Claims	3,502,545	3,367,418	3,536,071	3,785,648
Purchased services	1,243,461	1,409,109	1,384,951	1,417,122
Other expenditures	-	1,612	6,000	482,423
Total expenditures	**4,746,006**	**4,778,139**	**4,927,022**	**5,685,193**
Change in fund balance	3,184,194	853,218	704,335	(53,836)
Ending fund balance/ working capital	**$ 3,184,194**	**$ 4,367,463**	**$ 3,888,529**	**$ 3,834,693**

FINANCING ALTERNATIVES CURRENTLY IN USE BY THE CITY OF BURLESON

Types of Financing	Applications	Positive Points	Negative Points
Pay as You Go-Current Operating Revenues			
Financing capital purchases out of current revenues during the life of the project.	Recurring expenses (vehicles) or small projects	No interest or issuance costs; lesser demands on management's time and shorter time period necessary to initiate projects	Not normally feasible for larger projects;possibly slower completion of projects; current users paying to benefit future users.
General Obligation Bonds			
Faith and credit financings requiring preparation of offering statements and bond ratings.	Medium and large projects	Lowest interest rate, flexible terms;no restrictive covenants involved;requires voter approval confirming public support.	Issuance costs higher than short term type of financing, but lower than revenue bonds;requires time and expense for voter approval.
Revenue Bonds			
Pledge of designated future revenues; requires preparation of complex offering statements, bond ratings and feasibility studies.	Large projects	Not faith and credit pledged; voter approval not required.	High interest and issuance costs; restrictive covenants involved; evidence of public support not obtained.
Combination Tax & Revenue Certificates of Obligations			
Direct obligations of the City, payable from the levy and collection of a direct and continuing ad valorem tax. May also be secured by a limited pledge of surplus net revenues of the City.	Large projects	Not faith and credit pledged; voter approval not required.	Higher interest and issuance cost; restrictive covenants involved; evidence of public support not obtained.

THE CITY OF

BURLESON

TEXAS

General Government 5 Year CIP Plan
2022 GO Bond Program

Project Name	FY2023	FY2024	FY2025	FY2026	FY2027	Total
SH174 Traffic Signal Improvements	$ 1,861,123	$ -	$ -	$ -	$ -	$ 1,861,123
Neighborhood Street Rebuild	$ 825,833	$ 750,000	$ 750,000	$ 750,000	$ -	$ 3,075,833
Alsbury- Hulen to CR 1020		$ 6,434,496		$ -	$ -	$ 6,434,496
Sidewalk program	$ 446,946	$ 200,000	$ 200,000	$ 200,000	$ 170,000	$ 1,216,946
Dual LT Lakewood at SH174 Intersection Improvement	$ 85,000	$ -	$ -	$ -	$ -	$ 85,000
Police Expansion	$ 3,600,000	$ 16,407,500	$ 16,409,500	$ -	$ -	$ 36,417,000
CR 1020 (Alsbury) Widening (design)	$ 2,500,000	$ -	$ -			$ 2,500,000
SH174 Widening (Schematic and Env)	$ -	$ 430,000	$ -	$ -	$ -	$ 430,000
Hulen at Wilshire Intersection	$ -	$ -	$ 200,000	$ 1,501,027	$ -	$ 1,701,027
Hulen Widening (SH174 to Candler)	$ -	$ -	$ 1,800,000	$ 6,003,653	$ -	$ 7,803,653
Hillside Dr. Elk Dr & FM731		$ -	$ 200,000	$ 836,509	$ -	$ 1,036,509
Fire Station	$ -	$ -	$ -	$ 2,500,000	$ 13,443,000	$ 15,943,000
FM1902 Pedestrian Mobility	$ -	$ -	$ -	$ 300,000	$ 1,189,901	$ 1,489,901
Wilshire Blvd (SH174) Construction Documents from Hulen to City Limits	$ -	$ -	$ -	$ 1,900,000	$ -	$ 1,900,000
E Renfro (FM3391)Widening PS&E	$ -		$ -	$ -	$ 2,697,512	$ 2,697,512
Bonds	**$ 9,318,902**	**$ 24,221,996**	**$ 19,559,500**	**$ 13,991,189**	**$ 17,500,413**	**$ 84,592,000**

Note: $1,413,000 proposed to be issued in FY2022

Parks and Golf 5 Year CIP Plan

Project	FY 23	FY 24	FY 25	FY 26	FY 27	Total
Parks						
Park Refurbishments						
Bartlett Playground					300,000	300,000
Cedar Ridge		200,000				200,000
Cindy Park						0
Elk Ridge	220,000					220,000
Heberle					235,000	235,000
Meadow Crest				220,000		220,000
Mistletoe		300,000				300,000
Oak Valley	500,000					500,000
Wakefield	200,000					200,000
Warren					500,000	500,000
Sport Fields						
Bartlett Field Regrading	1,500,000					1,500,000
Chisenhall Field Turf and Lighting	500,000	500,000	500,000	500,000	500,000	2,500,000
Hidden Creek Softball Relocation	250,000	2,000,000				2,250,000
Trails, Parking and Infrastructure						
Bailey Lake Low Water Crossing			220,000			220,000
Chisenhall and Bailey Lake Parking	2,001,000					2,001,000
Oak Valley Trail-Scott Street Trailhead		500,000				500,000
Village Creek Trail Phase IV		685,000				685,000
Village Creek Trail Phase III	2,417,160					2,417,160
Signage						
Park Monument Signs	65,000	65,000	65,000	65,000	65,000	325,000
City Wide Monument Signs	200,000	200,000				400,000
New Construction						
Shannon Creek Park	3,327,763					3,327,763
Community Park	4,000,000	500,000				4,500,000
Unplanned Park Improvements	50,000	50,000	50,000	50,000	50,000	250,000

Parks and Golf 5 Year CIP Plan (Continued)

BRiCk						
Upgrade A/C Control system and ventilation	500,000					500,000
Replace roof			1,000,000			1,000,000
Retiling of pool part room and family changing areas	62,000					62,000
Addition of Dry Sauna				380,000		380,000
Replacement of entry monument sign					35,000	35,000
Remodel of entryway (Admin, Kiosk, Rockwall and lighting)	125,000					125,000
Golf						
Monument Sign	28,750					28,750
Tee and Wayfinding signage		25,000				25,000
Bunkers						
Bunkers (1,16,17,18)	89,500					89,500
Bunkers (11,5,6,7,9)		97,750				97,750
Bunkers (2,3,4)			44,000			44,000
Bunkers (10,12)				30,800		30,800
Bunkers (13,14)					34,000	34,000
Tree Work						
Tree Removal and Limb up (Creek, 4,14)	49,000					49,000
Tree Removal and Limb up (7,9,10)				45,000		45,000
Tree Removal and Limb up (1,18)			45,000			45,000
Turf Improvements						
Range side (9) (shape, sod, cart path, trees)		45,000				45,000
Greens resurface (all 18) (remove and replace top 6' of material)					375,000	375,000
Ponds and Irrigation						
Pond Renovation bentonite/fountains (4,5,15)				85,000		85,000
Floating Intake Pipe Replacement			16,750			16,750
Park Total	15,230,923	5,000,000	835,000	835,000	1,650,000	23,550,923
BRiCk Total	687,000	0	1,000,000	380,000	35,000	2,102,000
Golf Total	167,250	167,750	105,750	160,800	409,000	1,010,550
Contingency/Escalation 5%	804,259	258,388	97,038	68,790	104,700	1,333,174
Total	**16,889,432**	**5,426,138**	**2,037,788**	**1,444,590**	**2,198,700**	**27,996,647**
Available Funding	1,975,000	204,033	105,750	160,800	409,000	2,854,583
Debt Sale	14,914,432	5,222,105	1,932,038	1,283,790	1,789,700	25,142,064
Total	**16,889,432**	**5,426,138**	**2,037,788**	**1,444,590**	**2,198,700**	**27,996,647**

4A 5 Year CIP Plan

4A Projects	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	Total
New Industrial Park	$ 5,000,000	$ 5,000,000	$ 10,000,000	$ -	$ -	$ 20,000,000
Chisolm Summit Infrastructure	$ 25,000,000	$ 10,000,000	$ -	$ -	$ -	$ 35,000,000
Total Projects	**$ 30,000,000**	**$ 15,000,000**	**$ 10,000,000**	**$ -**	**$ -**	**$ 55,000,000**
4A Bonds	$ 30,000,000	$ 15,000,000	$ 10,000,000	$ -	$ -	$ 55,000,000

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W&S 5 Year CIP Plan

Water Project	2023	2024	2025	2026	2027	TOTAL
Water Line Rehabilitation	$ 2,000,000	$ 2,000,000	$ 2,000,000	$ 2,000,000	$ 2,000,000	**$ 10,000,000**
Industrial Blvd Pump Station Expansion & Alsbury Pump Station Decomm	$ 1,288,380	$ 5,337,652	$ -	$ -	$ -	**$ 6,626,032**
Security Upgrades	$ 350,000	$ -	$ -	$ -	$ -	**$ 350,000**
AMI Feasibility Study	$ 200,000	$ -	$ -	$ -	$ -	**$ 200,000**
12" Willow Creek Waterline Looping	$ 154,625	$ 795,204	$ -	$ -	$ -	**$ 949,829**
Rate Model	$ 150,000	$ -	$ -	$ -	$ -	**$ 150,000**
Hulen Ground Storage Tank Rehabilitation	$ -	$ 1,438,743	$ -	$ -	$ -	**$ 1,438,743**
8" Village Creek Waterline Looping	$ -	$ -	$ 819,402	$ -	$ -	**$ 819,402**
Mountain Valley EST and GST Demolition	$ -	$ -	$ 690,602	$ -	$ -	**$ 690,602**
16" Hulen Street Waterline	$ -	$ -	$ 464,889	$ 3,299,185	$ -	**$ 3,764,074**
12" Waterline Loop for Mountain Valley	$ -	$ -	$ 236,154	$ 1,068,516	$ -	**$ 1,304,670**
12" Water Line from Wilshire to John Jones (Future Hulen)	$ -	$ -	$ 223,058	$ 1,261,800	$ -	**$ 1,484,858**
Offsite Water Supply from Fort Worth	$ -	$ -	$ -	$ 12,043,803	$ -	**$ 12,043,803**
Hulen Pump Station Expansion	$ -	$ -	$ -	$ 379,254	$ 2,692,203	**$ 3,071,457**
Turkey Peak Elevated Storage Tank Rehabilitation	$ -	$ -	$ -	$ -	$ 198,950	**$ 198,950**
8" County Road 715 Water Line Looping	$ -	$ -	$ -	$ -	$ 99,003	**$ 99,003**
TOTAL	**$ 4,143,005**	**$ 9,571,599**	**$ 4,434,105**	**$ 20,052,558**	**$ 4,990,156**	**$ 43,191,423**

Sewer Project	2023	2024	2025	2026	2027	TOTAL
Sewer Line Rehabilitation	$ 3,000,000	$ 3,000,000	$ 3,000,000	$ 3,000,000	$ 3,000,000	**$ 15,000,000**
Trunk Relief Line (Town Creek Basin Parallel Buildout Interceptors)	$ 2,493,569	$ 13,809,396	$ -	$ -	$ -	**$ 16,302,965**
Gateway Station Lift Station Rehabilitation	$ 97,266	$ 832,984	$ -	$ -	$ -	**$ 930,250**
Parkview Dr Sewer Upsizing to 10"	$ -	$ -	$ 136,323	$ 969,870	$ -	**$ 1,106,193**
12" WasteWater line Replacement in Village Creek Basin (Golf Course)	$ -	$ -	$ -	$ 173,017	$ 1,230,107	**$ 1,403,124**
TOTAL	**$ 5,590,835**	**$ 17,642,380**	**$ 3,136,323**	**$ 4,142,887**	**$ 4,230,107**	**$ 34,742,532**

Total Water & Sewer Projects	**$ 9,733,840**	**$ 27,213,979**	**$ 7,570,428**	**$ 24,195,445**	**$ 9,220,263**	**$ 77,933,955**
Total Cash Funding	$ 700,000	$ -	$ -	$ -	$ -	$ 700,000
Total W&S Bonds	$ 9,033,840	$ 27,213,979	$ 7,570,428	$ 24,195,445	$ 9,220,263	$ 77,233,955
Total	**$ 9,733,840**	**$ 27,213,979**	**$ 7,570,428**	**$ 24,195,445**	**$ 9,220,263**	**$ 77,933,955**

Additional Capital Projects

Additonal Projects	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	TOTAL
Fire Station 2 Improvements	$ 300,000	$ 1,700,000	$ -	$ -	$ -	**$ 2,000,000**
City Hall Renovations	$ 1,500,000	$ -	$ -	$ -	$ -	**$ 1,500,000**
Alsbury Phase 1 Widening - Candler to Hulen	$ 323,545	$ 3,500,000	$ -	$ -	$ -	**$ 3,823,545**
Alsbury Design and ROW Acquisition (additional to GO Bond project)	$ -	$ 1,833,091	$ -	$ -	$ -	**$ 1,833,091**
Hulen 4-Lane Expansion (additional to GO Bond project)	$ -	$ -	$ -	$ 3,630,029	$ -	**$ 3,630,029**
Renfro Street & Johnson Avenue Pedestrian Improvement	$ 192,497	$ -	$ -	$ -	$ -	**$ 192,497**
Village Creek Parkway Expansion (Tarrant County Bond 50% Match)	$ -	$ -	$ -	$ -	$ 3,501,839	**$ 3,501,839**
Wicker Hill Rd & Greenridge Dr Road Reconstruction		$ -	$ 949,045	$ 4,040,465		**$ 4,989,510**
Hidden Vistas Extention to CR714					$ 1,575,349	**$ 1,575,349**
Additional Pavement Rehab			$ 808,198			**$ 808,198**
TOTAL	**$ 2,316,042**	**$ 7,033,091**	**$ 1,757,243**	**$ 7,670,494**	**$ 5,077,188**	**$ 23,854,058**
Sources						
Impact Fees	$ 241,871	$ -	$ 949,045	$ -	$ 2,064,645	$ 3,255,561
TIF 2 cash funding	$ 192,497	$ -	$ -	$ -	$ -	$ 192,497
GF Cash funding	$ 1,500,000	$ 1,833,091	$ 808,198	$ 846,168	$ 3,012,543	$ 8,000,000
TIF 3 (dissolved) debt capacity	$ 81,674	$ 3,500,000	$ -	$ 6,824,326	$ -	$ 10,406,000
Excess debt capacity	$ 300,000	$ 1,700,000	$ -	$ -	$ -	$ 2,000,000
TOTAL	**$ 2,316,042**	**$ 7,033,091**	**$ 1,757,243**	**$ 7,670,494**	**$ 5,077,188**	**$ 23,854,058**

5 Year Capital Improvement Program Summary

Category	2023	2024	2025	2026	2027	TOTAL
General Government Capital Improvement Plan	$ 9,318,902	$ 24,221,996	$ 19,559,500	$ 13,991,189	$ 17,500,413	$ 84,592,000
4B - Parks and Golf Capital Improvement Plan	$ 16,889,432	$ 5,426,138	$ 2,037,788	$ 1,444,590	$ 2,198,700	$ 27,996,647
4A - Ecomomic Development Capital Improvement Plan	$ 30,000,000	$ 15,000,000	$ 10,000,000	$ -	$ -	$ 55,000,000
Water and Sewer Capital Improvement Plan	$ 9,733,840	$ 27,213,979	$ 7,570,428	$ 24,195,445	$ 9,220,263	$ 77,933,955
Additional Capital Projects	$ 2,316,042	$ 7,033,091	$ 1,757,243	$ 7,670,494	$ 5,077,188	$ 23,854,058
Total	**$ 68,258,216**	**$ 78,895,204**	**$ 40,924,959**	**$ 47,301,718**	**$ 33,996,564**	**$ 269,376,660**
Available Funds	$ 4,609,368	$ 2,037,124	$ 1,862,993	$ 1,006,968	$ 5,486,188	$ 15,002,641
Bond Issue	$ 63,648,848	$ 76,858,080	$ 39,061,966	$ 46,294,750	$ 28,510,376	$ 254,374,019
Total	**$ 68,258,216**	**$ 78,895,204**	**$ 40,924,959**	**$ 47,301,718**	**$ 33,996,564**	**$ 269,376,660**

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THE CITY OF
BURLESON
TEXAS

CITY OF BURLESON
TAX SUPPORTED
GENERAL LONG TERM DEBT
PRINCIPAL AND INTEREST REQUIREMENTS
As of September 30, 2022

YEAR	PRINCIPAL	INTEREST	TOTAL REQUIREMENT
2023	4,826,741	2,175,493	7,002,234
2024	5,202,391	1,960,796	7,163,186
2025	5,493,603	1,732,147	7,225,750
2026	4,781,545	1,501,486	6,283,030
2027	4,553,971	1,280,976	5,834,947
2028	4,173,971	1,078,542	5,252,513
2029	3,103,824	920,873	4,024,697
2030	3,228,824	789,077	4,017,901
2031	2,751,251	662,856	3,414,107
2032	2,876,251	547,875	3,424,126
2033	2,945,000	432,541	3,377,541
2034	3,070,000	314,941	3,384,941
2035	2,355,000	215,963	2,570,963
2036	1,985,000	142,778	2,127,778
2037	1,530,000	84,531	1,614,531
2038	1,230,000	41,850	1,271,850
2039	700,000	13,300	713,300
2040	185,000	1,850	186,850
TOTAL	$ 54,992,370	$ 13,897,873	$ 68,890,242

CITY OF BURLESON
TIF
GENERAL LONG TERM DEBT
PRINCIPAL AND INTEREST REQUIREMENTS
As of September 30, 2022

YEAR	PRINCIPAL	INTEREST	TOTAL REQUIREMENT
2023	230,000	164,550	394,550
2024	240,000	155,150	395,150
2025	250,000	145,350	395,350
2026	260,000	135,150	395,150
2027	270,000	124,550	394,550
2028	280,000	113,550	393,550
2029	290,000	103,600	393,600
2030	305,000	94,675	399,675
2031	310,000	85,450	395,450
2032	320,000	76,000	396,000
2033	330,000	66,044	396,044
2034	335,000	55,444	390,444
2035	350,000	44,313	394,313
2036	365,000	32,466	397,466
2037	375,000	19,978	394,978
2038	390,000	6,825	396,825
2039	-	-	-
TOTAL	$ 4,900,000	$ 1,423,094	$ 6,323,094

BURLESON 4B COMMUNITY SERVICES DEVELOPMENT CORPORTATION
LONG TERM DEBT
PRINCIPAL AND INTEREST REQUIREMENTS
As of September 30, 2022

YEAR	PRINCIPAL	INTEREST	TOTAL REQUIREMENT
2023	1,015,000	375,800	1,390,800
2024	1,050,000	332,888	1,382,888
2025	1,100,000	287,475	1,387,475
2026	1,155,000	235,075	1,390,075
2027	1,045,000	181,100	1,226,100
2028	1,100,000	129,375	1,229,375
2029	300,000	97,175	397,175
2030	310,000	84,825	394,825
2031	325,000	71,950	396,950
2032	335,000	58,550	393,550
2033	355,000	44,550	399,550
2034	365,000	29,950	394,950
2035	380,000	15,675	395,675
2036	170,000	5,400	175,400
2037	25,000	1,750	26,750
2038	25,000	1,250	26,250
2039	25,000	750	25,750
2040	25,000	250	25,250
TOTAL	$ 9,105,000	$ 1,953,788	$ 11,058,788

BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION
LONG TERM DEBT
PRINCIPAL AND INTEREST REQUIREMENTS
As of September 30, 2022

YEAR	PRINCIPAL	INTEREST	TOTAL REQUIREMENT
2023	1,463,402	363,103	1,826,505
2024	1,349,038	315,726	1,664,763
2025	1,466,684	269,877	1,736,561
2026	863,456	229,039	1,092,495
2027	896,029	194,059	1,090,088
2028	931,029	157,071	1,088,100
2029	571,176	128,021	699,197
2030	596,176	105,898	702,074
2031	618,750	81,400	700,149
2032	643,750	55,875	699,624
2033	625,000	30,175	655,175
2034	350,000	8,750	358,750
TOTAL	$ 10,374,488	$ 1,938,994	$ 12,313,482

CITY OF BURLESON
WATER AND WASTEWATER
PRINCIPAL AND INTEREST REQUIREMENTS
As of September 30, 2022

YEAR	PRINCIPAL	INTEREST	REQUIREMENT
2023	4,625,000	1,682,757	6,307,757
2024	4,790,000	1,526,491	6,316,491
2025	4,505,000	1,362,105	5,867,105
2026	4,155,000	1,200,612	5,355,612
2027	3,760,000	1,053,486	4,813,486
2028	3,145,000	924,965	4,069,965
2029	2,930,000	817,640	3,747,640
2030	3,040,000	716,292	3,756,292
2031	3,155,000	608,022	3,763,022
2032	2,815,000	498,294	3,313,294
2033	2,610,000	394,756	3,004,756
2034	2,560,000	296,403	2,856,403
2035	2,235,000	209,653	2,444,653
2036	1,955,000	137,988	2,092,988
2037	1,595,000	79,256	1,674,256
2038	1,140,000	37,625	1,177,625
2039	590,000	13,050	603,050
2040	280,000	2,800	282,800
TOTAL	$ 49,885,000	$ 11,562,192	$ 61,447,192

CITY OF BURLESON
HIDDEN CREEK GOLF COURSE
PRINCIPAL AND INTEREST REQUIREMENTS
As of September 30, 2022

YEAR	PRINCIPAL	INTEREST	REQUIREMENT
2023	339,857	35,729	375,586
2024	348,572	21,960	370,532
2025	374,714	7,494	382,208
2026	-	-	-
2027	-	-	-
2028	-	-	-
2029	-	-	-
2030	-	-	-
2031	-	-	-
2032	-	-	-
2033	-	-	-
2034	-	-	-
TOTAL	$ 1,063,143	$ 65,183	$ 1,128,326

DETAILED DEPARTMENTAL BUDGETED FTEs

Fund/ Dept#	Department	FY 2021	FY 2022	FY2023	DIFFERENCE	EXPLANATION
001-1011	City Manager	3	3	2	**-1**	**Executive Assistant to 2041 (-1)**
001-1015	Human Resources	5	6	6	**0**	
001-1016	Legal Services	1	1	1	**0**	
001-1017	Communications	4	4.5	3.5	**-1**	**Cust Srvc Specialist to 2041 (-1)**
001-1411	City Secretary	3	3	3	**0**	
001-1413	Records	1	1	1	**0**	
001-1415	Judicial	0	0.5	0.5	**0**	
001-1611	Library	11	11	12	**1**	**Youth Services Librarian (+1)**
001-2011	Finance	10	10	10	**0**	
001-2014	Purchasing	1	1	2	**1**	**Purchasing Agent (+1)**
001-3011	Police	86.5	90.5	97.5	**7**	**Police Lieutenants (+2)** **School Resource Officer (+3)** **P&E Technician (+1)** **Records Clerk (+1)**
001-3012	Fire	49	56	67	**11**	**Firefighter for Medical Transport (+6)** **Fire Marshal/Inspectors from 3013 (+4)** **Emrg Operations Mgr from 3014 (+1)**
001-3013	Fire Prevention	4	4	0	**-4**	**Fire Prev to Fire as one division (-4)**
001-3014	Emergency Services	1	1	0	**-1**	**Emrg Srvc to Fire as one division (-1)**
001-3015	Municipal Court	4	4	4	**0**	
001-3016	Marshals	3	3	3	**0**	
001-3017	Dispatch	19.26	19.26	22.26	**3**	**Pub Saf Comm Specialist for Medical Transport (+3)**
001-4011	Public Works Admininstration	6	6	6	**0**	**Deputy PW Director (+1)** **Admin Assistant (+1)** **Sr. Admin Assist to 2041 (-2)**
001-4016	Facilities	5	5	5	**0**	
001-4017	Street	14	14	14	**0**	
001-4018	Street Drainage	4	4	4	**0**	
001-4019	Street Traffic Maintance	4	4	6	**2**	**Signal Tech (+1)** **Traffic Center Operator (+1)**
001-4511	Neighborhood Services	2	1	1	**0**	
001-4514	Animal Services	5.5	5.5	6	**0.5**	**PT Kennel Tech to FT (+.5)**
001-4515	Environmental Services	3	2	2	**0**	
001-5010	Development Services	2	2	2	**0**	
001-5011	Community Development	3	3	3	**0**	

DETAILED DEPARTMENTAL BUDGETED FTEs

Fund/ Dept#	Department	FY 2021	FY 2022	FY2023	DIFFERENCE	EXPLANATION
001-5012	Bldg Inspections	7	9	9	**0**	
001-5013	Code Compliance	3	3	3	**0**	
001-5511	Engineering - Capital	5	5	6	**1**	**Engineering Project Coordinator (+1)**
001-5512	Engineering - Development	7	7	8	**1**	**Engineering Inspector (+1)**
001-6011	Parks/Recreation Admin	1	1	0	**-1**	**Director of P&R to 4B 6011 (-1)**
001-6013	Park Maint	11.91	11.91	11.91	**0**	
001-6015	Senior Citizen Center	2.84	2.84	2.84	**0**	
001-6016	ROW Maintenance	0	0	3	**3**	**ROW Maint. from 4B 6013 (+3)**
106-6011	4B Parks/Recreation Admin	0	0	2	**2**	**Dir of Parks&Rec from GF 6011 (+1)** **Sr. Admin Assist from PPF 6017 (+1)**
106-6013	4B Fund/Parks Maint.	0	3	0	**-3**	**ROW Maint. to GF 6016 (-3)**
110-1014	Economic Development	2	2	2	**0**	
114-1014	TIF#2 Fund/Economic Dev.	1	1	1	**0**	
114-3011	TIF#2 Fund/Police	0	2	2	**0**	
116-6017	BRiCk	43.76	45.76	44.76	**-1**	**Sr Admin Assist to 4B 6011 (-1)**
116-6018	Athletic Fields	7.83	8.83	8.83	**0**	
116-6019	Russell Farm	2.28	2.28	2.28	**0**	
401-2041	Utility Billing Customer Srvc	8	9	11	**2**	**Customer Srvc Data Mgr (+1)** **Sr. Admin Assistants from 4011 (+2)** **Exec. Assistant from 1011 (+1)** **Cust Srvc Specialist from 1017 (+1)** **Meter Techs to 4041 (-3)**
401-4041	Water Operations	16	16	19	**3**	**Meter Techs from 2041 (+3)**
401-4042	Wastewater Operations	5	5	5	**0**	
402-8011	Golf Administration	1	0	0	**0**	
402-8012	Golf Club House	6.8	6.8	6.8	**0**	
402-8013	Golf Maintenance	7.68	7.68	7.68	**0**	
402-8015	Golf Food/Beverages	4.19	4.19	4.19	**0**	
501-4051	Equipment Services	4	4	5	**1**	**Auto Tech IV (+1)**
504-1511	Info Technology	9	10	11	**1**	**IT Systems Analyst (+1)**
504-1513	Pub. Safety Consortium	1	1	1	**0**	
		411.55	433.55	461.05	**27.5**	**FTEs**

GENERAL FUND
BY
DEPARTMENT

DEPARTMENT	2020-2021 ACTUIAL	2021-2022 BUDGET	2021-2022 ESTIMATE	2022-2023 PROPOSED BUDGET	2021-2022 2022-2023 CHANGE
Animal Services	$ 527,864	$ 578,395	$ 576,157	$ 680,116	$ 101,721
Building Inspections	739,332	1,012,456	928,764	926,503	(85,953)
Burleson University	132,863		13,693		-
City Council	75,414	107,516	111,078	141,808	34,292
City Manager's Office	717,784	840,647	867,145	771,620	(69,027)
City Secretary's Office	751,228	804,532	747,808	896,868	92,336
Code Enforcement	341,802	397,543	404,213	400,349	2,806
Communications	519,427	728,877	733,534	682,882	(45,995)
Community Development	457,244	541,194	484,578	558,719	17,525
Development Services	232,421	347,906	320,952	351,362	3,456
Dispatch Services	1,367,106	2,075,368	2,077,173	2,103,049	27,681
Economic Development	698,432	800,000	876,624	1,200,000	400,000
Emergency Services	176,031	236,792	338,915		(236,792)
Engineering/Capital	206,439	255,832	282,646	176,451	(79,381)
Engineering/Development	861,389	1,351,442	1,415,075	1,296,759	(54,683)
Environmental Services	406,351	360,960	356,863	328,560	(32,400)
Facilities Maintenance	698,986	894,000	874,373	902,665	8,665
Finance	1,486,032	1,661,154	1,633,747	1,703,136	41,982
Fire	7,515,405	9,055,654	8,903,384	10,164,111	1,108,457
Fire Prevention	619,236	782,800	753,424		(782,800)
GF - Non-Departmental	938,061	714,959	324,454	2,359,428	1,644,469
Human Resources	741,247	964,953	963,720	1,094,597	129,644
Judicial	110,298	108,853	108,775	107,944	(909)
Legal Services	539,879	432,962	569,658	575,378	142,416
Library	1,307,099	1,168,543	1,145,743	1,480,262	311,719
Marshals Service	332,664	368,059	360,235	367,502	(557)
Municipal Court	352,277	370,045	391,696	421,918	51,873
Neighborhood Svcs Admin	270,600	285,695	231,792	212,582	(73,113)
Parks	1,404,053	1,482,160	1,617,132	1,595,254	113,094
Parks & Recreation Admin	204,385	258,861	254,615	55,796	(203,065)
Police	13,072,175	14,682,839	14,853,231	16,072,633	1,389,794
Public Works Admin	941,860	964,527	939,573	1,121,361	156,834
Purchasing	179,497	307,575	316,503	516,535	208,960
Records & Information Ser	115,156	115,449	112,452	117,993	2,544
Recreation	82,609	79,379	71,054	65,949	(13,430)
ROW Maintenance				201,354	201,354
Senior Citizens Center	151,504	203,697	196,693	220,288	16,591
Streets Drainage Maint	558,061	555,463	574,854	644,430	88,967
Streets Pavement Maint	2,906,932	3,338,708	3,397,414	3,401,851	63,143
Streets Traffic Maint	287,891	635,385	549,401	1,009,349	373,964
Support Services	155,961				-
Tax	387,148	400,648	400,648	400,648	-
TOTAL GENERAL FUND	**$ 43,570,143**	**$ 50,271,828**	**$ 50,079,789**	**$ 55,328,010**	**$ 5,056,182**

THE CITY OF

BURLESON

TEXAS

THE CITY OF
BURLESON
TEXAS

FEE SCHEDULE

FY 2022-23 Proposed

Animal Control
BRiCk
Building Permits and Inspection
City Manager's Office
City Secretary's Office
Code Enforcement
Economic Development/TIF
Engineering
Environmental Health
Fire Department
Finance
Fire Prevention
Golf Course
Library
Municipal Court
Parks
City Ball Fields
Park Facilities (Warren, Chisenhall and Mistletoe)
Park Land Dedication
Police Department
Planning
Records Management
Russell Farm
Utility Billing
Water/Wastewater

THE CITY OF

BURLESON

TEXAS

Animal Control

PERMIT/SERVICE	FEE
1. Offense Fees (Impoundment)	
A. First Offense (Altered/Unaltered)	$30/$45
B. Second Offense (Altered/Unaltered)	$60/$80
C. Third Offense (Altered/Unaltered)	$85/$120
2. Small Animal Boarding Fee	$10/per Day
3. Livestock Impounding Fee	$75
4. Livestock Boarding Fee	$10/per Day
5. Adoption Fee	$20/per Animal
6. Adoption Spay/Neuter Fee	$75
7. Immunization Fee	
A. Distemper, Parvo and Bordetella	$20
B. Rabies	$10
8. Quarantine Fee	$10/day
9. Microchip Fee	$15
10. Multi-Pet Permit	
A. Application Fee	$ 5
B. Permit Fee	$25/Annually
11. Kennel Permit	
A. Application Fee	$ 5
B. Permit Fee	$100/Annually
12. Dangerous Animal Registration Fee	$250/Annually

BRiCk

PERMIT/SERVICE	FEE
1. Definitions:	
A. Adult	Ages 16-61
B. Non-Resident	Any individual or family not living within the defined city limits of Burleson
C. Resident	Person who resides within the city limits of Burleson
D. Senior	Ages 62 and older
E. Youth	Ages 3-15 (children under 3 years of age are free)
2. General Policy for BRiCk:	
A. Children below 10 years of age must be accompanied by an adult at all times.	
B. Children 15 and younger must have an adult present in the facility at all times and must be directly supervised in the fitness area.	
C. Children 13 and older may attend a fitness orientation class to be allowed future access to the fitness area without direct adult supervision. A parent or gaurdian must still be present in the facility.	
3. Cancellations/Refunds/Transfers/Medical Policy:	
A. Rentals canceled 30 calendar days or more prior to event date	Receive 100% of the deposit

B. Rentals canceled 29-15 calendar days prior to event date	Receive 50% deposit
C. Rentals cancelled 14 calendar days or less prior to the event date	Forfeit all deposits
D. Rentals downgraded from 2 rooms to 1 room 30 calendar days or more prior to event date	Refunded 100% of deposit paid for the additional room
E. Rentals downgraded from 2 rooms to 1 room less than 30 calendar days prior to event date	Forfeit the portion of the deposit paid for the additional room. For pool party rooms, one-half of the deposit paid for both rooms will be forfeited.
F. Sports rental cancellations	May be subject to an administrative fee not to exceed $50.00

5A. Memberships Fees	**(Annual Contract/Monthly Draft/1 Month)**
Youth (3-15 yrs.)	$235/$25/$30
Adult	$330/$35/$40
Senior (62 & Up)	$280/$30/$35
Family	$505/$50/$65

5B. Non-Resident Rate	**(Annual Contract/Monthly Draft/1 Month)**
Youth (3-15 yrs.)	$315/$30/$40
Adult	$440/$45/$55
Senior (62 & Up)	$380/$40/$50
Family	$680/$70/$85

5C. Military/First Responder Rate	**(Annual Contract/Monthly Draft/1 Month)**
Youth (3-15 yrs.)	$185/$20/$25
Adult	$260/$25/$35
Senior (62 & Up)	$225/$23/$30
Family	$405/$40/$50

5D. Corporate/Educator Rate	**(Annual Contract/Monthly Draft/1 Month)**
Adult	$285/$30/$35
Senior (62 & Up)	$245/$25/$30
Family	$445/$45/$60

5E. Summer Punch Pass Rate	**(5 Day/10 Day)**
Youth (3-15 yrs.)	$20/$25
Adult	$25/$30
Senior (62 & Up)	$22/$27
Family	$35/$40

5F. Daily Guest Rate	**(1 Day/ Military, First Responder, Educator)**
Daily Pass 3 & Up	$8/$6
Family Day Pass (up to 4)	$20/$15
Groups of 15+	$6 each/$4 each

6. Fees in Addition to Membership

The following are available to members at an additional cost (not included in the membership fees) & subject to rules established by the Director of Parks and Recreation.

6A. Indoor Aquatics / Party Rooms	**(Deposit/Member or Resident/Non-Resident)**
Pool Party Room - Max 25 guests	$50/$50 per hour/$81 per hour

Pool Party Room - Max 50 guests	$50/$95 per hour/$142 per hour
Private party without slide - Max 485 guests	$50/$262.50 per hour/$287.50 per hour
Private party with slide - Max 485 guests	$50/$237.50 per hour/$262.50 per hour
Private party with sundeck - 50 max	$50/$70/$108
General Policies (not limited to the following)	
All rental rates are based on hourly rates with a minimum 2 hour rental.	
Rentals and private parties include the use of party room(s) and entire indoor aquatics area	
Private party fees include the cost of after-hours lifeguards	

6B. Meeting Room Rentals (All rental rates are based on hourly rates with a minimum 2 hour rental)	**(Deposit/Member or Resident/Non-Resident)**
1,400 square feet	$50/$45 per hour/$61 per hour
2,800 square feet	$50/$80 per hour/$108 per hour
Damage Deposit	Will be refundable provided the usage contract terms are met. Refund is subject to any remaining balance due on household.
After Hours Fee	$15/hr per customer service attendant in addition to rental fees listed above

6C. Gymnasium Rentals	**(Deposit/Member or Resident/Non-Resident)**
Half Court	$50/$25 per hour/$46 per hour
Full Court	$50/$35 per hour/$61 per hour
Two Full Courts	$50/$65 per hour/$108 per hour
Damage Deposit	Will be refundable provided the usage contract terms are met. Refund is subject to any remaining balance due on household
After Hours Fee	**$30/hr in addition to rental fees listed above**

6D. Group Fitness	**(Deposit/Member or Resident/Non-Resident)**
Group Exercise Room Rental - Max 25 guests	$50/$25 per hour/$35 per hour
Damage Deposit	Will be refundable provided the usage contract terms are met. Refund is subject to any remaining balance due on household.
After Hours Fee	***$30/hr in addition to rental fees listed above***

6E. Kids Zone:	
All Family memberships excluding Daily Guests	No additional cost
Daily Guests	$2 per hour/per child
General Policies (not limited to the following):	
Ages 6 months through 12 years of age	
Parents/guardians must be on premises	
Maximum 2 hours	
Late fees will be charged for failure to pick up on time	

6F. Outdoor Swimming Pool (All rentals are based on hourly rates with a minimum of two hour rental):	**(Deposit/Member or Resident/Non-Resident)**
Daily Passes - Youth (Age 3-15)	$0/$3/$3
Daily Passes - Adult (Age 16-61)	$0/$4/$4

6G. Outdoor Pool Rental/Private Parties:	**(Deposit/Member or Resident/Non-Resident)**

0-49 attendees/ guests	$75/$65 per hour/$75 per hour
50-149 attendees/ guests	$75/$75 per hour/$85 per hour
6H. Splash Pad Private Rental	**(Deposit/Member or Resident/Non-Resident)**
Max Guest: 150 Private Rental	***$50/$60 per hour/$70 per hour***
6I. Party Packages (2 hours)	**(Deposit/Fee)**
Basic - 1 Activity (24 participants)	$50/$225
Additional Activity (Pool or Gym/Boulder)	$0/$30
Additional Guests	$5 each
6J. Splash Pad Pavilion Rental	**(Deposit/Member or Resident/Non-Resident)**
Cost per pavilion, 2 available Max guests: 20 per pavilion ***Rentals of the splash pad pavilion will only be allowed during certain hours**	$50/$30 per hour/$40 per hour

General Policies (not limited to the following):

Private party fees inclue the cost of afterhours lifeguards

The Damage Deposit will be refundable provided the usage contract terms are met

Refund is subject to any remaining balance due on household

Building Permits and Inspection

PERMIT/SERVICE	FEE
1. Fees for new structural occupancy *(Single family dwelling, duplex, townhouse)*	$0.60/ft. all area under one roof
2. Fees for new Commercial (Except apartment and shell buildings)	
A. 500 SQ. FT. OR LESS	$450
B. 501 - 1,000	$850
C. 1,001 - 2,500	$2,132
D. 2,501 - 8,500	$65 + $0.665/Sf
E. 8,501 - 50,000	$5,000 + $0.30/Sf
F. 50,001 - 100,000	$12,285 + $0.125/Sf
G. 100,001-500,000 SQ. FT.	$17,485 + $0.083/Sf
H. 500,001 or more SQ. FT.	$43,485 + $0.042/Sf
3. Fees for Shell Buildings	
A. Completion of Structure	1/2 the rates in "2" Above
B. Interior completion	1/2 the rates in "2" Above
4. Fees for new Apartment Only	
A. 50,000 or less SQ. FT.	$.32/sq. ft
B. 50,001 - 100,000	$4,000 + .24/sq.ft.
C. 100,001 - 200,000	$12,000 + .16/sq.ft.
D. 201,000 or more SQ. FT.	$20,000 + .12/sq.ft.
5a. Commercial single trade permits	
A. $2,500 or less	$50
B. $2,501 - $10,000	$70
C. $10,001 and over $2,500 increments	$75 Plus $10/per Increment
5b. Residential single trade permits	$65/each

6a. Residential Addition - addition to an existing residential structure	$0.50/Sq Ft
6b. Residential Remodel - alterations, repairs & remodeling to an existing residential structure	$0.25 /Sq Ft
7. Commercial Remodel / Addition - alterations, repairs, additions & remodeling to existing commercial structure. (Based on valuation)	
A. <$500	$70
B. $500 - $2500	$75
C. $2500 - $5000	$80
D. $5000 - $7500	$85
E. $7500 - $10,000	$90
F. More than $10,000	$90 + $10/$2500 increments over $10,000
8. New Construction for garages, barns & storage buildings over 200 Sq Ft	
A. <$500	$70
B. $500 - $2500	$75
C. $2500 - $5000	$80
D. $5000 - $7500	$85
E. $7500 - $10,000	$90
F. More than $10,000	$90 + $10/$2500 increments over $10,000
9. Certificate of Occupancy (Commercial remodel, new tenant, & tenant finish out)	
A. 1-500 SQ. FT.	$50
B. 501 - 2,500 SQ. FT.	$60
C. 2,501 - 5,000 SQ. FT.	$80
D. 5,000 - 10,000 SQ. FT.	$100
E. 10,000 or more	$150
F. Clean & show (Commercial Electric Release)	$50
G. Temporary Certificate of Occupancy	$300/30 days not to exceed 90 days
10. Reinspection Fees	
A. Reinspection Fee - 2nd red tag for same item	$75
B. Reinspection Fee - 3rd red tag for same item	$150
11. Miscellaneous Permits	
A. Swimming Pool	
1. In-Ground	$200
2. Above Ground	$ 50
B. Other - Includes:	
1. Storage Buildings (Less than 200 sq. ft.)	$25
2. Moving Permit	$25
3. Carport/Awning	$25
4. Fence (New & Replace)	$25
5. Retaining Wall	$25
6. Window Replacement	$25
7. Foundation (New)	$75
8. Demolition Permits	$25 for residential / $100 for commercial
9. Patio Cover	$50
10. Freestanding Structure (i.e. Pergola, Gazebo, Arbor)	$50
11. Subdivision Entry Wall Screen	$150
C. Lawn Sprinkler	$100
D. Signs	

1. Freestanding Sign	$100 (Pole / Pylon / Monument / Flag Sign)
2. Wall Sign without CMS	$50 (Awning / Canopy / Channel Letters / Marquee / Mural/Poster / Projection / Roof Sign / Sign Cabinet)
3. Wall Sign with CMS	$100 (Awning / Canopy / Channel Letters / Marquee / Mural/Poster / Projection / Roof Sign / Sign Cabinet)
4. CMS added to existing Wall or Freestanding Sign	$100
5. Shopping Center Sign Plan	$250
6. Temporary Signs	$25 (Banners / Homebuilder / Residential Subdivision Development)
7. Sign Variance	$250
8. Billboard Conversion	$200 (Static type to Electronic)
E. Subdivision Entry Wall Screen	$150
12. After Hours Inspection	$60 per hour (2 hour minimum)
13. Plan Review	
A. Commerical Plan Review (New Only)	40% of Building Permit Fee - $250 minimum & a $7,000 maximim (non-refundable)
B. Commerical Remodel/Addition	40% of Building Permit Fee (non-refundable)
C. Residential Plan Review (New)	$75/each
D. Residential Plan Review (Remodel/Addition)	$30
14. Building Codes & Standards Board	$150
15. Electrician's License	
A. Master	
1. First Annual	$0
2. Renewal	$0
B. Journeyman	
1. First Annual	$0
2. Renewal	$0
C. Sub-Contractor Base Permit Fee / Validation Fee	Residential $65/Commercial $75
16. Mechanical License	
A. Mechanical	
1. First Annual	$100
2. Renewal	$50
B. Sub-Contractor Base Permit Fee / Validation Fee	Residential $65/Commercial $75
17. Plumbing Contractor's Registration	
A. First Annual	$0
B. Renewal	$0
C. Sub-Contractor Base Permit Fee / Validation Fee	Residential $65/Commercial $75
18. Temporary Use	
A. Special Events	$50
B. Seasonal Use	$50
C. Temporary Outdoor Sales	$50
D. Stationary Food Vendors	$50
E. Carnival & Circus	$50
19. Administrative fee ***(Applied when changes are made to previously reviewed and/or permitted projects for residential or commercial -- i.e. revised site plan, floor plan, etc.)***	$25
A. First Revision	$75
B. Second Revision	$150
C. Each Additional Revision	$200/each

20. Modular buildings/construction trailers *(Utilities require separate permit - see #5 - one trade only permits)*	$50
21. Commercial Canopy/Cover	1/4 cost of Commercial
A. 500 sq. ft. or less	$120
B. 501-1,000	$210
C. 1,001-2,500	$410
D. 2,501-8500	$12.50 + .16/sq. ft.
E. 8,501-50,000	$862.50 + .06/sq. ft.
F. 50,001-100,000	$2,362.50 + .03/sq. ft.
G. 100,001-500,000	$3,362.50 + .02/sq. ft.
H. 500,001 or more sq. ft.	$8,362.50 + .01/sq. ft.

City Manager's Office

PERMIT/SERVICE	FEE
1. Solid Waste Collection Service application fee	$75.00
2. Limousine Service Permit	$25/Year
3. Annual License to operate any manufactured home park, mobile home park or travel trailer park within the City	$25.00 plus $1.00 per space for all spaces in excess of 25
4. Transfer fee for transfer of annual license to operate any manufactured home park, mobile home park or travel trailer park within the City	$25

City Secretary's Office

PERMIT/SERVICE	FEE
1. Amusement Center License	Occupation Tax $7.50/ per machine annually
2. Pool Hall License	Occupation Tax $7.50/ per machine annually
3. Taxicab Franchise	2% of Annual Gross Receipts
4. Taxicab Application Fee	$50
5. Skating Rink Application	$100 Annual License
6. Beer and Wine Permit	One half of fee assessed by TABC for each State permit issued
7. Mixed Beverage Permit-After 3rd yr of operations	One half of fee assessed by TABC for each State permit issued

Code Enforcement

PERMIT/SERVICE	FEE
1. Administrative Cost to File Liens for Cost of Mowing and Nuisance Abatement	$120
2. Weed mowing and nuisance abatement notification fee	$50

Economic Development/TIF

PERMIT/SERVICE	FEE
Mayor Vera Calvin Plaza in Old Town:	
1. Plaza reservation: half-day (up to 6 hours)	$2,500 + $1,500 refundable deposit
2. Plaza reservation: full day (in excess of 6 hours)	$5,000 + $2,500 refundable deposit

Engineering

PERMIT/SERVICE	FEE
1. Developers Contract Fee	4% Of Value of Contract
2. Closing Abandoning of	
A. Right-of-Way	$550
B. Easement	$250
3. Sign Installation	$250 per sign
4. Plan Review	
A. Initial Submittal	$750
B. Every Additional Review	$250
5. Easement/Right of Way Use Agreement	$125
6. Traffic Study Fee	$1,250
7. Flood Study Reviews	$1 per foot of reach length / $2,000 minimum
8. Overtime Inspection Fee	$55 per hour

Environmental Health

PERMIT/SERVICE	FEE
1. Food Safety Inspection Fees	
A. Grocery	
1. ≤ 5,000 sq. ft.	$275
2. > 5,000 sq. ft.	$400
B. Food Service	
1. ≤ 500 sq. ft.	$150
2. > 500 ≤ 1,500 sq. ft.	$200
3. > 1,500 ≤ 3,000 sq. ft.	$275
4. > 3,000 ≤ 6,000 sq. ft.	$350
5. > 6,000 sq. ft.	$400
C. Child Care Food Service	$150
D. Catering Operation	$250
E. Temporary Food Service	$50
F. Food Court	$200 per establishment
G. Adjunct Operation	
1. Food Service	$150 per independent operation
2. Food Store ≤ 5,000 sq. ft.	$150 per independent operation
3. Food Store > 5,000 sq. ft.	$200 per independent operation
H. Commissary	
1. No food prep	$100
2. With food prep	$200
I. Mobile Units	
1. Prepackaged food only	$100
2. Open and/or food prep	$200
3. Push Carts	$200
J. Plan Review	
1. ≤ 500 sq. ft.	$0
2. >500 ≤ 3,000 sq. ft.	$50
3. >3,000 sq. ft.	$100
K. Late Fee	The late fee increases 10% for each 30 day block until permit fee and late fee is paid. Permits that are more than 90 days overdue will be required to be rapplied for.

1. From 1-30 days	10% of fee owed
2. From 31-60 days	20% of fee owed
2. On-site sewage facility fees	DETERMINED BY TARRANT COUNTY
A. New System	
1. Application Fee	$ 0
2. Water research fee	$10
3. Permit Fee	$250
4. Total for new system	$260
B. Reinspection of system	$75
C. Repair of system previously permitted	$100
3. Beer and Wine Permit	One half the state fee assessed for each State permit issued
4. Mixed Beverage Permit- After third year of operations	One half the state fee assessed for each State permit issued
5. Municipal Settings Designation	
A. Application Fee	$2,000
B. Third-party environmental review fee	$5,000
6. Miscellaneous Permits	
A. Swimming Pool, Spa & Interactive Water Feature	
1. Plan Review and Opening Inspection	$150
2. Annual Permit	$250
3. Required Reinspection	$75
7. Food Truck Operational Site permit	$50 for Six Months
8. Seasonal Permit (Farmers Market and Snow Cone Stand)	$100
9. Food Handler Class Fee	$15

Fire Department

PERMIT/SERVICE	FEE
1. Hazardous Materials Response	Cost + 10%
2. CPR Training Class	Overtime for Instructor
3. Fire Fighter Training Courses	
A. Fire Officer 1	$250.00 per student
B. Fire Officer 2	$250.00 per student
C. Instructor Certification	$150.00 per student
D. Driver/Operator	$150.00 per student

Finance

PERMIT/SERVICE	FEE
1. Data Processing Services Request	$25/hr or $.42/Min
2. Return Check Fee	$ 35 each

Fire Prevention

PERMIT/SERVICE	FEE
1. Fire Alarm System	
A. 1 to 10 Devices	$125
B. 11 to 25 Devices	$150
C. 26 to 50 Devices	$175
D. 51 to 100 Devices	$225
E. 101 to 200 Devices	$300

F. 201 to 500 Devices	$450
G. Over 500 Devices	$450 plus $75 for each additional; 100 devices or fraction thereof in excess of 25.
H. Plan review fee for all fire alarm systems	25% of permit fee
2. Automatic Sprinkler System Fees	
A. Underground Installation	$165
B. 1 to 20 Sprinklers	$125
C. 21 to 100 Sprinklers	$200
D. 101 to 150 Sprinklers	$250
E. 151 to 200 Sprinklers	$300
F. Over 200 Sprinklers	$300 plus $75 for each additional 100 sprinklers or fraction thereof
G. Fire Pump - Additional	$300
H. Residential Systems	$150
I. Plan review fee for all automatic sprinkler systems	25% of permit fee
3. Other Extinguishing System	$150
4. Underground Storage Tanks Installation/Removal, Combustible/Flammable Liquid	$125 per tank
5. Pyrotechnic Display	$150 per display per day
6. LPG Installation - portable containers of greater than 125 gallons water capacity at properties where natural gas service is not available	$125 per container
7. Above Ground Storage Tanks Installation/Removal, Combustible/Flammable Liquid	$125 per tank
8. Authorized Burning Permit	$250 per trench/pit, plus $25 each burn day
9. Carnival/Circus Permit	$50
10. Foster Home Inspections	$35
11. Daycare/Health Facilities Licensing Inspections	$75
12. Other Permits required by Fire Code	$50
13. Re-inspections Fees	$45
14. Registration of firms selling and/or servicing hand fire extinguishers, "Vent-a-Hood" fire extinguisher systems, and fire sprinklers within the City	$50 annually
15. Installation of Special Locking Systems	$250
16. Gate Installation Permit (Required for gates across private streets or electric gates across fire lanes.	$50
17. Standpipe Systems	$50 each standpipe
18. Tent Permit	$100
19. Public Event Permit Fee	$250
20. Gas Well Fees	
A. Oil and Gas Well Permit	$5,000 per wellhead
B. Road Damage Remediation Fee	Assessment per lane mile x Access lane miles per site x OCI (Overal Condition Indicator)
C. Gas Well Pad Site Annual Inspection Fee	$5,000 per pad site (due June 1 annually)

Golf Course

PERMIT/SERVICE	FEE
1. Green Fees (All Fees include 1/2 cart and applicable taxes)	
A. Monday through Friday	**(Cart Inclusive Rate/Green Fee)**
1. M-F: Open - Noon	$30/$21 - Senior & Active Military Rate
2. M-F: Noon - 3pm	$30/$21 - Senior & Active Military Rate
3. M-F: 3pm - Close	$20
4. Super Twilight @ 5pm	$15
5. Senior Card (55+)	$49.99 (year)
B. Saturday, Sunday, & Holidays Green Fees	
1. Sat & Sun (& Holidays): Open - Noon	$37
2. Sat & Sun (& Holidays): Noon - 3pm	$37
3. Sat & Sun (& Holidays): 3pm - Close	$21
4. Super Twilight @ 5PM	$15
C. Replay Green Fees	
1. 9 additional holes	$10
2. 18 additional holes	$15
3. Senior Card (55+)	$21
All Golf fees listed are maximum fees to be charged. Golf course management has authority to adjust fees and run seasonal specials as needed to maximize play. In the event of a question or conflict, the City Council shall provide the final resolution.	
2. Cart Fees	
9 holes	$8.00
18 holes	$15.00
3. Monthly Membership Fees: both include unlimited range balls, 10% discount in the pro-shop & $20 golf after 2pm.	
Silver	$29.99
Gold - Golf discounts prior to 2pm daily	$69.99

Library

PERMIT/SERVICE	FEE
1. Overdue Library Materials	No Charge
2. Overdue Interlibrary Loan Materials	No Charge
3. Replacement of Lost Materials	Cost or exact replacement
4. Damaged Library Materials	Cost or exact replacement
5. Black & White Copies/Printing	$.10/Page
6. Use computer / internet / wireless internet	No Charge
7. Color Copies / Printing	$.25/Page
8. Library Cards for Residents, Teachers and Students from schools within City Limits, TexShare Cardholders	No Charge
9. Non-Resident Fees Annually Renewable **In lieu of fee (patron can volunteer)	$25/ individual or $50/ family
10. Senior Non-Resident Fee (age 62 and over) Annually Renewable	$12.50/ individual
11. Meeting Room Fees/ Usage Fees	**Non-Cardholders / Businesses / Other For Profit Groups**
A. Small conference room	$25 minimum (1st 2 hours) + $10 each addl. Hour

B. Large conference room	$50 minimum (1st 2 hours) + $25 each addl. hour
12. Proctoring Fee	$20/exam
13. 3D Printing	$.10/gram - $1.00 minimum

Municipal Court

PERMIT/SERVICE	FEE
Return Check Fee	$ 35 per

Parks

PERMIT/SERVICE	FEE
City Ball Fields	
1. Unreserved	No Charge
2. Organized League Athletics	City Leagues, PeeWee Football, and BYA are allowed to use fields for organized game play
3. Ball Field Reservations	
A. Reservations/Field	$25 w/o lights
4. Tournament Fees	
A. Ballfield Rental Girls	$300 per field minimum of 5 fields
B. Ballfield Rental Boys	$400 per field per day minimum of 10 fields max of 15 fields
Park Facilities (Warren, Chisenhall and Mistletoe)	
1. Pavillion	
A. Full Shelter	$20/HR
2. Tennis Courts	
A. Tournament Reservations - Resident	$10/HR.
B. Tournament Reservations - Non-Resident	$15/HR.
Stage Rental Fees	(All fees are based on a 4 hour stage rental)
1. For Profit Organizations	$3,300
A. Extra Speakers	$450
B. Additional Hours	$500/hour
C. Deposit	$1,000
D. Mileage greater than 5 miles	$20/mile
2. Not For Profit Org (501c3 required)	$1,650
A. Extra Speakers	$450
B. Additional Hours	$250/hour
C. Deposit	$1,000
D. Mileage greater than 5 miles	$20/mile

All Recreation fees listed are maximum fees to be charged. Recreation management has authority to adjust fees and run seasonal specials as needed to In the event of a question or conflict, the City Council shall provide the final resolution to maximize play.

Park Land Dedication

Fee in lieu of land - **Single Family** (Charged with filing of the plat & only applicable if land is not dedicated)	$458
Park Development Fee - **Single Family** (charged with filing of the plat)	$818
Fee in lieu of land - **Multi-Family** (Charged with filing of the plat & only applicable if land is not dedicated)	$399
Park Development Fee - **Multi Family** (charged with filing of the plat)	$711

Police Department

PERMIT/SERVICE	FEE
1. Copy Services for Accident Reports or information or Copy of Certification of no report	$6.00/EA
2 Additional Fee for Certified Copies	2/EA
3. License for Sexually Oriented Businesses	
A. New license	$500
B. License renewal	$500
C. Non-conforming license	$500
D. Reinstatement fee	$500
E. Application for location exemption	$250
4. Alarm System Fees	
A. Residential Permit Fee	$50 prorated quarterly
B. Commercial Permit Fee	$100 prorated quarterly
C. Residential Permit Renewal	$50 annually
D. Commercial Permit Renewal	$100 annually
E. Residential Permit Reinstatement	$50
F. Commercial Permit Reinstatement	$100
G. False Alarm Response Fee	
1-3	$ 0
4-5	$ 50
6-7	$ 75
8-9	$100
10	$100 and Police response revoked
5. Solicitor Permits/Registration	
A. Local - 1 year	$75 + $10 Per Agent for More Than 5 Agents
B. Interstate Commerce Registration	
90 Days	$0
6 Months	$0
1 Year	$0
6. Wrecker Inspections	$25 Each
7. Application fee for taxicab driver registration	1/per
8. Taxicab Inspections	$25/Each
9. Fingerprinting for the Public	$10/per card
10. Criminal History Checks	$8/Each

Planning

PERMIT/SERVICE	FEE
1. Preliminary Plat	
A. Residential	$850 + $15/lot
B. Non-residential	$500 + $20 per acre
2. Final Plat	
A. Residential	$500 + $10/lot
B. Non-residential	$500 + $15 per acre
3. Plat Revision	
A. Re-plat	$500 + $10/lot
B. Amending Plat	$350
4. Plat Vacation/Short Form	$300
5. Minor Plat	$400
6. ETJ Plat Exemption Letters	$25
7. Zoning Change/Specific Use Permit	
A. Less than 3 acres	$700
B. 3.1 - 10 acres	$900
C. 11 -29 acres	$1,400
D. 30+ acres	$1,600 + $15/acre over 30 ($2800 max)
8. Planned Development/Permit	$1,000 + $20 per acre
9. Preprinted Zoning Ordinances	Free Online
10. Pre-Printed Subdivision Policies	Free Online
11. Comprehensive Plan	Free Online
12. Comprehensive Plan Summary	Free Online
13. Interpretation request for new or unlisted uses in zoning ordinance (City refunds $350 if no ordinance amendment is necessary)	$500
14. Legal Filing Fees	
A. First sheet - Small plat	$50
B. First sheet - Large plat	$80
C. Each addiltional sheet	$25
15. Shopping Center Sign Package Review Fee	$250
16. Commercial Site Plan (CSP) fee	$500
17. Commercial Site Plan Amendment	$250
18. Annexation/Disannexation Requests	$500
19. Renotification Fee (at applicant's request)	$125
20. Zoning Verification Letter fee	$25
21. Roadway Impact Fees	Refer to Current Impact Fee Ordinance for Fees
22. Variances and Waiver Requests:	
A. Zoning Ordinance	$250
B. Community Facility Policy	$200
C. Landscape Requirements	$250
D. Masonry Ordinance (new construction only)	$250
E. Subdivision Ordinance	$250
F. Old Town Design Standards (new construction only)	$250
G. Commercial Site Plan	$0
H. Fencing and Screening Ordinance	$250

G. Any other Development-related Ordinance	$250
23. Deployment of Wireless Network (small cell) Nodes in the Right of Way	Refer to the current Cell Nodes Ordinance for Fees
24. Emergency Warning System Cost (charged with filing of the plat)	$25/acre

Records Management

PERMIT/SERVICE	FEE
1. Paper Copies	
A. Standard-Size Paper Copy (Measures less than 8.5 X 14)	$ .10 per page
B. Non-Standard Size Paper Copy (Larger than 8.5 X 14)	$.50 per page
C. Specialty Paper	Actual Cost
2. Computer Diskette (CD/CDR)	$1.00 each
3. Digital Video Disc (DVD)	$3.00 each
4. Audio Cassette	$1.00 each
5. VHS Video Cassette	$2.50 each
6. Computer Magnetic Tape	Actual Cost
7. Data Cartridge	Actual Cost
8. Tape Cartridge	Actual Cost
9. Thumb Drive	Actual Cost
10. JAZ drive	Actual Cost
11. Other Electronic Media	Actual Cost
12. Miscellaneous Supplies	Actual Cost
13. Postage & Shipping	Actual Cost
14. Photographs	Actual Cost
15. Maps	Actual Cost
16. Other Costs	Actual Cost
17. Outsourced/Contracted Services (may not include development costs)	Actual Cost
18. Microfiche/Microform	
A. Paper Copy	$.10 per page
B. Film/Fiche Copy	actual cost
C. Document Retrieval/Remote	actual cost
19. Computer Resource	
A. PC or LAN	$1.00 per clock hour
B. Client/Server	$2.20 per clock min
C. Midsize	$1.50 per CPU min
D. Mainframe	$10.00 per CPU min
20. Labor Charges	
A. Programming Time	$28.50 per hour
B. Locating/Compiling/Reproducing	$15.00 per hour
C. Labor Charge - CANNOT be charged for 50 or fewer pages; Overhead charge can only be added if there is a charge for labor (>50 pgs)	20% of labor cost
21. FAX	
A. Local	N/A
B. Long Distance, Same Area Code	N/A
C. Long Distance, Different Area Code	N/A
22. General Information	

A. Down Payments *NO SALES TAX CAN BE CHARGED per AG	50% of estimated cost if the requestor is given an itemized statement
B. Credit Card Transaction fee	fees may be recovered
23. Body Worn Camera Recordings	
A. Responsive to Request / AND	$10.00 per recording
B. Audio or Video Footage	$1.00 per full min

Russell Farm

PERMIT/SERVICE	FEE
1. Building Rental	**All rental rates based on hourly rates w/ a minimum 4 hour rental**
A. Chesapeake Building - Operational hours	$50 per hour
B. Chesapeake Building - Non-operational hours	$71 per hour
C. Baker Building - Operational Hours - 500 Sq ft. - Max occupancy: 50	$38 per hour
D. Baker Building - Non-Operational Hours	$59 per hour
E. Hay Barn/Outdoor Pavilion - Operational Hours - 1,110 sq. ft. - Max occupancy: 100	$31 per hour
F. Hay Barn/Outdoor Pavilion - Non-Operational Hours	$53 per hour
2. Reservation and Refund Policies	
A. All reservations must be made at Russell Farm with the Facility Supervisor.	
B. All refund/refund fees are paid at the Burleson Recreation Center.	
C. All reservations must be paid in full 48 hours prior to rental.	
D. Rental Deposit Fee: $100.00 per building reserved.	
E. A deposit is required on facility rentals along with the completion of the Russell Farm Reservation contract. The deposit will be refunded if the area used has been left in good order and if all conditions of the Russell Farms rental/refund policies are met. Refund of damage deposit is subject to any remaining balance due on household.	
3. Rental Cancellation Refunds:	
A. Rentals cancelled 30 calendar days or more prior to booking will receive 100% of the deposit.	
B. Rentals cancelled 29 - 15 calendar days or more prior to booking will receive 50% of the deposit.	
C. Rentals cancelled 14 calendar days or less prior to booking will receive 50% of the deposit.	
D. User shall not collect fees at the Russell Farm unless approval has been granted in writing by an authorized representative of the City's Park and Recreation Department. All reservations where monies are collected are subject to approval by the Park and Recreation Department. The City of Burleson will receive 15% of total collections (admission, concession etc.) or $50.00 whichever is greater. This fee is in addition to all applicable reservation fees. Note: All Russell Farm Fees listed are the maximum fees to be charged. Park and Recreation Management have the authority to adjust fees and run seasonal specials. In the event of a conflict, the City Council shall provide the final resolution.	

Utility Billing

PERMIT/SERVICE	FEE
1. Security Deposits	
A. Minimum Residential	$135
B. Commercial	
1. Minimum for 3/4" Meter	$ 135
2. Minimum for 1 1/2" Meter	$ 160
3. Minimum for 2" Meter	$ 185
4. Minimum for 3" Meter	$ 210
5. Minimum for 4" Meter or Larger	$ 260
C. Security Deposit for Fire Hydrant Meters	$ 1,800
2. Penalty Amount for Late Bills	10% Excluding Tax
3. Returned Paymnet Fee	$35
4. Extension Fee	$5
5. Reconnect Fee	
A. Standard	$35
B. Reconnect Fee After 5:00 PM and on weekends and holidays	$50
6. Extra Trip Fee	$15
7. Meter Test Fee	
A. For 3/4" or 1" Meter	$30
B. For 1 1/2" Meter and Larger	$125
8. Temporary Service Fee (2 day limit and 2,000 gallons)	$30
9. Transfer Fee	$15
10. Construction Meter Non-Read Fee	$100
11. After Hours Turn-on Fee	$50
12. Initiation Fee (in addition to deposit)	$10
13. Tampering Fee	
A. First Occurrence	$50
B. Second Occurrence	$100
C. Third Occurrence	$150
14. Pull Meter Fee	$30
15. Datalog Fee	$30

Water/Wastewater

PERMIT/SERVICE	FEE	ADDITIONAL INFORMATION/REQUIREMENTS
1. Tap Fees		
A. 5.8" Meter Set	$295.59	
B. 5/8" Meter, dig out, U Branch	$415.80	
C. 5/8" Tap, Meter and Box in easement	$1,379.88	Pavement work : Get quote from Public Works
D. 1" Meter Set	$385.54	
E. 1" Water Tap, Meter and Box in easement	$1,458.53	
F. 1 1/2" Meter Set	$578.75	
G. 1 1/2" Tap, Meter and Box	$2,204.33	Positive displacement meter in easement, pavement work: Get quote from Public Works
H. 1 1/2" Tap, Meter and Box	$2,601.35	Turbine meter in easement, pavement work: Get quote from Public Works
I. 1 1/2" Meter (positive disp.)	$578.75	
J. 1 1/2" Meter (turbine)	$835.77	
K. 2" Meter (positive disp.)	$749.10	
L. 2" Meter (turbine)	$850.32	
M. 2" Meter (compound)	$1,711.32	
N. 2" Tap, Meter and Box	$2,314.90	Positive displacement meter in easement, pavement work: Get quote from Public Works
O. 2" Tap, Meter and Box	$2,416.12	Tturbine meter in easement, pavement work: Get quote from Public Works
P. 2" Tap, Meter and Box	$3,277.12	Compound meter in easement, pavement work: Get quote from Public Works
Q. 3" Tap, Meter and Box		TBD by Utilities Supervisor
R. 4" Tap, Meter and Box		TBD by Utilities Supervisor
S. 4" Sewer Tap in Pavement	$866	
T. 4" Sewer Tap in Easement	$985.41	
U. Relocate 5/8" Meter	$201	12 ft. or less in easement, pavement work: Get quote from Public Works
V. Relocate 5/8" Meter (more than 12 ft.)	Get quote from Public Works	Get quote from Public Works
W. Relocate 1" Meter	$215	12 ft. or less in easement, pavement work:Get quote from Public Works
X. Relocate 1" Meter (more than 12 ft.)		Get quote from Public Works
Y. Pull Meter	$10	
Z. Double Meter Box	$30.50	
AA. 2" and 1 1/2" Meter Box	$217	
AB. 2" + Meter Box	$117	
AC. Pavement Cut / Replacement		TBD by Utilities Supervisor
AD. Automatic Flush Valve	$1,000	
AE. Water and Wastewater Impact Fees (Burleson charges both City of Burleson and City of Fort Worth Impact Fees)		Refer to Current Impact Fee Ordinance for Fees

NOTICE OF PUBLIC HEARING ON TAX INCREASE

A tax rate of $0.6572 per $100 valuation has been proposed by the governing body of City of Burleson.

Proposed Tax Rate	$0.6572 per $100
No-New-Revenue Tax Rate	$0.6218 per $100
Voters-Approval Tax Rate	$0.6971 per $100

The no-new-revenue tax rate is the tax rate for the 2022 tax year that will raise the same amount of property tax revenue for the City of Burleson from the same properties in both the 2021 tax year and the 2022 tax year.

The voter-approval tax rate is the highest tax rate that City of Burleson may adopt without holding an election to seek voter approval of the rate.

The proposed tax rate is greater than the no-new-revenue tax rate. This means that City of Burleson is proposing to increase property taxes for the 2022 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON September 06, 2022 at 5:30 pm at City Hall, 141 W. Renfro, Burleson, Texas 76028.

The proposed tax rate is not greater than the voter-approval tax rate. As a result, City of Burleson is not required to hold an election at which voters may accept or reject the proposed tax rate. However, you may express your support for or opposition to the proposed tax rate by contacting members of the City Council of the City of Burleson at their offices or by attending the public hearing mentioned above.

YOUR TAXES OWED UNDER ANY OF THE TAX RATES MENTIONED ABOVE CAN BE CALCULATED AS FOLLOWS:

Property tax amount = tax rate x taxable value of your property / 100

List of names of all members of the governing body below, showing how each voted on the proposal to consider the tax increase or, if one or more were absent, indicating absences

FOR: Chris Fletcher, Victoria Johnson, Jimmy Stanford, Tamara Payne, Ronnie Johnson

AGAINST:

PRESENT and not voting:

ABSENT: Rick Green, Dan McClendon

Visit Texas.gov/PropertyTaxes to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

The 86th Legislature modified the manner in which voter approval tax rate in calculated to limit the rate of growth of the property taxes in the state.

The following table compare the taxes imposed on the average residence homestead by City of Burleson last year to the taxes proposed to be imposed on the average residence homestead this year:

	2021	2022	Change
Total Tax Rate (per $100 value)	$0.6859	$0.6572	Decrease of $-0.0287 or -4.18%
Average homestead taxable value	$232,000	$253,812	Increase of 9.40%
Tax on average homestead	$1,591	$1,668	Increase of $77 or 4.84%
Total tax levy on all properties	$26,925,924	$29,134,887	Increase of $2,208,963 or 8.20%

For assistance with tax calculation, please contact the tax assessor for the City of Burleson at 817-558-0122 or jcto@johnsoncountytx.org or www.johnsoncountytaxoffice.org.

THE CITY OF BURLESON TEXAS

Department Memo

City Council Regular Meeting

DEPARTMENT: **City Manager's Office**

FROM: **Martin Avila, Finance Director**

MEETING: **September 6, 2022**

SUBJECT:

Consider approval of an ordinance adopting the budget for fiscal year 2022-2023 beginning October 1, 2022, and terminating September 30, 2023, and making appropriations for each fund; repealing conflicting ordinances; providing a savings clause, severability clause, declaring an effective date; and finding that the meeting at which this ordinance is passed is open to the public. (First Reading) *(Staff Presenter: Martin Avila, Finance Director)*

SUMMARY:

On July 29, 2022, City Manager submitted to City Council and City Secretary's Office a proposed annual budget for Fiscal Year 2022-23. On the August 4, 2022 Special Session, City Manager presented the proposed budget to Council and the public. (First reading)

OPTIONS:

Approve or deny ordinance

RECOMMENDATION:

Approve ordinance adopting the budget for fiscal year 2022-2022. (First Reading)

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

August 4, 2022 Special Session:

- Council approved minute order setting date and time of the public hearing on the tax rate and budget for FY 2022-2023 for September 6, 2022.
- Council approved a resolution proposing a tax rate $0.6572 per $100 value. The proposed rate is subject to final approval by the City Council.

FISCAL IMPACT:

NA

STAFF CONTACT:

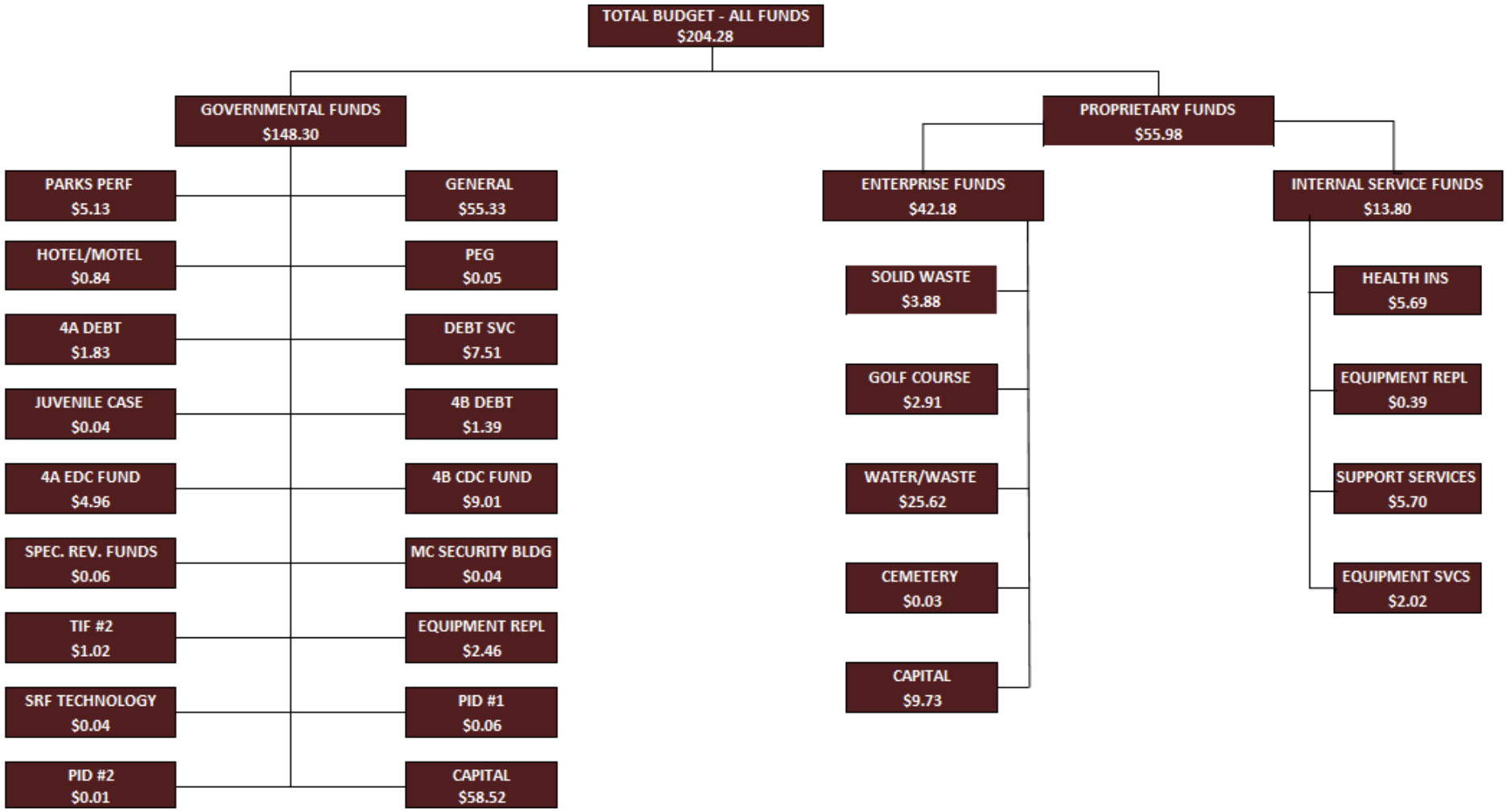
Martin, Avila
Finance Director
mavila@burlesontx.com
817-426-9651

THE CITY OF BURLESON TEXAS

Proposed Budget FY2022
Tax Rate and Related Ordinances

PRESENTED TO THE CITY COUNCIL ON SEPTEMBER 6, 2022

Overall Budget (in Millions)



Assumptions for General Fund

Assessed Value Increases

- FY 2024: Assumes 3% increase of existing properties and $125 million for new construction.
- FY 2025-27: Assumes 3% growth of existing properties and 2% growth for new construction.
- FY 2024-27: Assumes an additional 1% homestead exemption each year.

Debt Service Tax Rate: Increase of $0.0038
compared to FY 2021-22

+

General Fund Tax Rate: Decrease of $0.0325
compared to FY 2021-22

=

Total Tax Rate: Decrease of $0.0287
compared to FY 2021-22

Sales Tax

FY 2022: Assumes 12%	FY 2023: Assumes 3% increase	FY 2024-2027: Assumes 3% increase

Tax Rate History

Fiscal Year	General Fund Rate	Debt Rate	Total Rate
FY 2022-23 Proposed	**$0.4649**	**$0.1923**	**$0.6572**
FY 2021-22	$0.4974	$0.1885	$0.6859
FY 2020-21	$0.5187	$0.1924	$0.7111
FY 2019-20	$0.5106	$0.2094	$0.7200
FY 2018-19	$0.5228	$0.2122	$0.7350
FY 2017-18	$0.5228	$0.2122	$0.7350
FY 2016-17	$0.5228	$0.2122	$0.7350
FY 2015-16	$0.5278	$0.2122	$0.7400
FY 2014-15	$0.5278	$0.2122	$0.7400
FY 2013-14	$0.5278	$0.1622	$0.6900

$0.0778 cents decrease

Lowest tax rate since FY 2007-2008 total tax rate - $0.6618 (15 years ago)

Homestead Exemption



- 1% homestead exemption was approved as part of the FY 2022 budget process and is effective in FY 2023
- 2% homestead exemption will be proposed during the FY 2023 budget process and will be effective for FY 2024.
- Minimum homestead exemption (primary residence) - $5,000

For a home valued at $253,812

- FY 2024: 2%, savings of $32.86
- FY 2025: 3%, savings of $50.04
- FY 2026: 4%, savings of $66.72
- FY 2027: 5%, savings of $83.40

Summary of Assumptions

	FY 23	FY 24	FY 25	FY 26	FY 27
Existing Appraised Value Growth	3%	3%	3%	3%	3%
New Construction	$147M	$125M	$127.5M	$130M	$132.6M
Sales Tax Growth	3%	3%	3%	3%	3%
Compensation *	3.5%	3.5%	3.5%	3.5%	3.5%
Tax Rate	$0.6572	$0.6572	$0.6572	$0.6572	$0.6572
Cash Funding – Capital Projects	$2.5M	$2.5M	$1.0M	$1.0M	$1.0M
Future Bond Sales	$9.6M	$25.9M	$19.5M	$14.0M	$17.5M

*Plus eligible step increases for Police/Fire
FY 23 Compensation effective 10/1/2022

$8 million cash funding capital projects estimated over the next 5 years

Total Outstanding Bond Debt

Supporting Debt	Outstanding Principal 9/30/2021	Percent	Outstanding Principal 9/30/2022	Percent	Increase (Decrease) Principal
Tax Supported Debt*	$59,462,361	41%	$56,412,368	39%	($3,049,991)
Water & Sewer	$54,360,000	38%	$55,780,000	38%	$1,420,000
4A	$11,947,068	9%	$10,374,490	7%	($1,572,580)
4B	$10,085,000	7%	$13,035,000	9%	$2,950,000
TIF	$5,120,000	4%	$8,040,000	6%	$2,920,000
Golf	$1,385,571	1%	$1,063,142	1%	($322,429)
Total Outstanding Debt*	**$142,360,000**	100%	**$144,705,000**	100%	**$2,345,000**

*All bond debt must be used for costs associated with capital projects and cannot be used for day to-day operations.

Includes $14,385,000 estimated 2022 GO and CO bond issue offset with $12,040,000 reduction of existing debt for a net change of $2,345,000.

Water/Wastewater

Key issues in the development of the budget:

Enhance Future Capacity	Capital Improvement Program	Rates

• Completion of sewer project from City of Fort Worth to enhance future capacity for development
• $14,688,442 – Source of funding- bond issue in FY 2022 and available funds
	• $6 million bond issue proposed in FY 2022
	• 5 year Capital Improvement Plan 2023-2027:
	  • Water - $42.5 million
	  • Sewer - $34.7 million
		• No sewer rate increase proposed for FY 2022-2023
		• No water rate proposed for FY 2022-2023
		• No rate increase proposed until FY 2025

Solid Waste Fund Assumptions

Revenues
No projected fee increase for FY 23 Project a 5% fee increase in FY 24-27 ($2.31 increase on residential account)
2% - 2.25% increase in growth for FY 2023-2024

Expenditures	
Collection contract	Average cost $2.6 million
Recycling program	Average cost $475,000
Current contract expires in FY 2024	

Total Expenditure Budget by Fund
(in millions)

Fund	FY 21-22	Proposed FY22-23	Variance
General Fund	$50.3	$55.3	$5.0
Debt Service	$7.2	$7.5	$0.3
Water & Wastewater Fund	$24.5	$25.6	$1.1
Solid Waste Fund	$3.7	$3.9	$0.2
Hidden Creek Golf Course Fund	$2.9	$2.9	$0.0
Parks Performance Fund	$4.8	$5.1	$0.3
4A Sales Tax SRF	$9.6	$5.0	($4.6)
4B Sales Tax SRF	$6.4	$9.0	$2.6
Capital Projects	$23.7	$21.7	($2.0)
Other Funds	$34.0	$68.3	$34.3
Total	**$167.1**	**$204.3**	**$37.2**

September 6, 2022 Council Meeting

- Public Hearing on FY2022-23 budget and property tax rate- Agenda item #
- Approval of ordinances (First reading) – Agenda item #
  - FY2022-23 budget- October 1, 2022 – September 30, 2023
  - Levying the property tax for the tax year 2022 taxable values and adopting the property tax rate of $0.6572 per $100 value
  - Approving Tax year 2022 tax roll
  - Approving the FY 2022-23 schedule of fees
  - Establishing the FY2022-23 rates for water and wastewater service (no increase)
  - Establishing the FY2022-23 rates for solid waste service (no increase)
  - Approving a 2% residential homestead exemption for Tax Year 2023 to be effective October 1, 2023 for FY2023-24

911

Next Steps

September 12 – Special City Council meeting. Final reading of the ordinances to approve the budget, tax rate and related ordinances.

QUESTIONS/COMMENTS

ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, APPROVING AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND TERMINATING SEPTEMBER 30, 2023, AND MAKING APPROPRIATIONS FOR EACH FUND; FINDING THE RECITALS ARE TRUE AND CORRECT; INSTRUCTING THE CITY MANAGER TO FILE THE BUDGET WITH THE COUNTY CLERK AND POST TO THE CITY WEBSITE; REPEALING CONFLICTING ORDINANCES; PROVIDING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Manager of the City of Burleson, Texas (hereinafter referred to as the "City") has caused to be filed with the City Secretary a budget to cover all proposed expenditures of the government of the City for the fiscal year beginning October 1, 2022, and ending September 30, 2023, (hereinafter referred to as the "Budget"); and

WHEREAS, public notice of the public hearing on the Budget, stating the date, time, place and subject matter of said public hearing, was given as required by the City Charter and the laws of the State of Texas; and

WHEREAS, the notice of a public hearing on the Budget was published on August 22, 2022 in the *Fort Worth Star-Telegram*, which was not earlier than the 30th, or later than the 10th day before the date of the said public hearing; and

WHEREAS, other legal notices of the Budget and said public hearing were given in accordance with all applicable law; and

WHEREAS, the Burleson 4A Economic Development Corporation adopted the corporation's FY2022-2023 annual budget on August 15, 2022, in Resolution 4A081522AnnualBudget; and

WHEREAS, the City Council ratified the budget of the Burleson 4A Economic Development Corporation on August 15, 2022; and

WHEREAS, the Burleson Community Services Development Corporation adopted the corporation's FY2022-2023 annual budget on August 15, 2022, in Resolution 4B081522AnnualBudget; and

WHEREAS, the City Council ratified the budget of the Burleson Community Services Development Corporation on August 15, 2022; and

WHEREAS, the Tax Increment Reinvestment Zone Number Two, City of Burleson, Texas adopted the board's FY2022-2023 annual budget on August 15, 2022, by resolution; and

WHEREAS, such public hearing was held on September 6, 2022, prior approval of such date being hereby ratified and confirmed by the City Council, and all those wishing to speak on the Budget were heard; and

WHEREAS, the City Council has studied the Budget and listened to the comments of the taxpayers at the public hearing held therefore and has determined that the Budget attached hereto is in the best interest of the City.

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

Section 1

That all of the above premises are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

Section 2

That the Budget attached hereto and incorporated herein for all purposes is adopted for the Fiscal Year beginning October 1, 2022, and ending September 30, 2023; and there is hereby appropriated from the funds indicated such projects, operations, activities, purchases and other expenditures as proposed in the Budget.

Section 3

That, in accordance with state law, the City Manager shall file or cause to be filed a true and correct copy of the approved Budget, along with this ordinance, with the City Secretary and in the office of the County Clerk of Johnson and Tarrant County, Texas, and post a copy of the budget on the City's Internet website.

Section 4

That the distribution and division of the above-named appropriations is made at the fund level in the general fund and the water and sewer fund for the payment of operating expenses and capital outlay as set out in the municipal budget.

Section 5

That at any time during the fiscal year, the City Manager may transfer part or all of any unencumbered appropriation balance among or between accounts within a fund. The City Council may, at the recommendation of the City Manager or on its own volition, transfer part or all of any unencumbered appropriation balance from one fund to another fund by ordinance or resolution.

Section 6

That any and all ordinances, resolutions, rules, regulations, policies or provisions in conflict with the provisions of this Ordinance are hereby repealed and rescinded to the extent of conflict herewith.

Section 7

That if any section, article , paragraph, sentence, clause, phrase or word in this Ordinance, or application thereto any person or circumstances is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance; and the City Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

Section 8

That the necessity of adopting and approving a proposed budget for the next fiscal year as required by the laws of the State of Texas requires that this Ordinance shall take effect immediately from and after its passage, and it is accordingly so ordained.

Section 9

That the City Council finds at that meeting adopting the Budget there was a quorum present and finds further that said meeting was held in accordance with the provisions of Texas Government Code § 551.001, et. seq.

Section 10

The City Secretary is hereby directed to record this Ordinance and the vote to adopt the Budget.

PASSED AND APPROVED:

FIRST READING - SEPTEMBER 6, 2022

The motion to approve this Ordinance was made by _____

and seconded by _____, and the Ordinance was passed

and approved by the vote [AYE _____ - NAY_____]:

	Ave	Nay	Abstain	Absent
Chris Fletcher, Mayor				
Victoria Johnson, Place 1				
Rick Green, Place 2				
Jimmy Stanford, Place 3				
Tamara Payne, Place 4				
Dan McClendon, Place 5				
Ronnie Johnson, Place 6				

FINAL READING - SEPTEMBER 12, 2022

The motion to approve this Ordinance was made by _____ and seconded by _____, and the Ordinance was passed and approved by the vote [AYE _____ - NAY_____]:

	Ave	Nay	Abstain	Absent
Chris Fletcher, Mayor				
Victoria Johnson, Place 1				
Rick Green, Place 2				
Jimmy Stanford, Place 3				
Tamara Payne, Place 4				
Dan McClendon, Place 5				
Ronnie Johnson, Place 6				

_____
Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

_____
Amanda Campos, City Secretary

APPROVED AS TO FORM:

_____
E. Allen Taylor, Jr., City Attorney

THE CITY OF

BURLESON

TEXAS

BUDGET WORK SESSION

with City Council

FY 22-23



City of Burleson
Fiscal Year 2022-2023
Budget Cover Page

This budget will raise more revenue from property taxes than last year's budget by an amount of $1,749,741, which is a 7.78 percent increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is $944,179.

The members of the governing body voted on the budget as follows:

FOR:

AGAINST:

PRESENT and not voting:

ABSENT:

Property Tax Rate Comparison

	2022-2023	2021-2022
Property Tax Rate:	$0.6572/100	$0.6859/100
No-New-Revenue Tax Rate:	$0.6218/100	$0.6859/100
No-New-Revenue Maintenance & Operations Tax Rate:	$0.4550/100	$0.4959/100
Voter-Approval Tax Rate:	$0.6971/100	$0.7198/100
Debt Rate:	$0.1923/100	$0.1885/100

Total debt obligation for City of Burleson secured by property taxes: $56,412,368

GOVERNMENT FINANCE OFFICERS ASSOCIATION

Distinguished Budget Presentation Award

PRESENTED TO

City of Burleson
Texas

For the Fiscal Year Beginning

October 01, 2021

Christopher P. Morrill

Executive Director

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THE CITY OF

BURLESON

TEXAS

THE CITY OF BURLESON TEXAS

City Manager's Budget Message

July 29, 2022

To the Honorable Mayor and Members of the City Council:

The proposed budget has been developed over the last several months with the input of the city council and community. It is designed to meet the challenges faced by the organization and accomplish the goals outlined in the City of Burleson's Strategic Plan.

The Fiscal Year (FY) 2022/23 Proposed Budget has also been developed in the context of a five-year financial plan. This approach aims to ensure that decisions made today are financially sustainable in the future. To that end, the budget has been developed to match recurring revenues and recurring expenses in FY 2022/23.

This memo provides detailed information on the budget focus areas, proposed new positions and other service enhancements. Below are some of the biggest takeaways from this year's proposed budget.

Takeaways

1. **Lower tax rate**
   For the fourth straight year, the property tax rate is being reduced. The proposed tax rate of $0.6572 is $0.0287 lower than last year's rate of $0.6859. Since 2019, the rate has been reduced by almost eight (8) cents, from $0.7350 (2019) to $0.6572 (2023).

2. **Homestead exemption**
   Last year's budget included a one percent (1%) homestead exemption for the first time in the city's history. The proposed budget this year includes a two percent (2%) homestead exemption in FY 2023, which will be increased one percent (1%) each year thereafter to continue to offer our resident's a way to decrease their property tax bill.

3. **Street and Traffic Improvements**
   The Capital Improvement Program (CIP) proposes $6.2 million in street and traffic improvements over the coming year and $35 million for the construction of Lakewood/Chisholm Summit infrastructure. In the five-year CIP, the budget includes over $87.6 million in funds for street, traffic and sidewalk improvements.

4. **Public Safety Enhancements**
   The budget recommends the addition of two (2) new police lieutenants, three (3) school resource officers, one (1) property and evidence technician, one (1) records clerk, three (3) dispatch communication personnel and six (6) new fire personnel. Since 2019, we have increased public safety staff by 41 positions.

5. **Utilities**
   No rate increases are proposed for this fiscal year.

Budget Focus Areas

Strategic Plan

The city's Strategic Plan guides the organization for the next 12-24 months and is organized according to the following Strategic Focus Areas (SFAs):

- High Performing City Organization
- Dynamic and Preferred City
- Beautiful, Safe and Vibrant Community
- Great Place to Live

The city council determined the Strategic Focus Areas during a planning retreat in 2021, and they have been incorporated into the proposed budget for FY 2022/23. The city council will be asked to formally approve the updated Strategic Plan along with the budget in September.

Public Input

Over the past year, the city of Burleson has conducted numerous surveys, online forums and other outreach efforts. Earlier this year, the city completed a city-wide survey to gauge existing satisfaction in a number of service areas. Additionally, the city created a standalone budget transparency web page, and a survey was used to gauge citizen interest in various program areas. This survey, and the feedback received throughout the year, have formed the basis of many of the recommendations in the FY 2022/23 Proposed Budget.

Cost Containment and Organizational Efficiency

To effectively achieve the strategic items outlined above, the proposed budget incorporates a number of **cost containment** initiatives. The below programs have been implemented over the past year to contain costs.

- **Lean Government** Staff has created a Lean Government program that engages employees across the organization to identify areas for process improvement using an approach to define, measure, analyze, improve and control processes. The initiatives are designed to provide cost savings, increase revenues and strengthen city productivity.
- **Equipment Replacement Funding Optimization** The analysis of the Equipment Replacement Funds resulted in a $3 million return to the General Fund and a $1 million transfer from the proprietary equipment replacement fund to the Water Fund. This was accomplished while achieving optimal fund balance for future replacement of all required equipment.
- **Employee Benefits** Staff reviewed the city's contracts for healthcare administration and initiated new agreements, which reduced costs by $250,000.
- **Finance** Through the development of new investment policies, the city's investment functions have improved, and interest earnings have increased by more than $100,000 annually.
- **Salary Savings** City administration has saved an estimated $850,000 in salary savings by managing vacant positions. The administration also saved an estimated $200,000 in fire department overtime by implementing an enhanced overtime policy.
- **American Rescue Plan (ARPA) Funds** The second installment of Burleson ARPA funding was designated for use during the FY 2022/23 budget cycle, with $1.7 million used for public safety, fire, emergency medical services, police, dispatch and communications. Over the eligibility period, ARPA funds will offset approximately $11.9 million in costs that the General Fund would have otherwise paid.

Organizational efficiency has been enhanced in various area. Some of the more notable enhancements that occurred in the past year or began the planning stages are listed below:

- **311 Customer Relationship Management (CRM) System** The proposed FY 2022/23 budget includes funding for a CRM system that will allow staff to analyze customer interactions and improve overall performance for all departments.
- **Phoenix G2 Station Alerting System** Implementing the new alerting system provided a 41% decrease in time for dispatch of priority 1 calls to continue to provide our residents with top-notch emergency services.
- **Debt Sale Reduction** Evaluated the city's existing cash balances and planned capital projects to reduce debt sales for FY 2021/22, resulting in a $12 million savings.

- **Computer-Aided Dispatch (CAD)** Improved citizen safety by implementing the (CAD) system to prioritize and record incident calls, identify the status and location of public safety in the field and effectively dispatch first responders.

Financial Sustainability

In addition to cost containment, cost reductions and process improvements, significant attention has been given to the overall financial sustainability of the organization. Below are a few focus areas that highlight these efforts.

- The FY 2022/23 budget maintains strong fund balances and reserves and includes a 10-year projection to ensure today's decisions are financially viable in the future.
- The Capital Improvement Plan (CIP) includes increases in cash-funded capital ($8 million for the general fund) to provide more financial flexibility and reduce future debt service costs.
- To ensure financial sustainability, a portion of new growth will be allocated to fund future capital projects rather than current operating costs.
- The proposed budget minimizes rate increases for utilities in the future to continue to provide efficient water and sewer services to our residents.
- Through an analysis of retirement plan options, staff adjusted the city's annual retirement contributions, saving the city approximately $3.6 million over twenty years and $2.8 million yearly afterward.

2022 Bond: Investments in Public Infrastructure and Facilities

In May 2022, the voters approved an $86 million bond program. The proposed budget includes funding to begin many of the approved projects. Below is a list of projects that will be initiated in FY 2022/23.

- **SH 174 Traffic Signal Improvements** Technology to allow the city to study, control and synchronize the traffic signals throughout the city. Total cost $1,861,123.
- **Neighborhood Street Rebuild** Full-depth rebuild of pavement for streets throughout the city. Total cost $825,833.
- **Sidewalk Program** Design and construction of sidewalks throughout the city in coordination with the Master Mobility Plan and the Parks Masterplan. Total cost $446,946.
- **Dual Left Turn Lanes at Lakewood and SH174** Design and construction of a dual left-turn lane from Lakewood Drive onto northbound SH174/Wilshire Boulevard. Total cost $85,000.

- **Police Station** Expansion of the current police department headquarters, including a dedicated public safety communications area, training space for officers and additional evidence and equipment storage areas. Year one design cost $3,600,000.
- **CR1020 Alsbury Widening** Design of Alsbury Boulevard to increase the road width from two lanes to a four-lane road. Design cost $2,500,000.

Public Safety Enhancements

Police Department After reviewing the capabilities of the Burleson Police Department, and the needs of the community, the FY 2022/23 proposed budget includes funding for seven (7) new positions and equipment as follows:

- One (1) new police patrol lieutenant and vehicle is budgeted for $308,840. This will increase the operational support to line officers, sergeants and command staff.
- One (1) new police administrative lieutenant and vehicle is budgeted for $241,667. With increased staff, the lieutenant will manage the efforts of multiple sergeants in real-time, providing a consistent chain of command with a single point of authority.
- One (1) new property and evidence technician is budgeted at $43,043, starting mid-year. The position will help manage the 17% annual increase in the number of evidence pieces being processed by the property coordinator.
- One (1) records clerk is budgeted at $41,345 starting mid-year. The position will facilitate the management of incident reports which have increased 21% year over year.
- Three (3) new school resource officers and associated vehicles will be added to increase police presence at area schools while preparing for student population growth. Burleson ISD will provide $369,176 in funding for the school resource officers, costing $738,352.
- One (1) midsized mobile command post will provide command and control for emergencies and special events. The total unit cost is $302,380, funded entirely by the American Rescue Plan Act (ARPA).
- One (1) medical armored rescue vehicle to provide the required protection during barricaded situations and extractions. The unit cost is $384,301, funded entirely by the American Rescue Plan Act (ARPA).

In July 2022, the city council authorized a comprehensive staffing analysis to be prepared by Matrix Consulting. The positions outlined above are planned for the upcoming fiscal year but are contingent upon the recommendations from the study.

Fire Department To enhance fire and Emergency Medical Services (EMS) services, the FY 2022/23 proposed budget includes funding for the following positions and enhancements:

- An additional six (6) firefighters to provide enhanced safety to the community by improving response time and providing EMS services. The city is planning to begin emergency medical transport services in October 2023. The additional staff will facilitate this service transition and allow three ambulances to operate.
- An additional (3) three outdoor warning sirens will be installed and (6) six other outdoor warning sirens will be upgraded for a total cost of $150,000.
- The proposed budget includes $598,919 in additional funds for the fire department, which will be funded with American Rescue Plan Act (ARPA) funds through FY 2025. At that point, the General Fund will absorb these costs moving forward.

Public Safety Communications To better serve the citizens, public safety communications will implement an Emergency Medical Dispatch (EMD) protocol in conjunction with the fire-based EMS program. The improved service changes will necessitate the addition of (3) three public safety communications specialists. The proposed budget includes $397,885 for the protocol software and communication specialists, which will be funded with American Rescue Plan Act (ARPA) funds in FY 2023.

Employee Compensation and Benefits

The city continues to analyze the recently completed compensation study to ensure employees, particularly public safety, are paid at market value. The city is taking steps to propose merit and market adjustments to keep the city competitive with surrounding municipalities.

- **Market adjustments** Police and fire sworn positions (full-time and part-time) will receive a two (2) percent increase on October 1, 2022, at $268,920. A series of equity adjustments to non-sworn positions were made in FY 2021/22 to keep pay in line with peer cities at the cost of $489,762; as a result, significant adjustments are not anticipated for FY 2022/23.
- **Merit Increases** Police and sworn positions (full-time and part-time) will receive a three (3) percent step increase on October 1, 2022, at the cost of $326,798. All other employees are budgeted to receive an average of 3.5% merit increase effective October 1, 2022, at the cost of $840,480 for non-sworn positions.
- **Health Insurance** City contributions to the Health Insurance Fund will not increase in FY 2023 but will increase from FY 2024 to FY 2027. Premiums will also not increase in FY 2023, but are projected to increase by five (5) percent from FY 2024 to FY 2027. The dental coverage benefit has been increased from $1,500 to $2,000.
- **Benefits** A near-site clinic allowing employees and family members to receive physician care at a reduced rate will be evaluated and potentially be implemented by early FY

2023. Additionally, a new deferred compensation 457(B) provider will use significantly lower fees for members and will begin in the fall.

Economic Development

- **Retail Recruitment** Alley Cats has broken ground on their entertainment venue in Burleson. The venue will bring bowling, arcade, laser tag, mini-golf, go-carts and other attractions to the community. Heim BBQ and Razzoo's Cajun Café are under construction in Old Town Burleson. Chipotle Mexican Grill, Dutch Bros Coffee, Salad and Go, Wing It On! and Tropical Smoothie Café are under construction at Burleson Village.
- **Chisholm Summit Master Planned Community** Ongoing infrastructure improvements are anticipated over several years. The development includes an estimated taxable value of $1.15 billion, covering 915 acres with 3,065 residential units, over 10 miles of interconnected trails and 102 acres of dedicated parkland. This development is expected to generate a net benefit of $3 million yearly for the city above service delivery costs at build-out.
- **Hooper Business Park** The 106-acre medical and professional office park within the Chisholm Summit Master Planned Community will improve the community's access to Chisholm Trail Parkway and encourage development on the city's west side.
- **HighPoint Business Park** Yukon Ventures broke ground on their 250,000 square feet phase two (2) expansion of cold storage distribution space, bringing an additional 50 employees to the business park. Fifty acres of remaining green field sites are under contract with planning for up to 500,000 square feet of speculative manufacturing and warehouse space.

Other Notable Budget Items

Customer Service (311) Department The proposed budget includes $340,000 in the Support Services Fund to implement the new CRM software system that will become Burleson 311. Burleson 311's goal is to provide the highest and most efficient customer experience to our citizens by providing a single point of entry to local government information and services with an easy-to-remember phone number, resolving the citizen's needs on the first phone call, and improving citizen engagement/empowerment with easy access to municipal services/information.

One (1) full-time employee is proposed in the FY 2022/23 budget for a new data management position in the customer service department. The position will be responsible for measuring

effective internal processes through data analysis, assisting departments in tracking their performance and improving accountability by streamlining the approaches to service delivery.

Public Works The public works department will have multiple initiatives this year, including implementing the voter-approved 2022 Bond projects. Six new positions have been recommended for the public works team to manage the additional project load. The proposed positions include:

- One (1) deputy public works director
- One (1) administration assistant
- One (1) signal technician
- One (1) traffic center operator
- One (1) engineering project coordinator
- One (1) development inspector

Funding for the positions is allocated from four separate funds. In the FY 2022/23 budget, the General Fund will contribute $301,287 the Water/Wastewater Fund will be responsible for $173,665, $78,298 will come from CIP Funds and $115,862 will be allocated from the 4A fund.

Library An additional youth services librarian is included with the budget to serve the city with expanded outreach and programs for school-aged children and teens. A library outreach vehicle is also included with the budget to transport supplies and equipment for community outreach. The vehicle will be used for various outreach programs, including computer/robotic classes, outdoor sensory stations, craft programs, special events, and school visits. The proposed budget allocates $216,528 for the library outreach vehicle and youth services librarian.

Finance The budget includes $50,000 to create an internal audit program. This program will supplement the annual audit and identify additional areas that can be improved.

Legal/Purchasing The budget includes $50,000 to review the Americans with Disabilities Act (ADA) standards for structures and accessibility throughout the city. The city is required to have such a plan; in the future, the budget will include additional amounts to fund the needed improvements. In addition, the budget provides $64,674 from the General Fund and $43,114 from the Water/Wastewater fund for a new purchasing agent position that will assist with a growing workload associated with the CIP program.

Budget Funds Summary

The overall FY 2022/23 Proposed Budget for all funds is $204.28 million and includes 461.05 full-time equivalents (FTE) positions. A comprehensive budget summary is attached in this document's accompanying Budget Overview section.

The **total proposed tax rate** is $0.6572 per $100 of assessed valuation, which is $0.0287 cents lower than the prior year. Of this amount, $0.4649 is provided for maintenance and operations and $0.1923 is provided for debt service.

The proposed budget provides funding for a net increase of 27.5 FTEs for all funds compared to the FY 2021/22 budget. The proposed changes include:

Public Safety (7 full-time positions)

- One (1) Police Lieutenant (Patrol)
- One (1) Police Lieutenant (Admin)
- One (1) Police Property & Evidence Technician
- One (1) Police Records Clerk
- Three (3) Police SRO (BISD Funding)

Emergency Management Services (9 full-time positions)

- Six (6) Firefighters (ARPA Funding)
- Three (3)Public Safety Communications Specialist (ARPA Funding)

Capital Program (6 full-time positions)

- One (1) Deputy Public Works Director
- One (1) Public Works Administration Assistant
- One (1) Signal Technician
- One (1) Traffic Center Operator
- One (1) Engineering Project Coordinator
- One (1) Inspector

General Government (5.5 full-time positions)

- One (1) Purchasing Agent
- One (1) Customer Service Data Manager
- One (1) Fleet Technician
- One (1) FTE Information Technology Systems Analyst
- One (1) FTE Youth Services Librarian
- 0.5 FTE Kennel Tech (P/T to F/T)

Water and Wastewater Fund The proposed budget does not recommend any fee increases for water or sewer utility customers. The FY 2022/23 plan includes water line rehabilitation work for $2 million, an industrial boulevard pump station expansion for $1.3 million and sewer line rehabilitation work for $3 million. The five-year capital improvement program (CIP) for water projects is approximately $43.2 million, and the five-year CIP for sewer projects is $34.8 million.

Support Services Fund With the implementation of software as a service (SAS) the city must increase its overall bandwidth to support these features and regular day-to-day operations, specifically with the upcoming Enterprise Resource Planning (ERP), Computer Aided Dispatch (CAD) and 311 customer services systems. With the additional systems and required support, the budget includes a systems analyst, cyber security network enhancements and the replacement of Access Points for $235,450.

Parks Performance Fund The budget includes several needed improvements to the BRiCk, such as replacing pool sand filters for $93,879, adding portable soccer goals for $7,776, LED lighting for the indoor track for $4,857 and exterior of the facility for $62,941.

Below are some additional enhancements as well:

- **Russell Farm Art Center** The budget includes $9,188 to add a partition for the existing Chesapeake building to create an additional classroom.
- **4B Parks Performance Fund** To provide the required maintenance at the city's athletic fields and other grounds, the budget includes $14,800 for groundwater conservation and $60,000 for water costs at the Bartlett Complex associated with the city's agreement with the Burleson Independent Soccer Association. Funding for adding pump control panels to athletic fields ($22,000) and striping of parking lots ($6,000) is also included.
- **Hidden Creek Golf Course Fund** To properly maintain the course, an additional $25,000 has been budgeted for fertilizer and chemicals. The Capital Improvement Plan (CIP) includes bunker, signage, and tree removal improvements for $167,250.

Downtown TIF (TIF #2) The budget anticipates issuing approximately $4.6 million in Certificate of Obligation (COs) bonds over the next two years for the Ellison Street Project. The plan includes the redevelopment of the Ellison Street Parking and the construction of city-owned office space, including a police storefront substation.

Capital Improvements Program (CIP) In addition to the projects approved by voters in the 2022 Bond Program (listed on page 4), the city's CIP includes funding the following projects in the FY 2022/23 budget:

- $1.5 million for city hall renovations
- $1.5 million for Bartlett Field regrading
- $2 million for Chisholm and Baily Lake parking
- $500,000 for upgraded air conditioning and controls at the BRiCk
- $5 million for water and sewer line rehabilitation across the city
- $300,000 million for the renovation of Fire Station #1
- $323,545 for the widening of Alsbury Boulevard from Candler Street to Hulen Street
- $192,497 for Renfro Street and Johnson Avenue pedestrian improvements

In Conclusion

The input of the city council has been invaluable in preparing the FY 2022/23 Proposed Budget. I sincerely thank the city council members for their hard work and dedication to the citizens of Burleson. I also appreciate the feedback, analysis, and hard work of the city of Burleson employees in their assistance in preparing the recommended budget. In particular, the finance department staff has been vital in assembling and analyzing this document.

With continued investments in our organization, people, and infrastructure, I am confident that this budget will position the city of Burleson to be successful in the future. With your continued support and the dedication of our staff, we will ensure quality services are delivered to our community.
Best regards,

Bryan Langley
City Manager


THE CITY OF
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TEXAS

FISCAL YEAR 2022-2023 BUDGET OVERVIEW

The fiscal year 2022-2023 proposed operating budget for all funds totals $135.7 million for revenues and $136.0 million in operating expenditures. In addition to the operating budget, a five-year capital improvement plan is included in the proposed budget, with $68.3 million budgeted for capital projects in the fiscal year 2022-2023. The overall budget for all funds, including capital projects, is $204.3 million.

GENERAL FUND: REVENUES

For fiscal year 2022-23 proposed budget, total revenues are budgeted at $53,151,097, a 5.0% increase over last year. The increase is primarily attributed to an 8.9% increase in property taxes and a 16.1% increase in sales tax revenue. Property and sales taxes make up 75.0% of the general fund revenues.

PROPERTY TAXES

Tax Valuation

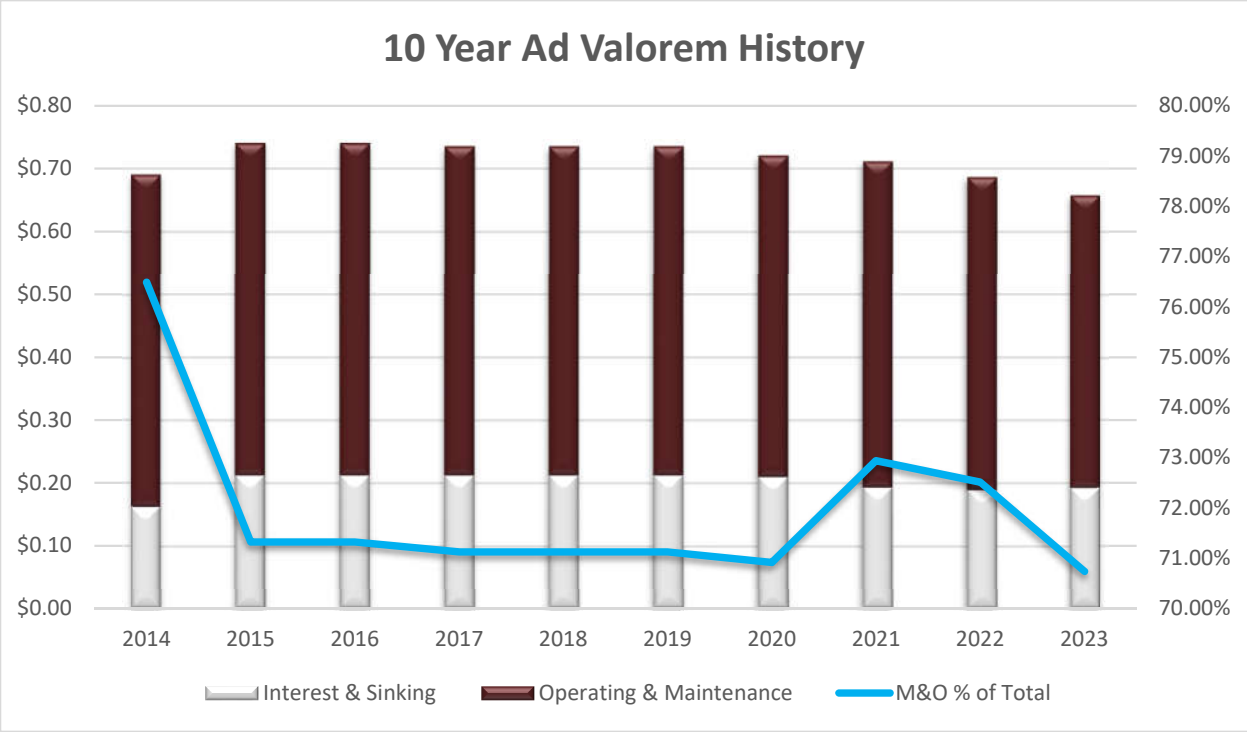
The city's 2022 property value, as certified by the Johnson County Appraisal District and Tarrant Appraisal District, is $5,189,794,906, an increase of $628,099,527 or 13.8% over 2021's $4,561,695,379. This increase in value can be attributed primarily to rising valuations of existing properties, with an additional $143,666,843 in new improvements added to the tax base. Total taxable value increased $567,529,352 or 14.7% from last year's $3,865,654,867 to $4,433,184,219.

Tax Rate

The property tax rate in the proposed budget is $0.6572, which is $.0287 less than the current rate of $0.6859. The proposed rate is the lowest since FY 2007-2008.

With the implementation of Senate Bill 2 in fiscal year 2021, the no-new-revenue tax rate and the no-new-revenue maintenance and operations (M&O) tax rate were introduced. The no-new-revenue rate for FY 2022-23 is $0.6218.

The chart below shows the historical trend of the city's tax rate since FY 2014.



Maintenance and Operations Rate (M&O rate)

The proposed budget decreases the M&O rate from $0.4974/$100 value to $0.4649/$100 value. The following graph illustrates the M&O rate as a percent of the total tax rate since FY 14.

Debt Service Rate (I&S rate)

The debt service rate increased by $0.0038 from FY 2021-2022 at a $0.1923/$100 value. This debt rate partly provides for the debt capacity to fund $84.6 million dollars in public safety and street projects over the next five years. The slight increase in the debt rate is attributable to the available debt capacity resulting in the termination of the Tax Increment Financing Reinvestment Zone (TIRZ #3) approved by city council on the July 5, 2022, regular meeting, moving approximately $63 million in tax value back to the city's tax base. City council also approved moving the debt capacity from the terminated TIRZ #3 and adjusting the debt rate to fund additional street projects for $10.4 million. The debt rate is 29.3% of the total tax rate. The debt rate allows for the funding of general government capital improvement. As the city continues to grow and prosper, the debt rate provides for the construction of public infrastructure to meet the demands of that growth. The chart below compares rates across 35 comparable cities.

JURISDICTION NAME	TAX RATE	M&O RATE	I&S RATE
ARLINGTON	0.6198	0.4098	0.2100
AZLE	0.6461	0.5821	0.0641
BEDFORD	0.5520	0.5810	0.0365
BENBROOK	0.6175	0.5810	0.0365
BURLESON ***(FY22-23 Proposed)***	0.6572	0.4649	0.1923
CEDAR HILL	0.6970	0.5182	0.1789
CLEBURNE	0.6905	0.6297	0.0608
COLLEYVILLE	0.2918	0.2807	0.0111
COPPELL	0.5800	0.4713	0.1087
CROWLEY	0.7295	0.5261	0.2034
DALWORTHINGTON GARDENS	0.6586	0.5665	0.0920
EULESS	0.4750	0.4029	0.0721
EVERMAN	1.1497	0.9188	0.2308
FLOWER MOUND	0.4050	0.3506	0.0544
FOREST HILL	0.9973	0.8817	0.1156
FORT WORTH	0.7325	0.5850	0.1475
GRAND PRAIRIE	0.6650	0.4521	0.2129
GRAPEVINE	0.2718	0.1404	0.1314
HALTOM CITY	0.6457	0.3958	0.2499
HASLET	0.2832	0.2542	0.0291
HURST	0.6252	0.5168	0.1084
KELLER	0.3950	0.3360	0.0590
KENNEDALE	0.7641	0.5729	0.1911
LAKE WORTH	0.4585	0.2028	0.2558
MANSFIELD	0.6900	0.4650	0.2250
NORTH RICHLAND HILLS	0.5722	0.3489	0.2233
PELICAN BAY	0.8000	0.8000	0.0000
RENO	0.4682	0.3575	0.1107
RICHLAND HILLS	0.5586	0.4133	0.1453
ROANOKE	0.3575	0.1950	0.1801
SAGINAW	0.4795	0.2851	0.1945
SANSOM PARK	0.6707	0.5310	0.1397
SOUTHLAKE	0.3900	0.3250	0.0650
THE COLONY	0.6500	0.4900	0.1600
TROPHY CLUB	0.4450	0.2250	0.1100
WATAUGA	0.5804	0.3954	0.1850
WESTLAKE	0.1679	0.1028	0.0650
WESTOVER HILLS	0.4789	0.4100	0.0689
WESTWORTH VILLAGE	0.4750	0.2423	0.2327
WHITE SETTLEMENT	0.7418	0.6165	0.1253

Taxable Value of Average Residential Property

The taxable value of an average residential property in Burleson grew from $232,000 in the tax year 2021 to $253,812 in the tax year 2022, a 7% increase.

Property Tax Revenue

Overall, General Fund revenue from ad valorem (property) taxes is up $1,749,741 (7.8%) from the current year to $24,249,741. The tax levy on new value-added since the last appraisal totaled $944,179. The value of properties subject to a tax ceiling has increased to $794 million in 2022 from $718 million in 2021. Frozen properties now account for 18% of the tax base.

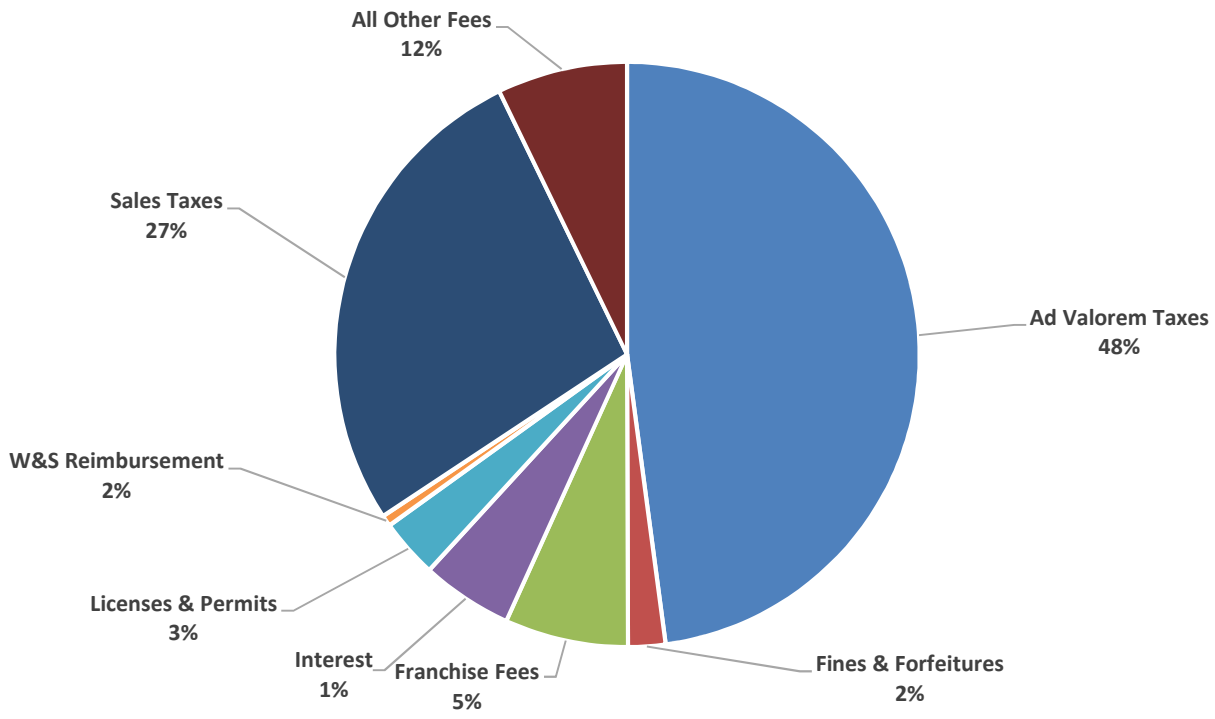
For FY 2022-23, one cent on the ad valorem tax rate will generate $438,885, allowing for protested and frozen values and assuming a 99% collection rate.

SALES TAXES

Sales tax (not including $181,115 in liquor tax) revenues are projected to increase $1,977,669 a 16.1% increase to the current budget. Revenue from sales tax in FY 2022-2023 is projected at $14,234,669, which is 26.8% of total revenue.

Combined, property and sales taxes will fund approximately 75% of General Fund revenue to fund the maintenance and operations expenses for FY 2023. The graph below illustrates this relationship.

General Fund Revenue

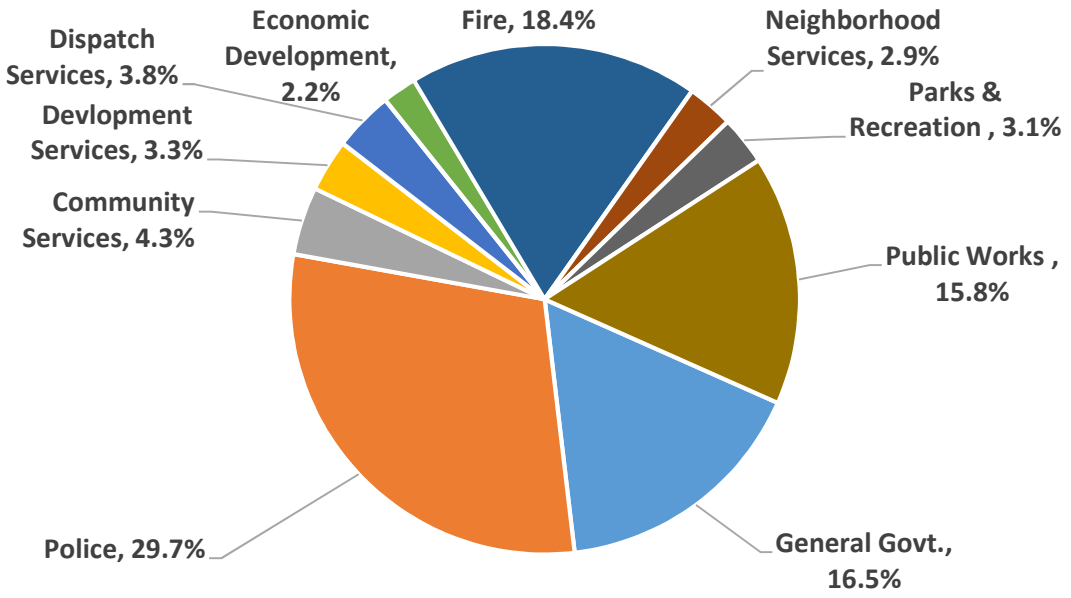


GENERAL FUND: EXPENDITURES

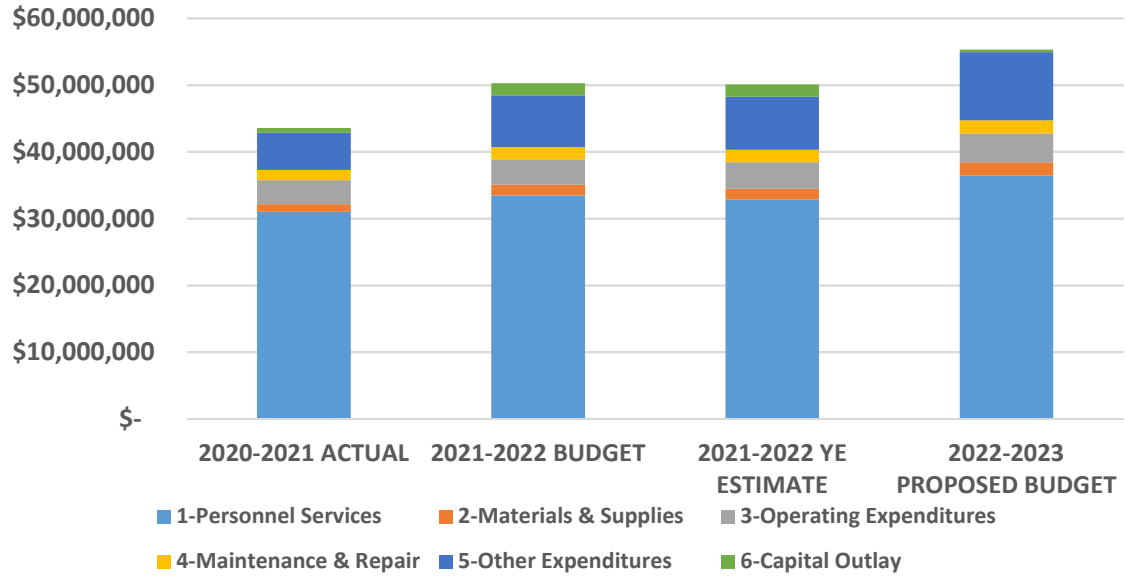
Proposed total expenditures budget is $55,328,010 which is $5,056,182 (10.06%) higher than the current budget. The increases are driven by police, fire, communications dispatch and public works.

The following graphs illustrate the spending by function, budgetary comparison, and category expense comparison.

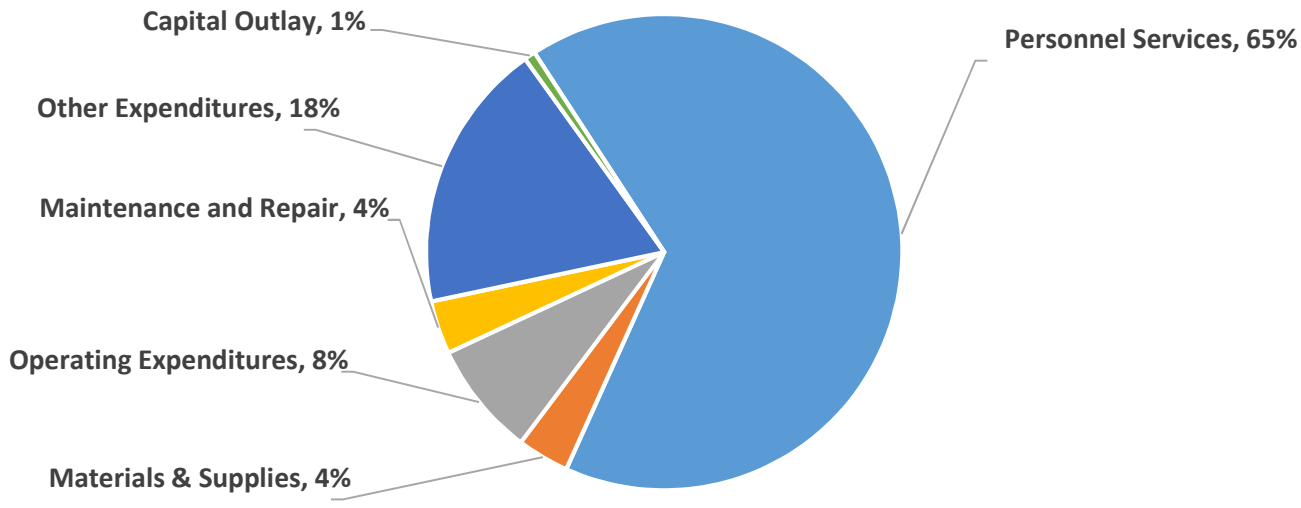
General Fund Expenditure By Function



General Fund Budgetary Expense Comparison



General Fund by Category



FUND BALANCE

The fund balance in the General Fund is estimated to be $19,958,879 at the end of FY 2022-23. This amount is $8,893,266 above the 20% minimum reserve amount established by city council policy.

4A ECONOMIC DEVELOPMENT FUND

In 2001 the citizens of Burleson approved an additional one-half of one percent sales tax to be used for economic development. The city began collecting the ½ cent sales tax in December 2001. The Burleson 4A Economic Development Corporation was established to administer the Type A EDC sales tax.

4A fund accounts for the receipt of sales tax revenue and expenditures, including debt service payments that are allowable under state regulations for 4A Economic Development Corporations.

Revenues are projected to be $7,322,335 in the proposed FY 2022-23 budget. Expenditures are projected to be $4,962,661, including $1,826,505 debt service payment, in FY 2022-23. The proposed fund balance at the end of the fiscal year 2023 is projected to be $3,332,823 or 67.15% fund balance percentage to expenditures, which is well above the 20% fund balance requirement per the city's financial policy.

4B COMMUNITY SERVICES DEVELOPMENT FUND

The citizens of Burleson approved an additional one-half of one percent sales tax in 1993 to fund the construction and acquisition of municipal facilities and for other purposes provided for by the enabling state statute.

The Special Revenue Fund accounts for the receipt of half-cent sales tax revenue and expenditures, including debt service payments that are allowable under state regulations for 4B Community Service Development Corporations.

Revenues are projected to be $7,187,335 in the proposed FY 2022-23 budget. Expenditures are projected to be $9,011,863, including $1,390,800 debt service payment, in FY 2022-23, a 40.28% increase from the FY 2021-2022 original budget. The proposed fund balance at the end of the fiscal year 2023 is projected to be $3,722,488 or 41.31% fund balance percentage to expenditures.

4B fund also transfers funds to the Parks Performance and Golf fund to subsidize their operations. The proposed transfer for FY 2023 to the Parks Performance fund is $3,130,479 and for Golf Fund is $1,107,200, which includes a $376,086 golf debt service payment.

PARKS PERFORMANCE FUND

The Parks Performance Fund is budgeted for revenues and expenditures of $5,131,200 to net a zero fund balance. A transfer of $3,130,479 is proposed from the 4B Fund to cover operational expenses in fiscal 2022-2023. The proposed operating budget revenues are expected to cover 39.0% of fund expenses in 2022-2023. Within the Parks Performance Fund, self-sustainability for the BRiCk is 49%, athletic fields are 11%, and Russell Farm is 9%. The total self-sustainability for all operations is 39%. The remaining 61% comes from the 4B Fund.

OTHER SPECIAL REVENUE FUNDS

The city has a few special revenue funds presented in this budget. The purpose of special revenue funds is to account for funding that is restricted or committed in its use. The following are presented as special revenue funds:

- **Hotel/Motel Fund** – revenues are generated from a 7% hotel/motel tax assessed on room rentals from hotels and motels and are restricted to promoting tourism, conventions, and related activities within the city. The proposed FY 2022-2023 budget includes total revenues of $489,191 and total expenditures of $839,286. The ending fund balance is projected to be $507,955 at the end of FY 2022-23.

- **Public, Educational and Governmental (PEG) Fund** – Revenue is a fee assessed by cable franchising authorities for costs associated with local channels. It is restricted for capital expenditures related to a municipal public access channel and the broadcasting of council meetings to the public. For FY 2022-23, revenues are projected at $60,000 and expenditures at $47,799. An ending fund balance at the end of FY 2022-23 is projected to be $30,144.

- **Municipal Court Technology** Fund – The revenue is part of the court fines charged to an individual and is restricted to the purchase or maintenance of technology enhancements related to municipal court. For FY 2022-23, revenues are projected at $30,000 and expenditures at $37,837. An ending fund balance at the end of FY 2022-23 is projected to be $84,163.

- **Juvenile Case Manager Fund**- Revenue is part of the court fine charged to an individual and is restricted to the salary, benefits, training, travel expenses, office supplies, and other necessary expenses related to the position of a juvenile case manager employed under CCP, article 45.056. The fund may not be used to supplement the income of an employee whose primary role is not that of a juvenile case manager. For FY 2022-23, revenues are projected at $32,960 and expenditures at $38,070. An ending fund balance at the end of FY 2022-23 is projected to be $51,332.

- **Municipal Court Building Security Fund** – A court fee charged to an individual restricted to security personnel, services, and items related to the buildings that house the operations of the municipal court. For FY 2022-23, revenues are projected at $35,000 and expenditures at $39,194. An ending fund balance at the end of FY 2022-23 is projected to be $79,642.

WATER/WASTEWATER FUND

Revenue in this fund is projected to be $25,864,089 in the proposed FY 2022-23 budget – an increase of $843,877 (3.3% increase) from the FY 2021-22 budget.

Fund Expenditures

Proposed expenditures for FY 2023 total $25,618,998 – 4% more than the FY 2022 budget. Total expenditures for this fund are increasing in 2023 by $1,144,003.

Water Rates

The proposed FY 2022-23 budget does not include a water rate increase.
The base water rates are as follows:

Meter size (in inches)	FY 22/23 Water Rate
3/4	$15.56
1	$22.41
1.5	$42.19
2	$62.18
3	$149.55
4	$249.26
6	$497.41
8	$745.56
10	$991.51
12	$1,144.90

(Note: The 3/4 inch meter is the size meter used by most water customers.)

The proposed volumetric water rates per 1,000 gallons are as follows:

	FY 22/23
1 gallon to 10,000 gallons	$4.56
10,001 gallons to 20,000 gallons	$5.75
Over 20,000 gallons	$6.57
Gas Well Drilling (all volumes)	$13.55

Wastewater Rates

The proposed FY 2022-23 wastewater rates remain the same. The base rate is $19.16/month, and the volumetric rate is $5.32/1,000 gallons. These rates are the same for residential and commercial customers, except that residential accounts are billed on the average water consumption during the winter months with a maximum of 12,000 gallons.

GOLF COURSE FUND

A policy has been implemented for the Golf Fund balance to remain at zero. With this in mind, both the revenues and expenditures for golf in the 2022-23 fiscal year are budgeted at $2,914,200. A 4B proposed transfer in the amount of $1,107,200. The Golf Fund's debt service is $376,086.

SOLID WASTE FUND

Solid Waste operations are outsourced to a third-party vendor to handle the refuse and recycling of our community. The contract is for five years, set to expire in 2024. The proposed FY 2022-2023 budget includes expenditures of $3,879,653 and revenues of $3,418,411, resulting in a net working capital decrease of $461,242, assuming adoption of the recommended rate of $18.20,

the same rate as last fiscal year. Staff projects the fund balance at the end of FY 2022-23 to be $541,116.

SUPPORT SERVICES FUND

The Support Services Fund records the activities of the information technology support services functions (currently only the information technology department) and allows for the costs of these services to be reflected as expenditures of the "customer" departments. The proposed budget expense is $5,701,729. The projected year-end working capital balance is $83,040.

CEMETERY FUND

The Cemetery (Operations) Fund is an enterprise fund used to account for the cost of operating the Burleson Memorial Cemetery. Operations are financed by revenues from the sale of cemetery lots and interest on investments. Revenues are projected at $30,746 in FY 2022-23 and expenditures are projected at $23,766. The end-of-year working capital in the Cemetery Fund is projected to be $222,971 in FY 2022-23.

EQUIPMENT SERVICES FUND

The Equipment Service Fund is an internal service fund used to enhance accountability for the expenses associated with vehicle and equipment operation. All costs related to these operations are charged to the using department to offset the proposed budget expenses of this fund. Revenues in the proposed FY 2022-23 budget are projected at $2,185,524. Fund expenditures are projected at $2,023,639. The projected end-of-year working capital in the Equipment Service Fund for FY 2022-23 is budgeted to be $11,968.

EQUIPMENT REPLACEMENT FUNDS

There are two Equipment Replacement Funds, the Governmental Equipment Replacement Fund and the Proprietary Equipment Replacement Fund. The Proprietary Equipment Replacement Fund is used as a funding, management, and planning tool that provides a systematic approach to replacing city-owned vehicles and equipment used by the Water and Wastewater Fund. The Governmental Equipment Replacement Fund Provides for the replacement of vehicles and equipment utilized by all other city departments. The funds are proprietary, internal service funds that enable the city to fund major equipment purchases without substantially affecting the stability of the ad valorem tax rate.

- **Governmental Equipment Replacement Fund: Revenues and Expenditures**
  Revenues in this fund for FY 2022-23 are projected at $2,979,042. Expenditures are estimated to be $2,461,658. The fund is scheduled to replace public works and parks equipment for $243,500, replacement of police vehicles for $708,500, and new

equipment from the proposed supplemental for $1,172,000. Proposed year-end fund balance of $ $4,066,907 for FY 2022-23.

- **Proprietary Equipment Replacement Fund: Revenues and Expenditures**
  Revenues in this fund for FY 2022-23 are projected at $2,979,042. Expenditures are estimated to be $2,461,658. The fund is scheduled to replace public works and parks equipment for $243,500, replacement of police vehicles for $708,500, and new equipment from the proposed supplemental for $1,172,000. Proposed year-end fund balance of $ $4,066,907 for FY 2022-23.

HEALTH INSURANCE FUND

This fund was created for the health insurance financial activity of the city (i.e., citywide), previously located in the General Fund. For FY 2022-23, revenues are projected to be $5,631,357 and expenditures at $5,685,193. An ending fund balance at the end of FY 2022-23 is projected to be $3,834,693.


THE CITY OF
BURLESON
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guidebtx

City of Burleson Strategic Plan

ABOUT THIS PLAN

Why a strategic plan?

The City of Burleson Strategic Plan or Guide BTX communicates the mayor and city council priorities to Burleson residents and businesses. The plan's purpose is to set overall focus areas and goals for the city and develop action items to achieve the goals. Residents can track the city's progress toward the stated goals through quarterly plan updates.

How was the plan developed?

During the fall and winter of 2021, multiple strategic planning sessions were held by the Burleson City Council with a strategic planning consultant. Together, the council created a vision and a mission statement. They also ranked the city's priorities for the staff and the city council to focus on over the upcoming years.

This plan:

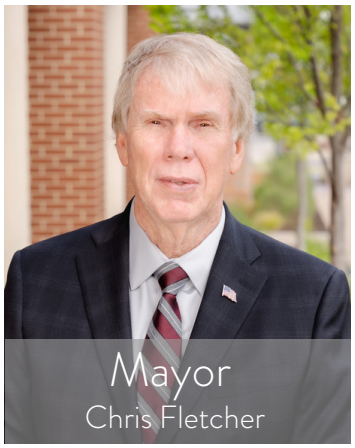
1. Creates a vision for Burleson over the next 15 years.
2. Develops key focus areas and goals the city will focus on over the next five years.
3. Outlines action items to achieve the set goals for Fiscal Year 2022-2023. Action items are updated yearly.
4. Determine city council's top and high priorities for the action tasks.

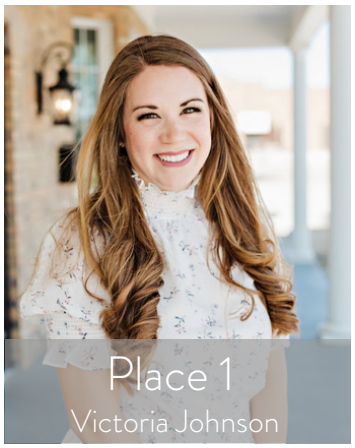






BURLESON *City Council*


Mayor
Chris Fletcher


Place 1
Victoria Johnson


Place 2
Rick Green


Place 3
Jimmy Stanford


Place 4
Tamara Payne


Place 5
Dan McClendon


Place 6
Ronnie Johnson

VISION 2037

Burleson is the premier place to:

LIVE *with great residential neighborhoods;*
WORK *with a dynamic business community; and*
PLAY *where you can enjoy life and have fun.*

Burleson 2037 is a **Safe Community,**
has a **Vibrant Old Town and**
Our residents take **Pride in Our Burleson Community**

BURLESON CITY GOVERNMENT MISSION

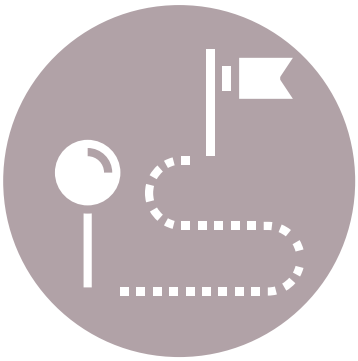
To provide exceptional, people-focused municipal services and to plan and invest in the future in a financially responsible and innovative manner through a high-performing city team and in a partnership with our Burleson community.



FOCUS AREAS



High Performing City Organization
Providing Exceptional, People Focused Services



Dynamic & Preferred City
through Managed Growth

GOALS 2027

Outcome-based objectives and potential actions for five years.



Beautiful, Safe & Vibrant Community



Great Place to Live
through Expanded Quality of Life Amenities



FOCUS AREA 1

High Performing City Organization

Providing Exceptional, People Focused Services

OBJECTIVE

To make the City of Burleson a community of choice by providing outstanding customer service, communication and community engagement; leveraging technology to be an efficient and responsive organization; being financially responsible; maintaining an organizational culture that values innovation, process improvement, productivity and teamwork; and focusing training and development opportunities for city employees.

GOAL 1

Develop a high-performing and diverse workforce by attracting and retaining the very best employees; providing a competitive salary and benefits package; maximizing employee training and educational opportunities.

GOAL 2

Continue to improve the efficiency and productivity of operations through the use of technology, innovation, teamwork and continual business process improvement.

GOAL 3

Deliver high-quality service and communications to external and internal customers by providing outstanding customer experience, communication and community engagement; regularly seeking feedback from citizens and employees through surveys, public forums and other outreach methods; and offering convenient methods for conducting business and communicating with the city.

GOAL 4

Be a responsible steward of the city's financial resources by providing services, rates and fees that represent a strong value to our citizens; providing timely, accurate and transparent financial reporting; and utilizing long-range planning.

FOCUS AREA 1

High Performing City Organization

Providing Exceptional, People Focused Services

GOAL 1

Develop a high-performance and diverse workforce by attracting and retaining the very best employees; providing a competitive salary and benefits package; maximizing employee training and educational opportunities.

	Action	Responsible Department	Target Date
1.1.1	Continue to ensure competitive compensation and benefits across the city by benchmarking against peer cities, evaluating city compensation plan ranges and adjustments, cost of living adjustments, and performance-based merits *This was determined to be a **High Priority** by city council during strategic planning*	Human Resources	On-going
1.1.2	Continue researching and developing community partnerships to discuss diversity and offer suggestions for inclusion within the city	City Secretary's Office	First Quarter (October - December 2022)
1.1.3	Implement a direct clinic model for the city employee's health benefit plan that will provide a timely health care option and provide cost savings for both employees and the city's healthcare plan	Human Resources	Second Quarter (January - March 2023)
1.1.4	Continue development of community partnerships to discuss diversity and offer suggestions of inclusion within the police department	Police	On-going

GOAL 2

Continue to improve the efficiency and productivity of operations through the use of technology, innovation, teamwork and continual business process improvement.

	Policy Action	Responsible Department	Target Date
1.2.1	Continue Lean Government program, which assesses operational performance and makes specific recommendations on how to improve projects linked directly to the city's strategic plan	Customer Service	on-going
1.2.2	Develop departmental key performance indicators (KPIs) and performance measurement data that can be used to understand operational effectiveness and guide decision making	Customer Service	Second Quarter (January - March 2023)
1.2.3	Perform cyber security threat assessment and implement necessary protocols to improve the city's cyber security posture	Information Technology	Third Quarter (April - June 2023)
1.2.4	Improve network infrastructure to ensure capabilities for software as a service application and improve data redundancies	Information Technology	Third Quarter (April - June 2023)
1.2.5	Leverage technology to improve the city's credit card process to increase staff efficiency, improve the reconciliation process and strengthen internal controls	Legal & Purchasing	Second Quarter (January - March 2023)
1.2.6	Identify a vendor to implement new computer-aided dispatch and records management system to improve efficiency and public safety response services	Public Safety Communications	Fourth Quarter (July - September 2023)

GOAL 3

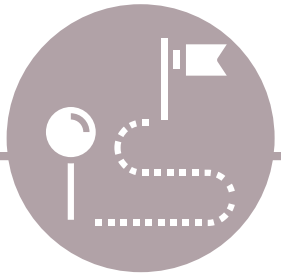
Deliver high-quality service and communications to external and internal customers by providing outstanding customer experience, communication and community engagement; regularly seeking feedback from citizens and employees through surveys, public forums and other outreach methods; and offering convenient methods for conducting business and communicating with the city.

	Action	Responsible Department	Target Date
1.3.1	Continually assess communications and engagement resources, processes, strategies and materials to seek ways to increase community stakeholder awareness and engagement *This was determined to be a **High Priority** by city council during strategic planning*	Community Service	on-going
1.3.2	Complete development and launch new city-wide 311 call center division supported by robust customer relationship management software *This was determined to be a **High Priority** by city council during strategic planning*	Customer Service	First Quarter (October - December 2022)
1.3.3	Develop communication tools to provide the public with updates on the status of the 2022 Bond Program Implementation	Community Services (Marketing and Communications)	on-going
1.3.4	Implement a citizen self-service portal to allow online inspection scheduling, online permit requests and online payment options	Development Services	Second Quarter (January - March 2023)

GOAL 4

Be a responsible steward of the city's financial resources by providing rates and fees that represent a strong value to our citizens; providing timely, accurate and transparent financial reporting; and utilizing long-range planning.

	Action	Responsible Department	Target Date
1.4.1	Develop a list of surplus city-owned property and provide the city council with options for potential sales of tracts *This was determined to be a **Top Priority** by city council during strategic planning*	Economic Development	Fourth Quarter (July - September 2023)
1.4.2	Continue implementation of the American Rescue Plan Act (ARPA) funding plan and reassess utilization of funds as needed	Finance	On-going
1.4.3	Review investment and debt policy and provide recommendations for improvement *This was determined to be a **Top Priority** by city council during strategic planning*	Finance	Second Quarter (January - March 2023)
1.4.4	Review city financial policies and provide recommendations for improvement *This was determined to be a **Top Priority** by city council during strategic planning*	Finance	Second Quarter (January - March 2023)
1.4.5	Begin implementation of city-wide enterprise resource planning (ERP) replacement to integrate data and processes from multiple city departments and consolidate them into one system to provide a more user-friendly and efficient way for the city to conduct business	Finance	First Quarter (October - December 2022)



FOCUS AREA 2

Dynamic & Preferred City

through Managed Growth

OBJECTIVE

To promote balanced residential and commercial development growth through long-term planning and zoning ordinances; develop and maintain public infrastructure in the city that improves mobility and connectivity; develop superior utility services and facilities; and promote sustainable development and job growth in the city.

GOAL 1

Attract and retain top-tier businesses to promote high-quality economic development by expanding and diversifying the tax base; and creating jobs that allow our residents to work where they live.

GOAL 2

Promote sustainable residential and commercial development through strategic and long-term planning; providing a business-friendly environment; continuing efficient development review process; and enhancing partnerships with the development community.

GOAL 3

Enhance connectivity and improve mobility by focusing on key street improvements and expanding capacity of existing transportation network, particularly within the SH 174 Corridor and the western portion of our city; improving roadway, bicycle and pedestrian infrastructure, and coordinating with Regional, State and Federal transportation partners for funding and support.

GOAL 4

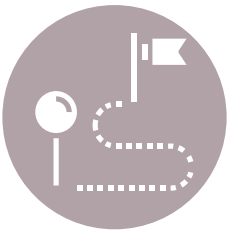
Implement the city's Capital Improvement Program to improve the quality of life for residents through the completion of projects identified in the city’s master plans.

GOAL 5

Develop and maintain facilities and utility services that meet the needs of the community through strategic planning, long-term planning and best practices.

FOCUS AREA 2

Dynamic & Preferred City
through Managed Growth



GOAL 1

Attract and retain top-tier businesses to promote high-quality economic development by expanding and diversifying the tax base; and creating jobs that allow our residents to work where they live.

	Action	Responsible Department	Target Date
2.1.1	Consider revisions and updates to the city's economic development plan, which focuses on major retail, commercial and industrial corridors across the city *This was determined to be a **Top Priority** by city council during strategic planning*	Economic Development	Fourth Quarter (July - September 2023)
2.1.2	Begin development of the Hooper Business Park in Chisholm Summit *This was determined to be a **High Priority** by city council during strategic planning*	Economic Development	Third Quarter (April - June 2023)
2.1.3	Consider options to create a new industrial park in an effort to diversify the city's tax base and provide a more resilient local economy	Economic Development	Fourth Quarter (July - September 2023)
2.1.4	Continue efforts to attract new-to-market retail establishments	Economic Development	On-going

GOAL 2

Promote sustainable residential and commercial development through strategic and long-term planning; providing a business-friendly environment; continuing efficient development review process; and enhancing partnerships with the development community.

	Action	Responsible Department	Target Date
2.2.1	Complete voluntary annexation process and begin required infrastructure of Chisholm Summit Development *This was determined to be a **Top Priority** by city council during strategic planning*	City Manager's Office	Fourth Quarter (July - September 2023)
2.2.2	Complete revisions to the Subdivision Design Manual, which details requirements associated with construction of new subdivisions within the city *This was determined to be a **Top Priority** by city council during strategic planning*	Public Works	Fourth Quarter (July - September 2023)
2.2.3	Complete update to Zoning Ordinance, which ensures new development aligns with the strategic vision of the city *This was determined to be a **Top Priority** by city council during strategic planning*	Development Services	Second Quarter (January - March 2023)
2.2.4	Pursue the development of a new trade school within the city limits to provide training opportunities for skilled labor positions *This was determined to be a **Top Priority** by city council during strategic planning*	Economic Development	Fourth Quarter (July - September 2023)

GOAL 3

Enhance connectivity and improve mobility by focusing on key street improvements and expanding capacity of existing transportation network, particularly within the SH 174 Corridor and the western portion of our city; improving roadway, bicycle and pedestrian infrastructure, and coordinating with Regional, State and Federal transportation partners for funding and support.

	Action	Responsible Department	Target Date
2.3.1	Develop a pedestrian mobility plan to enhance connectivity to parks, sidewalks and schools *This was determined to be a **High Priority** by city council during strategic planning*	Public Works	Third Quarter (April - June 2023)
2.3.2	Coordinate with the Texas Department of Transportation (TXDOT) to finalize State Highway 174 Widening design and develop a construction schedule *This was determined to be a **High Priority** by city council during strategic planning*	Public Works	Fourth Quarter (July - September 2023)
2.3.3	Develop alternative development vision and action plans to reduce residential density in the Transit Oriented Development (TOD) area *This was determined to be a **Top Priority** by city council during strategic planning*	Development Services	Fourth Quarter (July - September 2023)
2.3.4	Begin implementation of Automated Traffic Management System as approved in the 2022 bond program	Public Works	Fourth Quarter (July - September 2023)

GOAL 4

Implement the city's Capital Improvement Program to improve the quality of life for residents through the completion of projects identified in the city's master plans.

	Action	Responsible Department	Target Date
2.4.1	Finalize design and begin construction of Intelligent Traffic System (ITS) and Traffic Management Center (TMC), allowing the city to control signal timing along SH174	Public Works	Second Quarter (January - March 2023)
2.4.2	Finalize design and complete construction to improve the condition of multiple residential streets throughout the city	Public Works	Fourth Quarter (July - September 2023)
2.4.3	Finalize design for bridge connecting Alsbury Boulevard to CR1020	Public Works	Second Quarter (January - March 2023)
2.4.4	Finalize design and complete construction of various sidewalk segments, with a focus on improving pedestrian connectivity throughout the city	Public Works	Fourth Quarter (July - September 2023)
2.4.5	Design and construct additional left turn lane and new traffic signal to enhance traffic conditions at Lakewood and SH174	Public Works	Fourth Quarter (July - September 2023)
2.4.6	Approved design contract for Alsbury Boulevard extension to Lakewood Drive	Public Works	Second Quarter (January - March 2023)

GOAL 5

Develop and maintain facilities and utility services that meet the needs of the community through strategic planning, long-term planning and best practices.

	Action	Responsible Department	Target Date
2.5.1	Continue working with the City of Fort Worth to develop an agreement that addresses future water supply needs for the City of Burleson, establishes the capacity of all water lines currently serving the city and outlines terms for the purchase of any future additional needed capacity	Public Works	on-going
2.5.2	Update the Water and Sewer Master Plan to identify options to expand services to the western portion of the city	Public Works	First Quarter (October - December 2022)
2.5.3	Develop an assessment of city facilities and outline future improvement and spacing needs *This was determined to be a **Top Priority** by city council during strategic planning*	Public Works	Fourth Quarter (July - September 2023)
2.5.4	Finalize design for proposed city hall renovation and initiate construction improvements	Public Works	Third Quarter (April - June 2023)

FOCUS AREA 3

Beautiful, Safe & Vibrant Community

OBJECTIVE

Provide a beautiful, safe and vibrant community for those that live, learn, work and play in the City of Burleson by focusing on beautification programs; providing public art that enhances the community's visual appeal and uniqueness; providing crime prevention and community risk reduction programs; emergency preparedness; and emergency response services.

GOAL 1

Encourage a clean and healthy community through the promotion of positive behaviors, sustainable practices, outreach programs and city services.

GOAL 2

Encourage placemaking and a sense of belonging in our neighborhoods, parks and key commercial districts by focusing on long-range planning, comprehensive elements and public art.

GOAL 3

Enhance emergency response services provided to the community, including emergency medical, police, fire and public dispatch services.

GOAL 4

Ensure equipment and personnel needs are being met, including staffing and training.

GOAL 5

Continue community policing and risk reduction programs that create strong partnerships with the public to promote safety throughout the community.

FOCUS AREA 3

Beautiful, Safe & Vibrant Community

GOAL 1

Encourage a clean and healthy community through the promotion of positive behaviors, sustainable practices, outreach programs and city services.

	Action	Responsible Department	Target Date
3.1.1	Consider options and partnerships for the placement of digital signs in the community	City Manager's Office	Fourth Quarter (July - September 2023)
3.1.2	Develop a Façade Improvement Program to incentivize the redevelopment of commercial districts	Development Services	Third Quarter (April - June 2023)
3.1.3	Update and increase participation in the Adopt-A-Spot program to enhance community beautification	Neighborhood Services (Environmental Services Division)	Third Quarter (April - June 2023)
3.1.4	Develop partnerships and incentives to increase urban canopy throughout the city	Neighborhood Services (Environmental Services Division)	Second Quarter (January - March 2023)

GOAL 2

Encourage placemaking and a sense of belonging in our neighborhoods, parks and key commercial districts by focusing on long-range planning, comprehensive elements and public art.

	Action	Responsible Department	Target Date
3.2.1	Develop a policy and funding plan to continue and enhance public art within the community	Neighborhood Services	First Quarter (October - December 2022)
3.2.2	Coordinate with development partners to create a vision for the Hidden Creek corridor and outline possible options *This was determined to be a **Top Priority** by city council during strategic planning*	City Manager's Office	Second Quarter (January - March 2023)
3.2.3	Identify location and amenities to establish a community park	Parks and Recreation	Fourth Quarter (July - September 2023)
3.2.4	Identify potential options for the renovation or relocation of existing softball practice fields located on Hidden Creek Parkway	Parks and Recreation	Second Quarter (January - March 2023)

GOAL 3

Enhance emergency response services provided to the community, including emergency medical, police, fire and public dispatch services.

	Action	Responsible Department	Target Date
3.3.1	Take necessary steps to transition to fire-based emergency medical services *This was determined to be a **High Priority** by city council during strategic planning*	Fire	Fourth Quarter (July - September 2023)
3.3.2	Complete staff analysis for police department to determine personnel and facility needs and begin implementation of recommendations	Police	First Quarter (October - December 2022)
3.3.3	Select architect and begin design of police department facility expansion *This was determined to be a **High Priority** by city council during strategic planning*	Police	First Quarter (October - December 2022)
3.3.4	Enhance efforts to ensure the community is prepared for emergencies	Fire (Emergency Management)	Third Quarter (April - June 2023)
3.3.5	Partner with fire department and medical director to establish emergency medical dispatch (EMD) protocols	Public Safety Communications	Fourth Quarter (July - September 2023)
3.3.6	Obtain Texas Commission on Law Enforcement (TCOLE) Telecommunication Agency credentials	Public Safety Communications	Fourth Quarter (July - September 2023)

GOAL 4

Ensure equipment and personnel needs are being met, including staffing, support and training.

	Action	Responsible Department	Target Date
3.4.1	Establish a location for future fire station #4 to support growth in the western portion of the city *This was determined to be a **High Priority** by city council during strategic planning*	Fire	First Quarter (October - December 2022)
3.4.2	Enhance school safety by increasing the number of school resource officers (SRO) to support Burleson ISD's safety plan	Police	First Quarter (October - December 2022)
3.4.3	Consider staff and equipment needs in accordance with third-party staff analysis	Police	Second Quarter (January - March 2023)
3.4.4	Increase staff in fire and public safety communications to prepare for the transition of emergency medical services (EMS)	Fire/Public Safety Communications	Second Quarter (January - March 2023)
3.4.5	Partner with consulting firm and stakeholders to research and select a new Computer-Aided Dispatch (CAD), Mobile Data System (MDS) and Records Management System (RMS) suite	Public Safety Communications	Second Quarter (January - March 2023)

GOAL 5

Continue community policing and risk reduction programs that create strong partnerships with the public to promote safety throughout the community.

	Action	Responsible Department	Target Date
3.5.1	Evaluate the need and potential options for establishing a rental registration and inspection program	Neighborhood Services	Third Quarter (April - June 2023)
3.5.2	Cultivate partnerships with local nonprofits and develop a Community Safety Action Plan to support and prepare the community in the event of emergencies and national disaster *This was determined to be a **High Priority** by city council during strategic planning*	Fire (Emergency Management)	First Quarter (October - December 2022)
3.5.3	Continue to enhance Community Risk Reduction efforts (drowning prevention, CPR, Stop the Bleed, etc.), making our city a safer place to live, work and visit	Fire (Community Risk Reduction Divison)	Fourth Quarter (July - September 2023)
3.5.4	Upgrade the city's outdoor warning system to interface with the Everbridge communication platform, which will automatically issue National Weather Service warnings	Fire (Emergency Management)	Second Quarter (January - March 2023)

FOCUS AREA 4

Great Place to Live

through Expanded Quality of Life Amenities

OBJECTIVE

To make the City of Burleson a premier place to live, learn and play by providing outstanding cultural, recreational and educational opportunities that enrich the lives of our residents.

GOAL 1

Provide high-quality parks for residents by expanding park amenities and options; enhancing city's trail network; and improving access to parks facilities.

GOAL 2

Provide high-quality recreation opportunities, events and facilities for residents by expanding programs and options for all ages and abilities that enrich the quality of life for residents.

GOAL 3

Provide outstanding cultural, educational and entertainment opportunities by cultivating mutually beneficial partnerships with area education and government entities, the business community, and not-for-profits.

FOCUS AREA 4

Great Place to Live
through Expanded Quality of Life Amenities

GOAL 1

Provide high-quality parks for residents by expanding park amenities and options; enhancing city's trail network; and improving access to parks facilities.

	Action	Responsible Department	Target Date
4.1.1	Develop a 5-year capital program based on the Parks Master Plan *This was determined to be a **High Priority** by city council during strategic planning*	Parks and Recreation	Fourth Quarter (July - September 2023)
4.1.2	Complete design and begin construction for Village Creek trail to improve interconnectivity to the current trail system	Parks and Recreation	Third Quarter (April - June 2023)
4.1.3	Finalize design and begin construction for Shannon Creek Park	Parks and Recreation	Third Quarter (April - June 2023)
4.1.4	Renovate and refurbish park amenities in neighborhood parks throughout the city	Parks and Recreation	Fourth Quarter (July - September 2023)

GOAL 2

Provide high-quality recreation opportunities, events and facilities for residents by expanding programs and options for all ages and abilities that enrich the quality of life for residents.

	Action	Responsible Department	Target Date
4.2.1	Develop vision and create options for a Community Multi-Purpose Art Center space *This was determined to be a **Top Priority** by city council during strategic planning*	City Manager's Office	Fourth Quarter (July - September 2023)
4.2.2	Utilize a consultant to complete an analysis to identify long-term library facility and service delivery methods *This was determined to be a **Top Priority** by city council during strategic planning*	Community Services (Public Library)	Third Quarter (April - June 2023)
4.2.3	Develop options to increase teen recreational programming in the city's library and recreational facilities *This was determined to be a **High Priority** by city council during strategic planning*	Community Services (Public Library)/Parks and Recreation	Second Quarter (January - March 2023)
4.2.4	Enhance programming at the Senior Activity Center to offer additional activities to increase center utilization	Community Services (Senior Activity Center)	Third Quarter (April - June 2023)
4.2.5	Pursue mobile programming and services for recreation opportunities to ensure all areas of the community are provided city resources	Community Services (Public Library)/Parks and Recreation	Third Quarter (April - June 2023)

GOAL 3

Provide outstanding cultural, educational and entertainment opportunities by cultivating mutually beneficial partnerships with area education and government entities, the business community, and not-for-profits.

	Action	Responsible Department	Target Date
4.3.1	Install a video system in the Mayor Vera Calvin Plaza to showcase city events to visitors and those in our community with sensory sensitivities or disabilities	Community Services (Marketing and Communications)	First Quarter (October - December 2022)
4.3.2	Begin construction of Alley Cats Entertainment facility and continue to work with the development community to develop family entertainment venues	Economic Development	First Quarter (October - December 2022)
4.3.3	Partner with Burleson ISD to successfully transfer Hill College to the former Kerr Middle School site	City Manager's Office	Third Quarter (April - June 2023)
4.3.4	Evaluate Hotel/Motel Occupancy Tax policy to enhance and attract community events and festivals to our community	Economic Development	Third Quarter (April - June 2023)
4.3.5	Consider options and incentives to partner with the development community to build a convention/civic center	City Manager's Office	Third Quarter (April - June 2023)

COMPLETED ITEMS

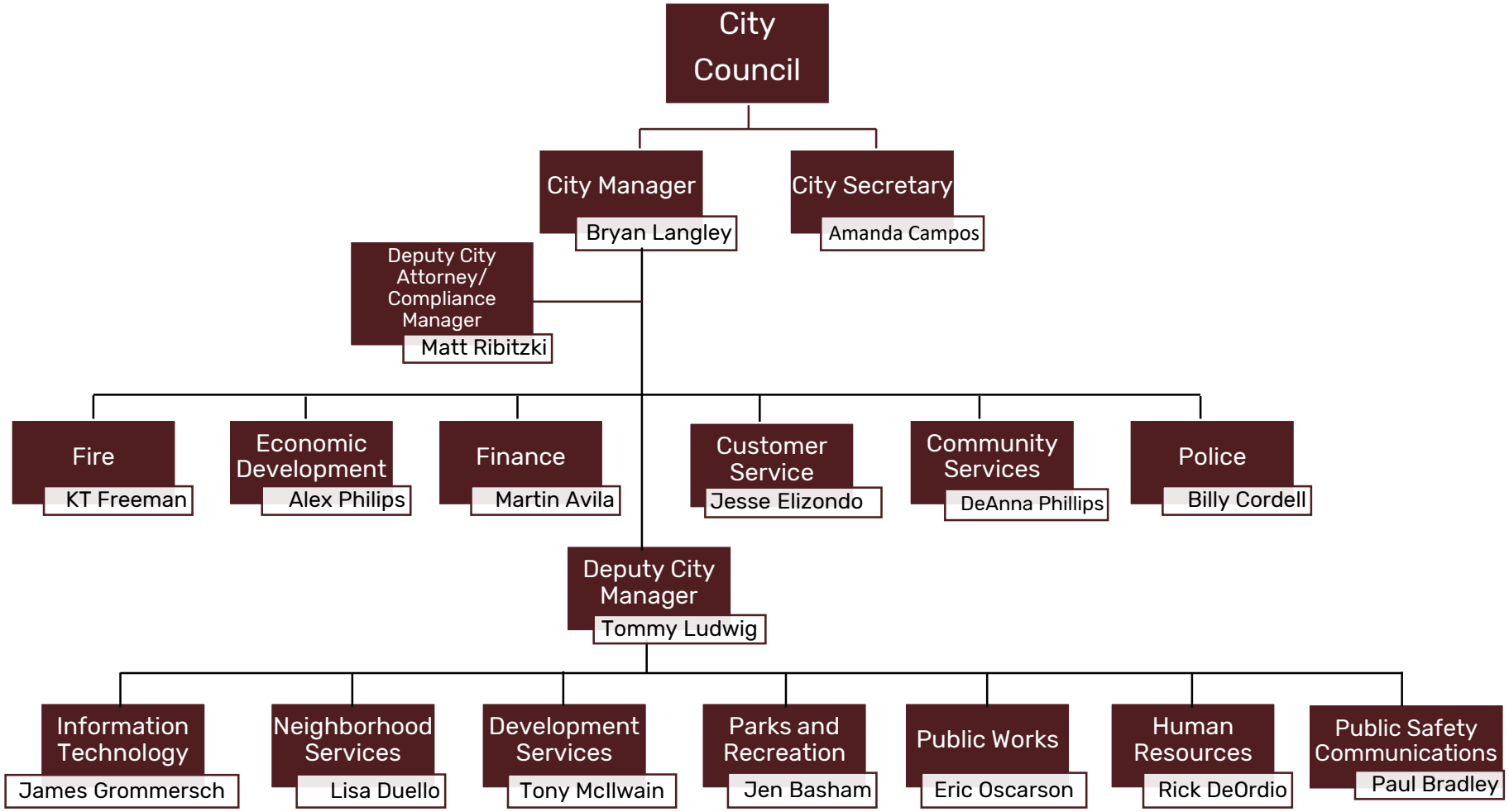
Other action items that were identified in the strategic plan that were accomplished in FY 21-22.

Action	Responsible Department
Develop long-term financial model to explore revenues, expenditures and staff projects needed for city's growth and buildout	Finance
Develop a business recruitment, retention and expansion plan	Economic Development
Update of the city's subdivision ordinance	Development Services


THE CITY OF
BURLESON
TEXAS

THE CITY OF BURLESON TEXAS

Organizational Chart



Revised July 977

CITY OF BURLESON FUND STRUCTURE BY BUDGETARY BASIS

Governmental Actvities

Modified Accrual Basis of Accounting

Government Fund	
Debt Service Funds	General Debt Service
	Type 4B Debt Service
	Type 4A Debt Service
Special Revenue Fund	Parks Performance Fund
	Type 4B Special Revenue Fund
	Type 4A Special Revenue Fund
	Economic Development Fund
	Hotel/Motel Fund

Business Activities

Accrual Basis of Accounting

Enterprise	Water and Wastewater
	Solid Waste
	Hidden Golf Course
	Cemetary
Internal Service	Equipment Services
	Equipment Replacement-Government
	Equipment Replacement-Business
	Support Services

Note: Basis for budget is the same as for audited financial statements.

CITY OF BURLESON FUND DESCRIPTION

Governmental

Modified Accrual Basis of Accounting

MAJOR FUNDS:

FUND	DESCRIPTION	MAJOR REVENUE SOURCES	MAJOR SERVICES PROVIDED
General	Most basic fund used in COB	• Property Taxes • Sales Taxes • Licenses and Permits • Fines & Forfeitures • Interest • Miscellaneous • Other Sources	• General Administration • Public Safety • Community Services • Public Works (Except Water/Wastewater and Solid Waste)
Burleson Community Services Development Corporation (4B) Special Revenue Fund	Special Revenue Fund	• 1/2 cent Sales Tax	• Economic Development
4A Corporation Special Revenue Fund	Special Revenue Fund	• 1/2 cent Sales Tax	• Economic Development
Parks Performance Special Revenue Fund	Special Revenue Fund	• User Fees	• Burleson Recreation Center (BRiCk) • Ballfields
General Debt Service Fund	Debt Service Fund	• Property Taxes	• Payment of General Long-term Debt Obligations

NON-MAJOR FUNDS:

FUND	DESCRIPTION	MAJOR REVENUE SOURCES	MAJOR SERVICES PROVIDED
Economic Development Fund	Special Revenue Fund	• Property Taxes • Sales Taxes	• Economic Development Incentives
Hotel/Motel Fund	Special Revenue Fund	• 7% room occupancy tax	• Economic Development
Burleson 4A Corporation Debt Service Fund	Debt Service Fund	• 1/2 cent Sales Tax	• Payment of 4A Long-term Debt Obligations
Burleson Community Service Development Corporation (4B) Fund Special Revenue Fund	Debt Service Fund	• 1/2 cent Sales Tax	• Payment of 4B Long-term Debt Obligations

CITY OF BURLESON FUNDS DESCRIPTION

Proprietary

Accrual Basis of Accounting

Major Funds:

FUND	DESCRIPTION	MAJOR REVENUE SOURCES	MAJOR SERVICES PROVIDED
Water & Wastewater Fund	Enterprise Fund	• Water and Wastewater Charges	• Water and wastewater services for citizens
Hidden Creek Golf Course Fund	Enterprise Fund	• Golf Fees	• Golf Course
Solid Waste	Enterprise Fund	• Solid Waste Fees	• Garbage and recycling services for citizens

Non-Major Funds:

FUND	DESCRIPTION	MAJOR REVENUE SOURCES	MAJOR SERVICES PROVIDED
Cemetery	Enterprise Fund	• Cemetery Fees	• Maintenance and operations of Cemetery
Equipment Services	Internal Service Fund	• Equipment charges received from other funds	• Vehicles and other equipment for other departments
Equipment Replacement - Governmental	Internal Service Fund	• Replacement charges from other governmental departments	• Money set aside for replacement of governmental funds' vehicles and equipment
Equipment Replacement - Business	Internal Service Fund	• Replacement charges from enterprise departments	• Money set aside for replacement of enterprise funds' vehicles and equipment
Support Services Fund	Internal Service Fund	• Transfers from other funds	• Centralized Information Technology charges

BASIS OF BUDGETING

GOVERNMENTAL FUNDS

All budgets prepared for governmental funds are budgeted on a basis similar to the modified accrual basis of accounting. Under this basis of accounting, revenues are recognized when they become measurable and available to finance expenditures of the current period.

Expenditures are generally recognized when the related fund liability is incurred. However, there are two fundamental differences between the bases used to report the City's financial plan, (i.e., the budget) versus the basis used to report the historical results of financial operations (the Comprehensive Annual Financial Report or CAFR).

Firstly, the City employs full encumbrance accounting at the budgetary level. Encumbrances represent commitments related to unperformed contracts for goods or services. Encumbrances outstanding at year end represent the estimated amount of expenditures ultimately to result if unperformed contracts in process at year-end are completed. Encumbrances outstanding at year-end constitute neither expenditures nor liabilities on a modified accrual basis of accounting. However, on a budgetary basis these amounts are reflected as having been funded by appropriations of the budget in force at the time the encumbrance was created. For example, assume that an item was encumbered and ordered in 20X4 then delivered and invoiced in 20X5. For budgetary purposes, the transaction would be reflected in the 20X4 budget, the year the encumbrance is established. For financial reporting purposes, the transaction would be reported in 20X5; the year the item was delivered and the related liability was incurred. One should note that encumbrance accounting affects the timing of expenditure recognition, not the amount.

Employing encumbrance accounting at the budgetary level tends to promote the earliest possible recognition of financial obligations and requires the City to officially identify and appropriate funding at this early stage. The City's CAFR contains a reconciliation between the budget or financial plan and the actual results of operations. This reconciliation reflects the adjustments necessary to report the results of operations on a budgetary basis rather than a modified accrual basis.

PROPRIETARY FUNDS

Budgeting for business-like funds are called Proprietary Funds. There are two types, the Enterprise and Internal Service Funds. Both are prepared in a manner similar to the basis used in the accrual method of accounting but the treatment of capital purchases represents an area in which fundamental differences exist. These differences are, once again related to the timing rather than the amount of expenditures.

In an accrual accounting environment, such as that used in the preparation of appropriate sections of the AFR, capital purchases do not immediately give rise to expenses. Instead, capital items are recorded as assets and depreciated over their useful lives.

Each year an amount of depreciation is recorded as an expense. So, in effect, the cost of the asset is spread over a period equal to the life of the asset. For budgetary purposes, the full cost of the asset is charged to the budget during the period in which the item was purchased. This method accelerates the recognition of an item's cost and forces the City to officially identify and appropriate funding at the earliest possible stage.


THE CITY OF
BURLESON
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The Relationship Between Functional Units:

Operations and Accounting Funds

DEPT/DIV	Description	GENERAL	WATER WASTEWATER	SOLID WASTE	EQUIPMENT SERVICE	GOLF COURSE	GOVT EQUIP REPLACE	PROP EQUIP REPLACE	PARKS PERFORMANCE	4A SPECIAL REVENUE FUND	SUPPORT SERVICES
ADMINISTRATIVE SERVICES											
1011	City Manager's Office	X					X				
1015	Human Resources	X					X				
1016	Legal Services	X					X				
1017	Communications	X					X				
CITY SECRETARY'S OFFICE											
1411	City Secretary's Office	X					X				
1412	City Council	X									
1413	Records & Information Services	X					X				
1415	Judicial Services	X					X				
LIBRARY											
1611	Library	X					X				
1612	Burleson University	X					X				
FINANCE											
2011	Finance	X					X				
2013	Support Services	X					X				
2014	Purchasing	X					X				
PUBLIC SAFETY											
3011	Police	X					X				
3012	Fire	X					X				
3013	Fire Prevention	X					X				
3014	Emergency Services	X					X				
3015	Municipal Court	X					X				
3016	Marshals	X					X				
PUBLIC WORKS											
2041	Utility Customer Service		X					X			
4011	Public Works Admin	X									
4013	Solid Waste			X				X			
4016	Facilities Maintenance	X					X				
4017	Streets Pavement Maintenance	X					X				
4018	Streets Drainage Maintenance	X					X				
4019	Streets Traffic Maintenance	X					X				
4041	Water/Wastewater Services		X					X			
4042	Wastewater Services		X					X			
4051	Equipment Services				X		X				
NEIGHBORHOOD SERVICES											
4511	Neighborhood Services Administration	X									
4514	Animal Services	X					X				
4515	Environmental Services	X									
5013	Code Enforcement	X					X				
PLANNING AND ENGINEERING SERVICES											
5010	Development Services Admin	X									
5011	Planning	X									
5012	Building Inspections	X					X				
5511	Engineering - Capital	X					X				
5512	Engineering - Development	X					X				
5513	Gas Well Development	X					X				
PARKS AND RECREATION											
6011	Parks & Recreation Admin	X									
6012	Recreation	X					X				
6013	Parks	X					X				
6015	Senior Citizens Center	X					X				
6017	BRiCk						X		X		
6018	Ballfields						X		X		
6019	Russell Farm						X		X		
4A SPECIAL REVENUE FUND											
1014	Economic Development									X	

The Relationship Between Functional Units:

Operations and Accounting Funds

DEPT/DIV Description		GENERAL	WATER WASTEWATER	SOLID WASTE	EQUIPMENT SERVICE	GOLF COURSE	GOVT EQUIP REPLACE	PROP EQUIP REPLACE	PARKS PERFORMANCE	4A SPECIAL REVENUE FUND	SUPPORT SERVICES
HIDDEN CREEK GOLF COURSE											
8011	Golf Course Administration					X		X			
8012	Pro Shop					X		X			
8013	Golf Course Maintenance					X		X			
8015	Food & Beverage Services					X		X			
ADMINISTRATIVE SERVICES											
1511	Information Technology						X				X

City of Burleson, Texas

FINANCIAL POLICY STATEMENTS

Proposed Revisions 6/21/2021

I. STATEMENT OF PURPOSE

The intent of the following Financial Policy and Financial Management Policy is to enable the City to achieve a long-term stable and positive financial condition. The guiding principles of the City's financial management include integrity, prudent stewardship, planning, accountability, and full disclosure.

The more specific purpose is to provide guidelines to the Finance Director in planning and directing the City's day-to-day financial affairs and in developing recommendations to the City Manager and City Council.

The scope of these policies generally spans, among other issues, accounting, auditing, financial reporting, internal controls, operating and capital budgeting, revenue management, cash and investment management, expenditure control, debt management, and planning concepts, in order to:

a. present fairly and with full disclosure the financial position and results of financial operations of the City in conformity to generally accepted accounting principles (GAAP) as set forth by the governmental accounting standards board (GASB), and

b. determine and demonstrate compliance with finance related legal and contractual issues in accordance with provisions of the Texas Local Government Code and other pertinent legal documents and mandates.

II. GENERAL IMPLEMENTATION AND COMPLIANCE GUIDELINES

A. FINANCE COMMITTEE. The Finance and Internal Services City Council Committee, the City Manager, and the Finance Director shall be designated as the Finance Committee. The committee may meet quarterly, or as needed. The committee will report to the City Council within 10-14 days after each meeting. The function of the committee will be:

1) Fiscal policy review.
2) Auditor selection recommendation.
3) Investment policy review and guidance.
4) Long-range planning.

B. ANNUAL REVIEW. Based upon the results and recommendations of the Finance Committee review, the Council will annually approve the fiscal policies.

C. IMPLEMENTATION, COMPLIANCE, ACCOUNTABILITY AND REVIEW. The Finance Director will be accountable for implementing these policies and will, to the best of his or her knowledge, make the City Manager**,** Finance Committee and the City Council aware of any variances in practice from these policies or any other deviation from prudent financial practices in accordance with GAAP, the city charter, state laws and/or ethics of the profession. Any variances will be presented at quarterly meetings of the Finance Committee, unless there is a need for a special meeting.

III. ACCOUNTING, AUDITING, AND FINANCIAL REPORTING

A. ACCOUNTING. The City is solely responsible for the reporting of its financial affairs, both internally and externally. The City Manager is the City's Chief Fiscal Officer and the head of the administrative branch of the City government. The Director of Finance is appointed by the City Manager to have full charge of the administration of the financial affairs of the City, as specified in the City's Charter Article VII, Section 68.

B. AUDITING. An independent certified public accounting (CPA) firm will perform annual financial audits.

1) Qualifications of the Auditor. In conformance with the City's Charter and according to the provisions of Texas Local Government Code, Title 4, Chapter 103, the City will be audited annually by outside independent accountants. ("auditor").

2) Auditor Repute. The auditor must be a CPA firm of good reputation and must demonstrate that it has the breadth and depth of staff to conduct the City's audit in accordance with generally accepted auditing standards and contractual requirements. The auditor must be registered as a partnership or corporation or certified public accountants, holding a license under Article 41a-1, Section 9, of the Civil Statutes of Texas, capable of demonstrating that it has sufficient staff which will enable it to conduct the City's audit in accordance with generally accepted auditing standards as required by the City Charter and applicable state and federal laws.

3) Timing. The auditor's report on the City's financial statements will be completed within 150 days of the City's fiscal year end.

4) Management Letter. The independent CPA firm shall provide a management letter, if one is issued, no later than March 31 following the end of each fiscal year. The auditor will prepare and will jointly review the management letter with the Finance Committee within 20 working days of its receipt by the staff. Within 10 days of this joint review, the Finance Director shall respond in writing to the City Manager and City Council regarding the auditor's management letter, addressing the issues contained therein. The Council shall schedule its formal acceptance of the auditor's report upon the resolution of any issues resulting from the joint review.

5) Responsibility of Auditor to City Council. The auditor is accountable to the City Council and will have access to direct communication with the City Council if the City Staff is unresponsive to auditor recommendations or if the Auditor considers such communication necessary to fulfill its legal and professional responsibilities.

6) Rotation of Auditor. The City will not require an auditor rotation, but will circulate requests for proposal for audit services at least every five years. Should the City Council be dissatisfied with the auditor's performance, it may request new proposals at any time. Year to year authorization to continue shall be done by July 1st of each year.

7) Auditor Accountability to Staff. The following will be provided to City Staff by the auditor:

   a. Hourly time sheets accounting for time spent both by audit phase and level of auditor will be submitted to the City on a monthly basis.

   b. Copies of all work papers, either electronically or on paper, will be furnished to the City upon completion of the audit. Originals will be maintained at the auditor's office.

C. FINANCIAL REPORTING.

1) External Reporting.

   a. Scope. The Financial Report shall be prepared in accordance with generally accepted accounting principles (GAAP).

   b. Timing. The Report shall be presented to the Council within 150 calendar days of the City’s fiscal year end. If City staffing limitations preclude such timely reporting, the Finance Director will inform the City Council of the delay and the reasons thereof.

   c. Awards. The Report shall be presented annually to the Government Finance Officer's Association (GFOA) for evaluation and consideration for the Certificate of Achievement for Excellence in Financial Reporting. (For a discussion of this award, see XI.C. below).

2) Internal Reporting. The Finance Department will prepare internal financial reports, sufficient to plan, monitor, and control the City's financial affairs. Internal financial reporting objectives are addressed throughout these policies. (See Section IV. Budgeting, C. Reporting, below).

IV. OPERATING BUDGET.

A. PREPARATION. Budgeting is an essential element of the financial planning, control, and evaluation process of municipal government. The City's "operating budget" is the City's annual financial operating plan. The scope of the budget includes all funds for which the City will adopt a formal budget, including Government Funds, Proprietary Funds, and Fiduciary Funds.

1) Budgetary Process. The budget is prepared by the City Manager or his/her designee with the cooperation of all City Departments. The budget should be presented to the City Council between 60 and 90 days prior to fiscal year end, and should be enacted by the City Council prior to fiscal year end in accordance with the Charter.

2) Awards. If feasible, the operating budget will be submitted to the GFOA annually for evaluation and consideration for the Award for Distinguished Budget Presentation.

3) Basis of Budgeting. The basis of budgeting will be the same as the basis of accounting; that is, that budgets for the General Fund and the Special Revenue Funds are prepared on the modified accrual basis of accounting, and budgets for the Utility (Proprietary) Funds are prepared on a full accrual basis, except that capital purchases and depreciation are not adjusted until year-end financial reporting.

4) Financial Forecast. A five-year financial forecast shall be prepared annually, projecting revenues and expenditures for all operating and capital funds. This forecast shall be used as a planning tool in developing the following year's operating budget.

5) Proposed Budget Format. A proposed budget shall be prepared by the Manager with the participation of all of the City's Department Directors, within the provisions of the City Charter. The budget shall include at least four basic segments for review and evaluation. These segments are: (1) personnel costs, (2) operations and maintenance costs, (3) capital and other (non-capital) project costs, and (4) revenues. A four column format should be used such that prior year actual, current year budget and revised, and next year proposed are all clearly shown.

6) Council Participation. The budget review process shall include Council participation in the development of each of the four segments of the proposed budget and a Public Hearing to allow for citizen participation in the budget preparation. The budget process shall span sufficient time to address policy and fiscal issues by the Council. The budget process will be coordinated so as to identify major policy issues for City Council consideration prior to the budget approval date so that proper decision analysis can be made.

7) Filing and Adoption. Upon the presentation of a proposed budget document acceptable to the Council, the Council shall call and publicize a public hearing and adopt by Ordinance such budget as the City's Official Budget, effective for the fiscal year beginning. A copy of the proposed budget shall be filed with the City Secretary in accordance with the provisions of the City Charter. Should the Council fail to take final action on or before the last day of the fiscal year, the budget as submitted by the City Manager shall be deemed to have been finally adopted by the City Council.

8) Amending the Official Budget. The council may amend the budget for municipal purposes in accordance with state law.

9) Encumbrances. Encumbrances outstanding at the end of each fiscal year shall be reflected as reservations of fund balance. Subsequent year's payments on previously encumbered funds will be reflected as expenditures in the current year. For Encumbrances that are brought forward from the previous year, budgets iwill be adjusted by the encumbered amount in the current year .

B. BALANCED BUDGET. The operating budget will be balanced with current revenues and other resources greater than or equal to current expenditures/expenses. Use of beginning balances and other reserves to balance operations will be disclosed in the document with the underlying rationale.

C. REPORTING. Monthly financial reports will be prepared to enable the Department Managers to manage their budgets and to enable the Finance Director to monitor and control the budget as authorized by the City Manager. Summary

financial reports will be presented to the departments within 7 business days.City Council will receive a quarterly financial summary of key funds within 30 to 45 days after the end of each quarterly period (December, March, June and September).

D. CONTROL. Operating Expenditure Control is addressed in Section VI.C. of these Policies.

E. ACTIVITY INDICATORS AND STATISTICS. Where appropriate, activity indicators and statistics will be used as guidelines and reviewed for efficiency and effectiveness. This information will be considered in the annual budgeting process and reported to the City Council regularly.

F. OPERATING POSITION. The guidelines that the City should be following to assure fiscal stability are those outlined in Financial Condition/ Reserves/Stability Ratios (IX.A. through F.).

V. REVENUE MANAGEMENT.

A. The City will strive for the following optimum characteristics in its revenue system:

1) SIMPLICITY. The City, where possible and without sacrificing accuracy, will strive to keep the revenue system simple in order to reduce compliance costs and to make it more understandable to the taxpayer or service recipient. The City will avoid nuisance taxes or charges as revenue source.

2) CERTAINTY. A knowledge and understanding of revenue sources increases the reliability of the revenue system. The City will understand its revenue sources and enact consistent collection policies to provide assurances that the revenue base will materialize according to budgets and plans.

3) EQUITY. The City shall make every effort to maintain, equity in its revenue system structure; i.e., the City shall seek to minimize or eliminate all forms of subsidy between entities, funds, services, utilities, and customers. The City shall require that there be a balance in the revenue system; i.e., the revenue base will have the characteristic of fairness and neutrality as it applies to cost of service, willingness to pay, and ability to pay.

4) ADMINISTRATION. The benefits of a revenue will exceed the cost of collecting and administering the revenue program. The cost of collection will be reviewed annually for cost effectiveness as a part of the indirect cost and cost of services analysis. Where appropriate, the City will use the administrative processes of State or Federal collection agencies in order to reduce administrative costs.

5) DIVERSIFICATION AND STABILITY. In order to protect from fluctuations in a revenue source due to fluctuations in the economy and variations in weather, a diversified revenue system will be maintained which has a stable source of income. This stability is also achieved by a balance between elastic and inelastic sources of revenues.

6) GRANTS AND RESTRICTED REVENUES. In order to maintain flexibility in the revenue system, restricted revenues will be kept to a minimum, and shall be pursued on a cost-benefit basis. All grants and other federal/state, and restricted funds shall be managed and accounted to comply with the laws, regulations, and guidance of the grantor.

B. The following considerations and issues will guide the City in its revenue policies concerning specific sources of funds:

1) COST/BENEFIT OF ABATEMENT. The City will use due caution in the analysis of any tax or fee incentives that are used to encourage development. Ideally, a cost/benefit (fiscal impact) analysis will be performed as a part of such caution.

2) NON-RECURRING REVENUES. One-time or non-recurring revenues will not be used to finance current ongoing operations. Non-recurring revenues should be used only for one-time expenditures such as long-lived capital needs.

3) PROPERTY TAX REVENUES. All real and business personal property located within the City shall be valued at 100% of the fair market value for any given year based on the current appraisal supplied to the City by the Johnson County Appraisal District and Tarrant County Appraisal District. Total taxable valuation will be reappraised and reassessed in accordance with State statute, in order to maintain current market values.

A 98% collection rate shall serve each year as a goal for tax collections. All taxes shall be aggressively pursued each year by the City's appointed tax assessor/collector. Tax accounts delinquent July 1st shall be submitted for collection each year to an attorney selected by the City Council. A penalty shall be assessed on all property taxes delinquent in accordance with State law and shall include all court costs, as well as an amount for compensation of the attorney as permitted by State law and in accordance with the attorney's contract with the City. Annual performance criteria will be developed for the attorney.

4) INTEREST INCOME. Interest earned from investment of available monies, whether pooled or not, will be distributed to the funds in accordance with the operating and capital budgets which, wherever possible, will be in accordance with the equity balance of the fund from which monies were provided to be invested.

5) USER-BASED FEES AND SERVICE CHARGES. For services associated with a user fee or charge, the direct and indirect costs of that service will be offset by a fee where possible. There will be an annual review of fees and charges to ensure that fees provide adequate coverage of costs of services. User charges may be classified as "Full Cost Recovery", "Partial Cost Recovery," and "Minimal Cost Recovery," based upon City Council policy.

6) UTILITY RATES. The City will review and adopt utility rates annually that will generate revenues required to fully cover operating expenditures, meet the legal restrictions of all applicable bond covenants, and provide for an adequate level of working capital needs. This policy does not preclude drawing down cash balances to finance current operations. However, it is best that any extra cash balance be used instead to finance capital projects. Components of Utility Rates will include transfers to the General Fund as follows:

   a. General and Administrative Charge. An administrative fee will be charged to the Utility Fund for services of general overhead, such as administration, finance, personnel, data processing, and legal counsel. This fee will be documented through a cost allocation procedure.

   b. Franchise payment. A rate consistent with those charged to private utilities will be charged to the Utility Fund.. This rate may be either raised or lowered so as to be consistent with those of the private utilities.

   c. Payment in lieu of Property Tax (PILOT). A fee will be charged to the Utility Fund to equate to property taxes lost due to municipal ownership. Net book value will be used as a basis, barring absence of known market value. The existing tax rate will be applied to this base to determine the PILOT charge.

7) REVENUE MONITORING. Revenues received will be regularly compared to budgeted revenues and significant variances will be investigated. This process will be summarized in the appropriate budget report.

VI. EXPENDITURE CONTROL

A. APPROPRIATIONS. The level of budgetary control is at the Department level budget in the General and Enterprise Funds, and at the fund level in all other funds. When budget adjustments among Departments and/or funds are necessary, these must be approved by the City Council. Budget appropriation amendments at lower levels of control, which is defined as transfers that increase budgetary fund balances, shall be made in accordance with the applicable administrative procedures.

B. AMENDMENTS TO THE BUDGET. In accordance with the City Charter, all budget amendments shall be approved by the Council.

C. CENTRAL CONTROL. No recognized or significant salary or capital budgetary savings in any Department shall be spent by the Department Director without the prior authorization of the City Manager. However, Department Directors are authorized to approve budgetary line items transfers in the same fund within their own assigned departments. The City

Manager assigns Departments to each Director as areas of their responsibilities, and documents it in the City's Organization Chart.

D. PURCHASING. All purchases should be in accordance with the City's purchasing policies as defined in the Purchasing Manual. In accordance with Charter provisions, purchases and contracts as per the City's Procurement Policy, will be reviewed and recommended by staff and presented to Council for approval.

E. PROMPT PAYMENT. All invoices approved for payment by the proper City authorities shall be paid by the Finance Department within thirty (30) calendar days of receipt in accordance of Government Code Title 10. General Government, Subtitle F. State and Local Contracts and Fund Management, Chapter 2251.021 and other related state and local government laws and regulations.

F. EQUIPMENT FINANCING. Equipment is accounted for at the original acquisition cost, which includes purchase price plus any costs incurred to place the equipment in service. Equipment may be leased or financed when the unit purchase price is $5,000 or more and the useful life is at least five years. Departments shall contact the Finance Department for transfer or disposal instructions.

G. RISK MANAGEMENT. The City will aggressively pursue every opportunity to provide for the Public's and City employees' safety and to manage its risks. The goal shall be to minimize the risk of loss of resources through liability claims with an emphasis on safety programs. All reasonable options will be investigated to finance risks. Such options may include risk transfer, insurance, and risk retention.

H. AUTHORIZATION OF PAYMENT. Two signatures are required to conduct business of behalf City of Burleson, Texas. BOTH the City Manager and the Director of Finance, or their designee(s), are hereby authorized to execute the required Agreement with the Bank Depository. Designee(s) who are authorized to transact business on behalf of the City Manager are a City of Burleson's Deputy City Manager or the City Secretary. The designee who is authorized to transact business on behalf of the Director of Finance is the City of Burleson's Assistant Director of Finance. Payments may use reproducible authorized signature(s) or ACH (automated clearinghouse)

I. AUTHORIZATION OF WIRE TRANSFERS BY THE CITY.

1. In general, attachments A through D to this Policy are as follows:

    a. Attachment "A" List of authorized individuals who may approve wire transfers.
    b. Attachment "B" Designation of Custodial/Safekeeping Agent.
    c. Attachment "C" List of authorized Investment Pools.
    d. Attachment "D" List of authorized Paying Agents.

    Changes to attachments for revisions, additions, or deletions to any of the designations on Attachment "A", "B", "C" and "D" shall require the approval of two individuals listed on Group B as listed on Attachment "A". Copies of additions, deletions, and changes will be provided to the Finance Committee at their next regular scheduled meeting.

2. SECURITY PURCHASES.

    a. Two employees designated on Group A of Attachment "A" must approve wire transfers associated with security purchases.
    b. All security purchases shall be executed "delivery vs. payment."
    c. Any change in the City's custodial relationship must be approved by two individuals designated in Group B of Attachment "A".

3. INVESTMENT POOLS

a. Two employees designated on Group A of Attachment "A" must approve wire transfers to designated investment pools.

b. Any revision, addition or deletions to the list of designated investment pools shall require the approval of two individuals designated in Group B of Attachment "A". Copies of additions, deletions, and changes will be provided to the Finance Committee at their next regularly scheduled meeting.

4. PAYING AGENTS

a. Two individuals designated on Group A of Attachment "A" must approve wire transfers to designated paying agents.

b. Any revision, addition or deletion to the list of designated paying agents will require the approval of two individuals designated in Group B of Attachment "A". Such approval shall not be necessary when supplementary information unrelated to the accounts varies. For example, the paying agent may request that the wire include a notation that the transaction is to the attention of a certain individual. So long as the wire is the benefit of an authorized account, such clarifying information is permissible. Copies of additions, deletions, and changes will be provided to the Finance Committee at their regular scheduled meeting.

5. MISCELLANEOUS

a. Wire transfers to any party not involving a security purchase destined for custodial safekeeping with an approved organization, or to an authorized investment pool, or to an authorized paying agent, shall require the approval of two authorized individuals in Group B of Attachment "A". Copies of such transactions will be provided to the Finance Committee at their next regularly scheduled meeting.

6.

VII. ASSET MANAGEMENT

A. INVESTMENTS. The Finance Director shall promptly invest all City funds with the Bank Depository in accordance with the provisions of the current Bank Depository Agreement or in any negotiable instrument that the Council has authorized under the provisions of the Texas Public Funds Investment Act and in accordance with the City Council approved Investment Policy.

B. CASH MANAGEMENT. The City's cash flow will be managed to maximize the cash available to invest. Such cash management will entail the centralization of cash collections, where feasible, including property tax payments, utility bills, municipal fines, building and related permits and licenses, and other collection offices as appropriate. Cycle billing will be used where appropriate.

C. FIXED ASSETS AND INVENTORY. These assets will be reasonably safeguarded and properly accounted for, and prudently insured. A fixed asset of the City shall be defined as a purchased or otherwise acquired piece of equipment, vehicle, furniture, fixture, capital improvement, addition to existing capital investments, land, buildings or accessioned Library materials. The cost or value of any such acquisition must be $5,000 or more within an expected useful life greater than one year. All City departments with inventory are required to conduct a physical inventory under their control on an annual basis.

D. DEPOSITORIES The City Council, having given due consideration to all of its options and taking into consideration what is in the best interest of the municipality, hereby authorizes the consideration of applications of depositories not doing

business within the City of Burleson, Texas so long as that bank maintains a business location within a five-mile radius of Burleson City Hall. This authorization encompasses all of the depository uses and requirements of the City.

VIII. CAPITAL BUDGET AND PROGRAM

A. PREPARATION. The City will endeavor to develop a capital budget to include all capital projects being considered and all resources for capital funding. The budget will be prepared on a fiscal year ending calendar and reported annually.. The capital budget will be prepared by the Finance Director with the involvement of all department staff as needed.

B. CONTROL. All capital project expenditures must be appropriated in the capital budget at a project level. The Finance Department must certify the availability of such appropriations or the availability of resources needed to be appropriated before a capital project contract is presented to the City Council for approval. Any remaining funds of a completed project not allocated by City Council will be closed into an unallocated account in the same fund. Similar projects are to be grouped together in a fund based on type of project and source of funding, using the similar Capital Projects Fund classifications for reporting purposes in the Annual Financial Report.

C. PROGRAM PLANNING. The capital budget will include capital improvements program plans for future years. The planning time frame should normally be at least five years. The replacement and maintenance for capital items should also be projected for the next 5 years. Future maintenance and operational costs will be considered at the initiation of a project so the costs can be included in the relevant operating budget.

D. FINANCING PROGRAMS. Where applicable, assessments, impact fees, pro-rata charges, or other fees should be used to fund capital projects having a primary benefit to specific, identifiable property owners.

E. INFRASTRUCTURE MAINTENANCE. The City recognizes that deferring maintenance increases future capital costs. Therefore, a portion of the appropriate fund's budget will be set aside each year to maintain the quality of the City's infrastructure. The inclusion of infrastructure maintenance and replacement costs in the current operating budget will place the burden of the costs and repairs on the current users of the systems.

F. REPORTING. Periodic financial reports will be prepared to enable Department Managers to manage their capital budgets and to enable the Finance Department to monitor and control the capital budget as authorized by the City Manager. Summary capital projects status reports should be presented to the City Council quarterly.

IX. FINANCIAL CONDITIONS, RESERVES, AND STABILITY RATIOS

A. OPERATIONAL COVERAGE. (NO OPERATING DEFICITS). The City will maintain an operational coverage factor of 1.00, such that current operating revenues (plus approved fund balance appropriations) will equal or exceed current operating expenditures.

Deferrals, short-term loans, or one-time sources will be avoided as budget balancing techniques. Reserves will be used only for emergencies or non-recurring expenditures, except when balances can be reduced because their levels exceed guideline minimums as stated in Paragraph B, following.

B. OPERATING RESERVES/FUND BALANCES

a. Governmental funds of the City of Burleson shall be defined as follows:

1) General Fund The general fund should be used to account for and report all financial resources not accounted for and reported in another fund.

2) Special Revenue Funds Special revenue funds are used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditure for specified purposes other than debt service or capital projects. The restricted or committed proceeds of specific revenue sources

should be expected to continue to comprise a substantial portion of the inflows reported in the fund. Other resources (investment earnings and transfers from other funds, for example) also may be reported in the fund if those resources are restricted, omitted, or assigned to the specified purpose of the fund. Governments should discontinue reporting a special revenue fund, and instead report the fund's remaining resources in the general fund, if the government no longer expects that a substantial portion of the inflows will derive from restricted or committed revenue sources.

3) Capital Projects Funds Capital projects funds are used to account for and report financial resources that are restricted, committed, or assigned to expenditure for capital outlays, including the acquisition or construction of capital facilities and other capital assets. Capital projects funds exclude those types of capital-related outflows financed by proprietary funds or for assets that will be held in trust for individuals, private organizations, or other governments.

4) Debt Service Funds Debt service funds are used to account for and report financial resources that are restricted, committed, or assigned to expenditure for principal and interest, even if it is being accumulated for future years' payments. Debt service funds should be used to report resources if legally mandated.

5) Permanent Funds Permanent funds should be used to account for and report resources that are restricted to the extent that only earnings, and not principal, may be used for purposes that support the reporting government's programs. Permanent funds do not include private-purpose trust funds, which should be used to report situations in which the government is required to use the principal or earnings for the benefit of individuals, private organizations, or other governments. Currently the City of Burleson does not have any Permanent Funds.

2) Ending fund balances of the City of Burleson shall be reported according to the following classifications:

1) General Fund

i. 001 General Fund
ii. 002 General Fund – Health Insurance - Assigned

2) DEBT SERVICE FUNDS RESTRICTED:

i. 201 Debt Service Fund – General – Restricted
ii. 202 4B Sales Tax Debt Service – Restricted
iii. 203 4A Sales Tax Debt Service – Restricted

3) SPECIAL REVENUE FUNDS RESTRICTED/COMMITTED

i. 101 General Government SRF - Restricted
ii. 102 Public Safety SRF - Restricted
iii. 103 Public Works SRF – Restricted
iv. 104 Culture & Recreation SRF – Restricted
v. 105 Hotel/Motel SRF - Restricted
vi. 106 BCDC 4B Sales Tax SRF – Restricted
vii. 107 Public Safety Grants SRF – Restricted
viii. 109 Culture & Recreation Grant SRF – Restricted
ix. 110 BCDC 4A Sales Tax SRF – Restricted
x. 113 Economic Development Incentive SRF – Restricted
xi. 114 TIF #2 SRF – Restricted
xii. 115 Traffic Safety SRF – Restricted
xiii. 116 Parks Performance SRF – Committed
xiv. 117 General Government Grants SRF – Restricted
xv. 118 Burleson TIF #3 - Restricted
xvi. 150 PID #1 - Restricted

4) CAPITAL PROJECT FUNDS NON-BONDED - COMMITTED

i. 301 Street Paving Trust – Committed
ii. 302 Park Dedication Fund – Committed
iii. 352 Miscellaneous Capital Projects – Committed
iv. 351 4A Sales Tax Capital Project Fund – Committed
v. 350 4B Sales Tax Capital Project Fund – Committed
vi. 353-354 Mineral Lease Funded Capital Projects – Committed

3) CAPITAL PROJECT FUNDS BONDED – RESTRICTED Order of expenditure -- When committed, assigned and unassigned resources can be used for the same purpose, funds shall be spent in the sequence of committed resources first, assigned second, and unassigned last.

4) When it is appropriate for fund balance to be assigned, the Council delegates that authority to the Director of Finance.

5) It is the goal of the City that the unassigned fund balance of the General Fund should be at least 20% of the General Fund annual expenditures. This percentage is the equivalent of 73 days' expenditures. In order to adhere to the principles of matching current revenues with current expenditures and minimizing property taxes, the City will strive to maintain the fund balance if the unassigned balance grows beyond 90 days' expenditures.

6) The Water and Wastewater Fund working capital should be maintained at least at 20% of total operating expenditures or the equivalent of 73 days.

7) It is the goal of the City that the fund balance of the 4A Corp and 4B Corp, should maintain at least a 20% minimum of total operating expenditure or the equivalent of 73 days.

C. CAPITAL AND DEBT SERVICE FUNDS

1) Items in the Capital Projects Funds will be completed and paid for within 36 months of receipt of proceeds. Balances will be used to generate interest income to offset construction costs.

2) General Obligation Debt Service Funds will not have reserves. ..
The policy above does not preclude the debt service reserves normally established to market revenue bonds. The City's policy and bond ordinance requirements are to maintain these debt service reserves at the level of the average annual debt service.

3) Revenue Obligations will maintain Debt Coverage Ratios as specified by the bond covenants. The City is currently required to have net revenues in excess of average annual debt by 1.25 times. Net revenues must also exceed the maximum outstanding debt by 1.10 times. Both these tests must be met in order to issue additional bonds.

4) Obligations of Burleson's economic development corporations will maintain coverage ratios as specified by bond covenants. If the City issues obligations partially secured by a limited pledge of the corporations' sales tax revenues, not subject to the coverage ratios of the revenue bond covenants, coverage shall be maintained at no less than 1.25 times average annual debt service, and 1.15 times the maximum annual debt service. Both of these tests must be met in order to issue additional bonds.

X. TREASURY AND DEBT MANAGEMENT

A. CASH MANAGEMENT. Periodic review of cash flow position will be performed to determine performance of cash management and investment policies. A detailed policy structure will be followed with respect to Cash/Treasury Management. The underlying theme will be that idle cash will be invested with the intent to 1) safeguard assets, (2) maintain liquidity, and 3) maximize return. Where legally permitted, pooling of investments will be done.

The City will adhere to the investments authorized through the Texas' Public Funds Investment Act and the city's established comprehensive Investment Policies and Guidelines. Such policies clarifies acceptable investment securities, brokers, terms, and other pertinent investment information.

B. TYPES OF DEBTS

a. SHORT-TERM DEBT. Pursuant to the City Charter, tax anticipation notes ("TAN)") will be retired annually and will not exceed 25% of anticipated taxes. Bond anticipation notes ("BAN") will be retired within six months of completion of the project. Any short-term debt outstanding at year-end will not exceed 5% (including TAN but excluding BAN) of net operating revenues.

b. LONG-TERM DEBT. Long-term debt will not be used for operating purposes, and the life of a bond issue will not exceed the useful life of a project financed by that bond issue.

c. SELF-SUPPORTING DEBT. When appropriate, self-supporting revenues will pay debt service in lieu of tax revenues.

C. ANALYSIS OF FINANCING ALTERNATIVES. The City will explore all financing alternatives in addition to long-term debt including leasing, grants and other aid, developer contributions, impact fees, and use of reserves of current monies.

D. DISCLOSURE TO RATING AGENCIES. Full disclosure of operations will be made to the bond rating agencies and other users of financial information. The City staff, with the assistance of financial advisors and bond counsel, will prepare the necessary materials for presentation to the rating agencies, will aid in the production of Offering Statements, and will take responsibility for the accuracy of all financial information released.

E. FEDERAL REQUIREMENTS. The City will maintain procedures to comply with arbitrage rebate and other Federal requirements.

F. DEBT STRUCTURING. The City's non-self-supporting debt will issue general obligation bonds with an average life of 10.5 years or less, not to exceed the life of the asset acquired. Self-supporting debt will also issue general obligation bonds with an average life of 10.5 or less except in cases specifically approved by City Council. In no case will debt life exceed the life of the underlying asset.

The structure should approximate level debt service unless operational matters dictate otherwise or if market conditions indicate a potential savings could result from modifying the level payment stream.

Consideration of market factors, such as the tax-exempt qualification, minimum tax alternative, and so forth will be given during the structuring of long-term debt instruments.

G. DEBT ISSUANCE.

1) Method of Sale. The City will use a competitive bidding process in the sale of bonds unless the nature of the issue warrants a negotiated bid. In situations where a competitive bidding process is not elected, the City will publicly present the reasons why, and the City will participate with the financial advisor in the selection of the underwriter or direct purchaser.

2) Bidding Parameters. The notice of sale will be carefully constructed so as to ensure the best possible bid for the City in light of the existing market conditions and other prevailing factors. Parameters to be examined include:

a. Limits between lowest and highest coupons
b. Coupon requirements relative to the yield curve
c. Method of underwriter compensation, discount or premium coupons
d. Use of True Interest Cost (TIC) vs. Net Interest Cost (NIC)
e. Use of bond insurance

f. Original Issue discount bonds/Capital Appreciation Bonds
g. Variable rate bonds
h. Call provisions (25 years by Charter)

3) Bond Issuance Costs. The City will be involved in the selection of all financial advisors, underwriters, paying agents, and bond counsel. The City shall evaluate the merits of rotating professional advisors and consultants and the kinds of services and fee structures available from independent financial advisors, investment banking firms, and commercial banks. The City will carefully itemize and scrutinize all costs associated with the issuance of bonds.

4) Financial Advisor. The City will discourage perceived conflicts of interest which arise when a financial advisor is allowed to bid on debt obligations of the City. The financial advisor will be expected to provide planning and analytical services which extend beyond the issuance of debt. The payment to the Financial Advisor should be related to the costs of providing their service to the City.

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a. MISCELLANEOUS

i. ANNUAL REVIEW. The Disclosure Officer shall conduct an evaluation of the policies set forth in this Policy no less often than annually, and promptly after completing the evaluation, the Disclosure Officer shall prepare an annual report of the Issuer's compliance.

ii. AMENDMENTS TO POLICY. This Policy may be amended from time to time to adapt to changed circumstances that arise from a change in legal requirements or industry disclosure practices or procedures, a change in Rule 15c2-12, or a change in law.

XI. INTERNAL CONTROLS

A. WRITTEN PROCEDURES. Written procedures will be established and maintained by the Director of Finance for all functions and financial cycles including cash handling and accounting throughout the City. These procedures will embrace the general concepts of fiscal responsibility set forth in this policy statement.

B. DEPARTMENT DIRECTORS AND MANAGERS RESPONSIBILITY. City administrators and manager are charged with the responsibility for establishing a network of processes with the objective of controlling the operations of the City in a manner which provides reasonable assurance that:

1) Data and information published either internally or externally is accurate, reliable, complete, and timely.
2) The actions of administrators and employees are in compliance with the City's charter, plans, policies and procedures, and all relevant laws and regulations.
3) The City's resources including its people, systems, data/information, assets, and citizens are adequately protected.
4) Resources are acquired economically and employed effectively.
5) The City's internal controls promote the achievement of plans, programs, goals, and objectives.

Each Department Manager is responsible to ensure that good internal controls are followed throughout his or her Department, that all Finance Department directives or internal controls are implemented, and that all independent auditor internal control recommendations are addressed.

XII. STAFFING AND TRAINING

A. ADEQUATE STAFFING. Staffing levels will be adequate for the fiscal functions of the City to operate effectively. Overtime shall be used only to address temporary or seasonal demands that require excessive hours. Workload shedding alternatives will be explored before adding staff.

B. TRAINING. The City will support the continuing education efforts of all financial staff including the investment in time and materials for maintaining a current perspective concerning financial issues. Staff will be held accountable for communicating, teaching, sharing with other staff members all information and training materials acquired from seminars, conferences, and related education efforts.

C. AWARDS, CREDENTIALS AND RECOGNITION. The City will support efforts and involvements resulting in meeting standards and receiving exemplary recitations on behalf of any of the City's fiscal policies, practices, processes, products, or personnel. Staff certifications may include Certified Public Accountant, Management Accountant, Certified Internal Auditor, and Certified Cash Manager. Further, the Finance Director will try to obtain and maintain the designation of Certified Government Finance Officer as awarded by the GFOA of Texas.

   The City will strive to maintain a high level of excellence in its accounting policies and practices as it prepares its Financial Report. The Report will be presented to the Government Finance Officers Association (GFOA) for review of qualifications necessary to obtain the Certificate of Achievement for Excellence in Financial Reporting. Additionally, the City will submit its annual budget to GFOA for consideration for Distinguished Budget Award.

D. TRANSPARENCY. A reasonable effort will be made to ensure relevant financial information is made available to all citizens in a 'user friendly' format in an easy to understand terminology. In pursuit of this goal, the city will seek recognition through state and national transparency and reporting programs.

ATTACHMENT A – AUTHORIZED INDIVIDUALS FOR WIRE TRANSFERS

Any **two** individuals listed below are hereby authorized to:

1. Execute wire transfers for security purchases executed on a delivery vs payment basis and for which custodial safekeeping is maintained at an approved institution.
2. Execute wire transfers to approved investment pools and paying agents.
3. Make a wire transfer for any other purpose. Any revision, addition or deletion involving an approved custodial agent, investment pool, or paying agent. .

The City Council shall approve the additions or deletions of any custodial agent, investment pool, or paying agent as shown in attachment "A", "B" and "C". Revisions to existing relationships will be provided to the Finance Committee at their next regularly scheduled meeting.

Director of Finance
City Manager
Deputy City Manager
Assistant Finance Director
Chief Accountant
Senior Accountant
Supervisory Accountant

ATTACHMENT B – CUSTODIAL (SAFEKEEPING) AGENT

American National Bank of Texas
ABA = 111901519 (routing)
FAO = For Account of – City of Burleson

ATTACHMENT C – AUTHORIZED INVESTMENT POOLS

TEXPOOL
State Street Boston
ABA # 011000028
ACCOUNT # 67573774

BANK OF NEW YORK
ABA # 021000018
ACCOUNT #8900549424
ACCOUNT NAME: LONE STAR INVESTMENT POOL

TEXSTAR
JP MORGAN CHASE
ABA # 021000021
ACCOUNT # 9102733343

LOGIC
JP MORGAN CHASE
ABA # 1130000609
ACCOUNT # 08805173794

ATTACHMENT D – AUTHORIZED PAYING AGENTS

U.S. BANK, N.A.
MILWAUKEE, WI 53202
ABA # 091000022
BNF: USBANK CT WIRE CLRG
ACCOUNT #180121167365
OBI: ACCOUNT NAME
REF: ACCOUNT NUMBER

ATTACHMENT E - SECURITIES LAW COMPLIANCE AND DISCLOSURE POLICY©

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ARTICLE I
PURPOSE AND SCOPE

SECTION 1.01 DEFINITIONS.
The words and terms used in this Model Securities Law Compliance and Disclosure Policy (this "Policy") have the meanings specified in Article II hereof, unless the context clearly otherwise requires. Except where the context otherwise requires, words importing the singular number shall include the plural number, and *vice versa*.

SECTION 1.02 PURPOSE OF POLICY.

(a) Continuing Disclosure Undertaking Requirement. Under Rule 15c2-12, underwriters of Municipal Securities may not purchase or sell Municipal Securities unless the underwriters have reasonably determined that the issuer of the Municipal Securities or its designated agent has undertaken in a written agreement to provide continuing disclosure of certain financial information and operating data, and to file notices of certain events designated in Rule 15c2-12. The Issuer is required under its Continuing Disclosure Undertakings to provide disclosures of certain financial information and operating data and notice of certain events to the MSRB on EMMA to facilitate informed secondary market trading. This Policy is adopted by the Issuer to assist in its compliance with federal and state securities laws and regulations, including, specifically, Rule 15c2-12. This Policy is established to ensure that the Issuer maintains adequate policies and procedures for gathering, analyzing and disclosing all information that is required to be provided to, or that may be reasonably expected to reach investors or trading markets, which relates to the issuance of the Issuer's Debt Obligations. Such information consists of the content of the Issuer's Offering Documents, continuing disclosure reports, event notices and other statements reasonably expected to reach the public markets.

(b) Recommendation of Written Procedures. The Issuer recognizes that the SEC recommends adopting disclosure policies and amending existing disclosure policies from time to time to address the process for evaluating the disclosure process including disclosures for certain Event Notices. Written policies and procedures adopted by the Issuer will serve to streamline the process of disclosing required information. The Disclosure Officer, and other officers selected by the Issuer, if any, may establish additional written procedures from time to time to ensure that any Offering Documents (i) fully and accurately present the Issuer's financial condition and operations and (ii) do not omit any Material information regarding the Issuer.

SECTION 1.03 SCOPE OF POLICY.
This Policy applies to all Debt Obligations of the Issuer that are currently outstanding and all future bonds, notes, leases or derivative instruments to be executed by the Issuer. If the provisions of this Policy conflict with a respective Continuing Disclosure Undertaking, the terms of such Continuing Disclosure Undertaking will control.

ARTICLE II
DEFINITIONS

SECTION 2.01 DEFINED TERMS.

"Annual Report" means the Issuer's audited financial statements (or unaudited financial statements if permitted by the Continuing Disclosure Undertaking) and certain other financial information and operating data required to be filed annually with the MSRB.

"Business Day" means any day except any Saturday or Sunday, any day which is a federal legal holiday in the United States, or any day on which banking institutions are authorized or required by law to close.

"Code" means the Internal Revenue Code of 1986, as amended.

"Compliance Date" means February 27, 2019.

"Continuing Disclosure Undertaking" means a continuing disclosure agreement, continuing disclosure undertaking, continuing disclosure instructions or other written certification and agreements of the Issuer setting out covenants for satisfying the Issuer's requirements for providing information to the MSRB in an electronic format pursuant to and in accordance with Rule 15c2-12.

"Debt Obligation" means each contract of the Issuer that has sufficient characteristics of debt so that it is included in the Issuer's financial statements as a long-term liability of the Issuer, including, but not limited to bonds, notes, leases and similar instruments used by the Issuer for borrowing purposes.

"Disclosure Officer(s)" means the Issuer's Director of Finance, or, if the position of Director of Finance is vacant, the person(s) filling the responsibilities of the City Manager or Assistant City Manager for the Issuer.

"EMMA" means the Electronic Municipal Market Access system, the prescribed electronic format for disclosures established and maintained by the MSRB, which can be accessed at www.emma.msrb.org.

"Event 15" means the event set forth in Section 5.02(a) of this Policy.

"Event 16" means the event set forth in Section 5.03(a) of this Policy.

"Event Notices" means all event notices required by Rule 15c2-12.

"Financial Obligation" means: (i) a Debt Obligation; (ii) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned Debt Obligation; or (iii) a guarantee of (i) or (ii). The term Financial Obligation shall not include Municipal Securities as to which a final official statement has been provided to the MSRB consistent with Rule 15c2-12.

"GASB" means the Governmental Accounting Standards Board.

"IRS" means the Internal Revenue Service.

"Issuer" means the City of Burleson, Texas.

"Material" has the meaning given in Section 3.02(f) of this Policy.

"MSRB" means the Municipal Securities Rulemaking Board, or any successor repository designated as such by the SEC in accordance with Rule 15c2-12(b)(5) promulgated by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"Municipal Securities" means securities which are direct obligations of, or obligations guaranteed as to principal or interest by, a State or any political subdivision thereof, or any agency or instrumentality of a State or any political subdivision thereof, or any municipal corporate instrumentality of one or more States and any other Municipal Securities described by Section 3(a)(29) of the Securities Exchange Act of 1934, as the same may be amended from time to time.

"Obligated Person" means any person, including an issuer of Municipal Securities, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all or part of the obligations on the Municipal Securities to be sold in the Offering (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities); furthermore, for purposes of this Policy, the Issuer is an Obligated Person.

"Offering" means a primary offering of Municipal Securities with an aggregate principal amount of $1,000,000 or more.

"Offering Document" means any preliminary or final official statement, private placement memorandum or limited offering memorandum, or other similar instrument prepared in connection with the sale, issuance and delivery of an Offering.

"Rule 15c2-12" means SEC Rule 15c2-12, governing the obligations of dealers regarding Municipal Securities under the Securities Exchange Act of 1934, as amended from time to time, which is available at https://www.gpo.gov/fdsys/pkg/CFR-2013-title17-vol3/pdf/CFR-2013-title17-vol3-sec240-15c2-12.pdf.

"SEC" means the United States Securities and Exchange Commission.

"SEC Municipal Markets Report" means the Report on the Municipal Securities Market of the SEC, dated July 31, 2012, available at https://www.sec.gov/news/studies/ 2012/munireport073112.pdf.

"Terms Affecting Security Holders" means a Material agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer that affects security holders.

"U.S. Bankruptcy Code" means Title 9 of the United States Code, as amended from time to time, and any successor to or replacement of such Title and any other applicable federal bankruptcy, insolvency or similar law.

ARTICLE III

DISCLOSURE OFFICER; RECORD RETENTION; TRAINING

ATTACHMENT E - SECURITIES LAW COMPLIANCE AND DISCLOSURE POLICY©

SECTION 3.01 DISCLOSURE OFFICER.

The Issuer shall appoint a Disclosure Officer who shall be responsible for implementing this Policy. The Disclosure Officer will work with other employees and officials of the Issuer to assist in implementing this Policy. The Disclosure Officer will consult with bond counsel, legal counsel to the Issuer (including designated disclosure counsel, if any), accountants, municipal advisors, financial advisors and other outside consultants to the extent necessary to carry out the purpose of this Policy. The Disclosure Officer will report to the Issuer's governing body as provided in Section 6.01 herein, regarding implementation of this Policy and any recommended changes or amendments to this Policy.

SECTION 3.02 DUTIES OF DISCLOSURE OFFICER.

(a) General Duties. The Disclosure Officer shall be primarily responsible for ensuring and determining the Issuer's compliance with this Policy and federal and state securities laws and regulations applicable to the Issuer, including specifically Rule 15c2-12, and including identifying and remedying any non-compliance with this Policy and such laws and regulations.

(b) Review of Relevant Documents. The Disclosure Officer will review the following documents, obligations, and disclosure and reporting requirements of the Issuer in connection with the issuance of Municipal Securities to comply with Article IV and V of this Policy and in the ordinary course of business of the Issuer:

i. Offering Documents;

ii. Audited and unaudited financial statements, including notes to such statements;

iii. Changes to accounting standards promulgated by GASB and other applicable accounting standards and rules;

iv. Adopted annual budgets and amendments thereto;

v. Continuing Disclosure Undertakings; and

vi. Other relevant documents that reflect the Issuer's financial position and operating data.

The Disclosure Officer shall take reasonable steps to ensure that all Offering Documents are timely provided to the Issuer's governing body to ensure meaningful review and approval thereof. In addition, the Disclosure Officer shall take reasonable steps to ensure that for purposes of securities law compliance the Issuer's governing body is generally aware of the other documents listed above and of the significance of those documents to the Issuer's disclosure obligations.

(c) Solicitation of Relevant Information. In the performance of its duties under this Policy, the Disclosure Officer shall be responsible for soliciting any relevant information from other employees, officials or departments within the internal organization of the Issuer, including public statements made by officials of the Issuer that the Disclosure Officer reasonably believes will reach investors or trading markets generally. The Disclosure Officer is additionally responsible for obtaining any documentation prepared by an outside source that may be necessary to assist the Disclosure Officer in carrying out this Policy. The Disclosure Officer shall undertake a thorough review of the form and content of each of the Issuer's annual filings, and any Event Notice filings, as required pursuant to Article IV and V hereof.

(d) Public Statements Regarding Financial Information. Whenever an officer or employee of the Issuer makes statements or releases information relating to its finances and other operations of the Issuer to the public that is reasonably expected to reach investors and the trading markets (including, without limitation, all Event Notices, statements in a comprehensive annual financial report, and other financial reports and statements of the Issuer), the Disclosure Officer shall be responsible for ensuring that such statements and Material information are complete, true, and accurate in all material aspects and available to all investors. The Disclosure Officer will work with other officers of the Issuer to ensure that all public statements and information released by the Issuer are accurate and are not misleading in all Material aspects.

(e) Issuance of Debt Obligations. Whenever the Issuer prepares or participates in the preparation of an Offering Document, the Disclosure Officer, in addition to any other officers selected by the Issuer, shall be responsible for making all certifications that may be required to the effect that such Offering Document does not contain any untrue statement of Material fact or omit to state any Material fact necessary to make the information contained in such documents, in the light of the circumstances under which it was provided, not misleading.

Such determination by the Disclosure Officer shall only be made after coordination with the Issuer's attorney or other administrative officer having ultimate responsibility with respect to the Issuer's operations, risks and litigation, to ensure that any current, pending or threatened losses, investigations or litigation, and any settlement or court orders that are Material to the Issuer are properly identified.

(f) Determination of Material Information. The Issuer understands that determining materiality requires a complete review of facts and circumstances (which may include a review of outstanding Debt Obligations) and in some instances may require the Disclosure Officer to discuss matters with other officers or consultants of the Issuer. Furthermore, each determination of materiality made by the Disclosure Officer shall be made on a case-by-case basis. For purposes of this Policy, information is "Material" if there is a substantial likelihood that the disclosure of that information would be viewed by a reasonable investor as having significantly altered the total mix of information made available in making an informed investment decision.[1]

SECTION 3.03 RECORD RETENTION.

The Disclosure Officer will maintain or cause to be maintained all records relating to annual disclosure filings including the financial information and operating data to be included in the Annual Report for a period of three (3) years after retirement of the related Debt Obligations. The Disclosure Officer will additionally maintain or cause to be maintained all records relating to Event Notices required to be filed with the MSRB under the Continuing Disclosure Undertaking. Such records shall be maintained in either paper or electronic format, or in both formats.

SECTION 3.04 TRAINING.

The Disclosure Officer shall have at least a general familiarity with the content of Rule 15c2-12 and the SEC Municipal Markets Report, and in furtherance thereof receive appropriate training regarding the Issuer's disclosure obligations in accordance with federal securities laws, state regulations and Rule 15c2-12. When appropriate, the Disclosure Officer and/or other Issuer employees and officials under the direction of the Disclosure Officer will attend training programs offered by the SEC or other industry professionals regarding disclosure policies and procedures developed in the context of Rule 15c2-12 that are relevant to the Issuer. Each person acting in the capacity of a Disclosure Officer shall receive such training as may be necessary for the person to perform competently the duties and responsibilities of Disclosure Officer to ensure the Issuer's compliance with the provisions of this Policy.

ARTICLE IV

ANNUAL DISCLOSURE FILINGS

SECTION 4.01 ANNUAL DISCLOSURE FILINGS.

[1] The general materiality standard used by the United States Supreme Court. *See* TSC Industries, Inc. v. Northway, Inc., 426 U.S. 438, 449 (1976).

The Disclosure Officer shall annually review each Continuing Disclosure Undertaking to determine: (i) the appropriate financial information and operating data required to be included in the Annual Report; and (ii) the filing deadline for such Annual Report or a part thereof. The Disclosure Officer should review the Issuer's documents, Debt Obligations, and disclosure and reporting requirements described in Sections 3.01 and 3.02 of this Policy in determining the appropriate financial information and operating data to be included in the Annual Report. As indicated in Section 3.02 of this Policy, the Disclosure Officer's review necessarily includes review of other documents relating to the financial and operating status of the Issuer to ensure that all required information is appropriately incorporated into the Annual Report. The Disclosure Officer shall be required to provide only the financial information, operating data, financial statements and notices which the Issuer has expressly agreed to provide pursuant to a respective Continuing Disclosure Undertaking, but, in consultation with appropriate accountants, municipal advisors, financial advisors and other outside consultants of the Issuer, may submit other appropriate information to EMMA that will impact the Issuer's financial condition and/or existing security holders in a manner deemed Material by the Disclosure Officer. Additionally, the Disclosure Officer shall notify the MSRB in an electronic format as prescribed by the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with the Continuing Disclosure Undertaking.

ARTICLE V

DISCLOSURE FILINGS FOR EVENT NOTICES

SECTION 5.01 DISCLOSURE FILINGS FOR EVENT NOTICES 1-14.

The Disclosure Officer shall determine whether an event included below has occurred with respect to the Issuer. If the Disclosure Officer determines that notice of the following events should be provided to the MSRB pursuant to a Continuing Disclosure Undertaking, the Disclosure Officer will cause the appropriate notice to be filed with the MSRB on EMMA, in a timely manner, not in excess of ten (10) Business Days after the occurrence of the event:

(1) Principal and interest payment delinquencies;

(2) Non-payment related defaults, if material;

(3) Unscheduled draws on debt service reserves reflecting financial difficulties;

(4) Unscheduled draws on credit enhancements reflecting financial difficulties;

(5) Substitution of credit or liquidity providers, or their failure to perform;

(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701–TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;

(7) Modifications to rights of security holders, if material;

(8) Bond calls, if material, and tender offers;

(9) Defeasances;

(10) Release, substitution, or sale of property securing repayment of the securities, if material;

(11) Rating changes;

(12) Bankruptcy, insolvency, receivership or similar event of the obligated person;

(13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

For the purposes of the event identified as item (12) in this Section 5.01, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

The Disclosure Officer may seek the advice of other employees and officials of the Issuer, as well as the advice of the consultants and counsel to the Issuer, as to whether one of the above described events has occurred and whether an Event Notice shall be filed with the MSRB consistent with Rule 15c2-12.

SECTION 5.02 EVENT 15: INCURRENCE OF A MATERIAL FINANCIAL OBLIGATION OR TERMS AFFECTING SECURITY HOLDERS.

(a) Event 15. Beginning on the Compliance Date and continuing thereafter, in addition to the fourteen events described in Section 5.01 and Event 16 described in Section 5.03, the Disclosure Officer shall determine whether an Event 15 has occurred with respect to the Issuer. If the Disclosure Officer determines that an Event 15 has occurred, the Disclosure Officer shall file, or cause to be filed, notice of such Event 15 with the MSRB through EMMA in a timely manner, not in excess of ten (10) Business Days after the date of incurrence. Beginning on the Compliance Date, Rule 15c2-12 establishes that an Event 15 is as follows:

(15) Incurrence of a Financial Obligation of the Obligated Person, if Material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Obligated Person, any of which affect security holders, if Material.

The Issuer recognizes that, unlike the events listed in Section 5.01 above, the stated purpose of the SEC in adding Event 15 to Rule 15c2-12 is to provide the secondary market with information regarding all debt, debt-like or debt-related Financial Obligations or Terms Affecting Security Holders incurred by the Issuer. The incurrence of Financial Obligations may occur outside the issuance of Municipal Securities and therefore engagement by the Disclosure Officer with counsel and other consultants experienced in compliance issues related to Rule 15c2-12 may be necessary to determine whether it is necessary to file an Event Notice for Event 15 with the MSRB through EMMA.

(b) Financial Obligations and Terms Affecting Security Holders Subject to Disclosure. The Disclosure Officer shall first determine whether a contract or obligation incurred by the Issuer is a Financial Obligation or Terms Affecting Security Holders subject to disclosure under Event 15. When assessing whether a particular contract or obligation is a Financial Obligation or Terms Affecting Security Holders subject to disclosure as such terms are used in Event 15, the Disclosure Officer should consider the facts and circumstances surrounding the Issuer's incurrence of each type of contract and obligation, as well as the factors set forth below:

i. Whether the contract or obligation could affect, or contains provisions or triggers that may impair, the Issuer's liquidity, overall creditworthiness or an existing security holders' rights;

ii. Whether the contract or obligation is a private placement of debt with a financial institution, letter of credit, standby line of credit, or a similar "credit agreement" that relates to a Debt Obligation;

iii. Whether the contract or obligation is an ordinary financial and operating liability incurred in the Issuer's normal course of business;

iv. Whether the contract or obligation contains acceleration provisions or restrictive debt service covenants that could affect the rights of existing security holders;

v. Whether the contract or obligation is a short or long-term Debt Obligation of the Issuer under the terms of an indenture, loan agreement, capital lease, or other similar contract such as a line of credit;

vi. Whether the contract or obligation is an operating lease, or a capital lease which operates as a vehicle for borrowing money (e.g. a lease-purchase agreement). For purposes of this Disclosure Policy, factors relevant to determining whether a lease is a vehicle for borrowing money (i.e., a Financial Obligation) are included in **Exhibit A** attached hereto;

vii. Whether the contract or obligation represents competing debt with the Issuer's prior Debt Obligations that may affect the rights of the existing security holders;

viii. Whether the contract or obligation is a derivative instrument entered into in connection with a pledge as security or source of payment for an existing or planned Debt Obligation, which may include any swap, security-based swap, futures contract, forward contract, option, a combination of the foregoing or any similar instrument;

ix. Whether the contract or obligation is a derivative instrument designed to mitigate investment risk; or

x. Whether the contract or obligation is a guarantee provided by the Issuer as a guarantor for the benefit of a third party.

The Disclosure Officer will consult with bond counsel, legal counsel to the Issuer (including designated disclosure counsel, if any), accountants, municipal advisors, financial advisors and other outside consultants to the extent necessary in making a determination as to whether a contract or obligation incurred by the Issuer is a Financial Obligation or Terms Affecting Security Holders subject to the disclosure requirements of Event 15.

(c) Determination of Material Event 15. If the Disclosure Officer determines that the Issuer has incurred a Financial Obligation or Terms Affecting Security Holders subject to Event 15, the Disclosure Officer shall proceed to determine whether such Financial Obligation or Terms Affecting Security Holders are Material. The same practice used by the Issuer for determining whether a particular piece of information is Material in connection with preparing a disclosure document for an Offering set forth in Section 3.02(f) should be used for purposes of Event 15.

The Disclosure Officer shall determine whether a Financial Obligation or Terms Affecting Security Holders are Material upon the incurrence of the Financial Obligation or the Terms Affecting Security Holders, taking into account all relevant facts and circumstances. Relevant facts and circumstances may include, but are not limited to:

i. The principal amount of the Financial Obligation, including the aggregate par amount of a series of related Financial Obligations, and the method of setting or adjusting the interest rate thereof;

ii. The Issuer's overall balance sheet and the size of its existing Debt Obligations;

iii. The source of security pledged for repayment of the Financial Obligation and the rights associated with such pledge;

iv. The length of time that the Financial Obligation is to remain outstanding; and

v. Other appropriate terms of a Financial Obligation that will impact the Issuer's financial condition and/or existing security holders in a manner deemed Material by the Disclosure Officer.

The Disclosure Officer, in consultation with the governing body of the Issuer, bond counsel, legal counsel to the Issuer (including designated disclosure counsel, if any), accountants, municipal advisors, financial advisors and other outside consultants of the Issuer, to the extent necessary, shall no less often than annually set objective standards of materiality with respect to Debt Obligations incurred by the Issuer, which may include, but are not limited to, a monetary threshold that, in connection with other relevant facts and circumstances, is the basis for the determination of materiality for Financial Obligations or Terms Affecting Security Holders of the Issuer. With respect to lease agreements entered into by the Issuer, the Disclosure Officer shall implement the guidelines set forth in **Exhibit A** when assessing whether such lease agreements are Material Financial Obligations.

(d) Incurrence. A Financial Obligation and Terms Affecting Security Holders is considered to be incurred by the Issuer on the date that such Financial Obligation or Terms Affecting Security Holders is enforceable against the Issuer. As a filing under Event 15 is required to be made in a timely manner, not in excess of ten (10) Business Days after date of incurrence, the Disclosure Officer shall begin the process of assessing whether a particular Financial Obligation or Terms Affecting Security Holders should be disclosed as far in advance of its incurrence as possible. Additionally, although not required, the Disclosure Officer may file a voluntary filing of all outstanding Material Financial Obligations incurred prior to the Compliance Date.

(e) Exemption of Municipal Securities as to Which a Final Official Statement Has Been Provided. The Disclosure Officer is not obligated to disclose, as a Financial Obligation or Terms Affecting Security Holders subject to Event 15, Municipal Securities as to which a final official statement has been provided to the MSRB consistent with Rule 15c2-12. The Disclosure Officer recognizes that this exclusion from the definition of "Financial Obligation" does not extend to Debt Obligations, contingent or otherwise, related to such Municipal Securities that may be disclosed or referenced in such final official statements.

(f) Exemption of Monetary Obligations Resulting From Legal Proceedings. The Disclosure Officer is not required to disclose monetary obligations resulting from a judicial, administrative, or arbitration proceeding as an Event Notice.

(g) Subjecting Debt Obligations to Annual Appropriation not Determinative. The Disclosure Officer understands that qualifying Debt Obligations or Financial Obligations such that payment is subject to annual appropriation may remove the "debt" designation for state constitutional or statutory purposes; however, this qualification alone will not be determinative as to whether the Issuer or Obligated Person has incurred a Material Financial Obligation; rather, when analyzing Debt Obligations and Financial Obligations that are subject to annual appropriation, the Disclosure Officer shall determine whether such Financial Obligation is Material, as described in Section 3.02(f), taking into account all relevant facts and circumstances as described in this Section 5.02.

(h) Form of Event 15 Event Notice. Upon review of the factors outlined above, if the Disclosure Officer affirmatively determines that a Debt Obligation incurred by the Issuer is a Financial Obligation or Terms Affecting Security Holders that are Material and not exempt under subsection (e) and (f) of this Section 5.02, and therefore subject to Event 15, the Disclosure Officer shall file or cause to be filed with the MSRB through EMMA a notice not in excess of ten (10) Business Days of the date of the incurrence of the Financial Obligations or Terms Affecting Security Holders. The Disclosure Officer shall include a description of the Material terms of the Financial Obligation or Terms Affecting Security Holders within the Event 15 Event Notice. Terms considered Material for Event 15 may include, but are not limited to:

i. The date of incurrence;

ii. Principal amount;

iii. Maturity and amortization;

iv. Interest rate, if fixed, or method of computation and any default rates, if variable; or

v. Other appropriate terms deemed material by the Disclosure Officer, the inclusion of which would help further the availability of information to assist investors in making more informed investment decisions in connection with such incurrence of Financial Obligations or Terms Affecting Security Holders.

The Disclosure Officer shall determine, based on the facts and circumstances, whether to submit to the MSRB a description of the Material terms of the Financial Obligation or the Terms Affecting Security Holders, or alternatively or in addition, submit related materials such as transaction documents prepared in connection with the Financial Obligation or the Terms Affecting Security Holders that set forth the material terms of the Financial Obligation or the Terms Affecting Security Holders. The Disclosure Officer shall not include, and shall take actions to redact, confidential information such as account numbers or other personally identifiable information (but not information relating to an interest rate or other pricing data). Should the Disclosure Officer determine that filing one or more of the transaction documents prepared in connection with the Financial Obligation or the Terms Affecting Security Holders is appropriate under this subsection, the Disclosure Officer may redact any confidential or personally identifiable information from the Event 15 Event Notice.

SECTION 5.03 EVENT 16: EVENTS UNDER THE TERMS OF A FINANCIAL OBLIGATION WHICH REFLECT FINANCIAL DIFFICULTIES.

(a) Event 16. Beginning on the Compliance Date and continuing thereafter, in addition to the fourteen events described in Section 5.01, and Event 15 described in Section 5.02, the Disclosure Officer shall determine whether an Event 16 has occurred with respect to the Issuer as follows:

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Obligated Person, any of which reflect financial difficulties.

If the Disclosure Officer determines that an Event 16 has occurred with respect to the Issuer, the Disclosure Officer will file or cause to be filed with the MSRB through EMMA a notice of Event 16, whether Material or not, provided the occurrence reflects financial difficulties of the Issuer. The Disclosure Officer shall file an Event 16 Event Notice even where the underlying Financial Obligation was incurred before the Compliance Date.

(b) Reflection of Financial Difficulty of Obligated Person. The Disclosure Officer shall disclose to the MSRB the occurrence of an event listed in Event 16 only if the Disclosure Officer, in consultation with the governing body of the Issuer, bond counsel, legal counsel to the Issuer (including designated disclosure counsel, if any), accountants, municipal advisors, financial advisors and other outside consultants to the Issuer, to the extent necessary, determines that the occurrence of the event reflects financial difficulties of the Issuer.

(c) Events Subject to Event 16 Filing. Subject to subsection (b) of this Section 5.03, the Disclosure Officer should disclose any occurrence in connection with the terms of a Financial Obligation that reflects financial difficulties of the Issuer. Such occurrences may include, but are not limited to the following types of events:

i. Monetary defaults or events of non-appropriation where the Issuer has failed to pay principal, interest, or other funds due, or a non-payment related default where the Issuer has failed to comply with specified covenants;

ii. An event of acceleration exercised by a trustee or counterparty as the result of an event of default or other applicable remedy provision;

iii. A modification of terms that reflects financial difficulties of the Issuer;

iv. A written or verbal waiver of an agreement provision that is a departure from what was agreed to under the original terms of such agreement; and

v. Other events under the terms of a Financial Obligation that reflect financial difficulties of the Issuer and share similar characteristics with the specific types of events in Event 16.

(d) Form of Event 16 Event Notice. Upon review of the factors outlined above, if the Disclosure Officer affirmatively determines that, in connection with the terms of a Financial Obligation of the Issuer, the Issuer is experiencing financial difficulties pursuant to Event 16, the Disclosure Officer shall file or cause to be filed with the MSRB through EMMA an Event 16 notice filing within ten (10) Business Days of the date of such determination containing a description of the relevant terms of the Financial Obligation. Terms considered relevant to an Event 16 notice filing may include, but are not limited to:

i. The provisions within the Financial Obligation giving rise to the occurrence under Event 16;

ii. The nexus between the terms of such Financial Obligation giving rise to the occurrence under Event 16 and the existing or potentially forthcoming financial difficulties resulting therefrom;

iii. A description of the Issuer's current financial status; and

iv. Other appropriate facts deemed material by the Disclosure Officer, the inclusion of which would help further the availability of information to assist investors in making more informed investment decisions in connection with the occurrence of events relating to a Financial Obligation that reflect financial difficulties.

ARTICLE VI

MISCELLANEOUS

SECTION 6.01 ANNUAL REVIEW.

The Disclosure Officer shall conduct an evaluation of the policies set forth in this Policy no less often than annually, and promptly after completing the evaluation the Disclosure Officer shall prepare an annual report of the Issuer's compliance.

SECTION 6.02 AMENDMENTS TO POLICY.

This Policy may be amended from time to time to adapt to changed circumstances that arise from a change in legal requirements or industry disclosure practices or procedures, a change in Rule 15c2-12, or a change in law.

ATTACHMENT E - SECURITIES LAW COMPLIANCE AND DISCLOSURE POLICY©

EXHIBIT A
LEASE AGREEMENTS OPERATING AS VEHICLES TO BORROW MONEY (FINANCIAL OBLIGATIONS)

As a result of the amendments to Rule 15c2-12, compliance therewith effective February 27, 2019, Issuers or Obligated Persons that periodically enter into leases should develop policies and procedures to (i) determine whether the lease is a vehicle to borrow money, and is therefore a Financial Obligation, as opposed to an operating lease, (ii) determine if such lease becomes Material once incurred, after considering other relevant factors and all outstanding Financial Obligations (an Issuer or Obligated Person's threshold for outstanding Financial Obligations) and (iii) require that all executed leases are timely communicated to the Disclosure Officer for purposes of determining whether an Event Filing is necessary.

I. Leases Operating as Vehicles to Borrow Money (Financial Obligations)

The SEC has determined that a lease should generally be considered a debt obligation and thus a "Financial Obligation" under the Rule when such lease operates as a vehicle to borrow money (i.e., capital leases but not mere operating leases).[1]

Capital leases are generally recorded on the balance sheet of the Issuer or Obligated Person as an asset and a liability by an amount equal to the present value of the minimum lease payments; in contrast, operating leases are handled as off-balance sheet financings of assets and are recorded as operating expenses on the Issuer or Obligated Person's income statement. In determining which types of leases to include under the umbrella of "Financial Obligations," the SEC deemed it appropriate to include only those leases that could represent competing debt of the Issuer or Obligated Person (e.g., capital leases which are essentially vehicles to borrow money).

Because capital leases of the Issuer or Obligated Person are recorded in the same fashion as other competing debt of the Issuer or Obligated Person, each sharing a line item in the balance sheet as a liability or included in a more general line item (i.e., competing debt), capital leases are viewed by the SEC as rising to the level of a Financial Obligation because they operate more like a debt obligation. As such, Issuers and Obligated Persons should have procedures in place that help determine whether leases are capital leases or operating leases, as the incurrence of a capital leases will require a Materiality analysis to determine whether an Event 15 notice filing is required.

To make the determination of whether a lease operates as a vehicle to borrow money, the Disclosure Officer should work with appropriate staff and accountants, municipal advisors, financial advisors and other outside consultants of the Issuer or Obligated Person, to the extent necessary, to determine whether the lease is a vehicle to borrow money (i.e., a capital lease) or an operating lease as operating leases will not rise to the level of a Financial Obligation under Event 15 of Rule 15c2-12.

Characteristics of Leases Operating as Vehicles to Borrow Money (Capital Leases)

In making the determination of whether a lease operates as a vehicle to borrow money and is therefore a Financial Obligation for purposes of Event 15, relevant characteristics may include, but are not limited to, the following:

i. The lease contains a transfer of ownership of the underlying asset at the end of the lease term or shortly thereafter;

ii. An option to purchase the underlying asset being leased at a discounted price is available, which may be exercised during or at the end of the lease term;

iii. The term of the lease is greater than 75% of the useful life of the leased asset; or

iv. The present value of the lease payment is greater than 90% of the leased asset's fair market value.

Although the characteristics above may be helpful in determining whether a lease operates as a vehicle to borrow money, the Disclosure Officer and appropriate staff and consultants should review of the entire lease, in context with the Issuer's financing and/or operating objectives, in considering whether a lease is a Financial Obligation subject to Event 15. Although a capital lease (as such term in commonly understood) will generally be treated as a vehicle to borrow money, the mere labelling of the lease as "capital" or "operating" will not itself be determinative.

II. Determining Factors for Materiality of Leases that Constitute Financial Obligations

[1] Although the SEC in Release No. 34-83885, implementing the amendment of Rule 15c2-12 to include Event 15 and 16, has discontinued (following GASB's lead) the use of the term "capital lease" and "operating lease," the distinction remains useful to the extent that "capital leases" are commonly understood to be financed purchases of an underlying asset (and thus generally are vehicles to borrow money) whereas "operating leases" are not.

Issuers and Obligated Persons should apply the Materiality standard in Section 3.02(f) and the relevant facts and circumstances in Section 5.02(c) of this Policy, in conjunction with the factors below for purposes of determining whether a lease that operates a vehicle to borrow money is Material and subject to an Event Filing under Event 15.

Given the difference in size, sophistication, features and number of obligations executed by certain issuers and Obligated Persons, factors used in determining the materiality of a lease that operates as a vehicle to borrow money may vary. The Disclosure Officer may utilize factors relevant to the Issuer or Obligated Person which may include, but are not limited to, one or more the following:

i. Whether the cost of the lease incurred and the payment obligations thereof exceeds a specified percentage of the Issuer's or Obligated Person's fund balance (for purposes of this and the following considerations, the Issuer must determine, given its circumstances, the appropriate way to measure the impact of a lease, e.g., by the aggregate payments required, by principal amount or by annual payment impact to the Issuer's debt portfolio);

ii. Whether the incurrence of the lease will increase the outstanding indebtedness of the Issuer or Obligated Person by more than a specified ratio or percentage;

iii. Whether the incurrence of the lease and the payment obligations thereof exceeds a specified percentage of the Issuer's unrestricted revenues;

iv. Whether the lease represents multiple counterparts of a single transaction that, if incurred at once, would exceed the limits stated in (i), (ii) or (iii) above;

v. Whether the incurrence of the lease in conjunction with other outstanding Financial Obligations would in the aggregate exceed the limits stated in (i), (ii) and (iii) above; or

vi. Whether the lease has acceleration provisions or is considered a security on parity or senior to outstanding Financial Obligations.

When utilizing the above factors, the Disclosure Officer must be aware that although a lease may not be Material when compared to the Issuer's or any Obligated Person's general revenues and fund balance, such lease may be material to Financial Obligations pledged to be paid from the specifically pledged revenues and fund balances. Therefore, the Disclosure Officer must look at both the general revenues and the specifically pledged revenues of the Issuer and any Obligated Person when determining the materiality of a lease that operates as a vehicle to borrow money.

If after using the Materiality standard in Section 3.02(f), the relevant facts and circumstances in Section 5.02(c) of this Policy and the factors described above, the Disclosure Officer determines that the lease operating as a vehicle to borrow money is Material, a filing under Event 15 must be made within ten business days from the incurrence of such lease.

If a determination of Materiality is made under factor (v) above for a lease or any other Financial Obligation, additional Financial Obligations incurred thereafter may likely carry a *de facto* Materiality designation. As such, factor (v) above works as a magnitude test of the Issuer or Obligated Person as it becomes the Issuer or Obligated Person's Materiality threshold for all outstanding Financial Obligations.

III. Communication Amongst Departments Once Leases are Incurred

The Disclosure Officer should become aware of the frequency in which the Issuer or Obligated Person incurs leases, as opposed to other forms Financial Obligations, in the ordinary course of the Issuer or Obligated Person's business. To further communication amongst multiple departments within the Issuer or Obligated Person, the Disclosure Officer should require that any member of the Issuer or Obligated Peron's staff authorized to execute leases on behalf of the Issuer or Obligated Person report and provide copies of all leases directly to the Disclosure Officer within two (2) business days prior to their execution. Upon receipt of any lease, the Disclosure Officer shall immediately work with appropriate staff and accountants, municipal advisors, financial advisors and other outside consultants of the Issuer, to the extent necessary, to determine whether the lease operates as a vehicle to borrow

money (i.e., is a Financial Obligation) and whether such lease is Material using the Materiality standard in Section 3.02(f), the relevant facts and circumstances in Section 5.02(c) of this Policy and the factors described above.

The City of Burleson's Budget Process

An OVERVIEW

The budget process for the City of Burleson is a year-round, continuous process. On October 1st, when the new fiscal year begins, department heads use the encumbrance system to create purchase orders identifying expenses which will be arising throughout the year. When invoices are received for goods and services for funds, which have been previously encumbered, the invoices are paid against those encumbrances and the encumbrances are relieved. Encumbrances are the fundamental budget control in place for department heads' use.

On a monthly basis, department heads compare their actual expenditures to their adopted budgets, researching and investigating any unexpected expenditure. This monthly review is another fundamental budgetary control that is utilized.

Throughout the year, department heads are able to move funds at their discretion within their respective department(s)/division(s) within the same fund, without increasing the appropriations. City Manager can reallocate resources between departments within a fund without increasing appropriations. Increases in appropriations within a fund, requires a budget amendment to be approved by Council

Early in the budget process, a Council work session calendar is prepared for various presentations to be made through out the process. Presentations include financial overviews, budget process, 5 year capital improvement plans for general government, parks and recreation and water and sewer, public safety operation overviews, strategic plan updates, compensation and benefits.

Also a budget calendar is created detailing the various deadlines required by the state for both tax rate adoption and formal budget adoption. Less formal dates, such as when documents are due, presentation meetings and planning meetings are set as well. This calendar is then distributed to the departments at the budget kick off meeting in March/April.

At the budget kickoff meeting, the City Manager and Finance Director describe the overall plan for the budget process, detailing which documents are required, departmental budget meetings, and any other expectations that may arise The budget kick off meeting allows department heads to ask questions or receive information needed to complete the next step in the formal budget process.

Department budgets are presented by each Director utilizing a standard presentation template. Budget

presentations are made to the City Manager's Office and Finance. Key focus areas in the presentation may include goals, accomplishments, cost containment strategies, fee schedule changes, and supplemental package request.

After the budget kickoff, budget information are distributed to each director. Budget packets include a budget preparation manual, calendar, and an excel budget template for fee changes and supplement request. Supplemental request are completed individually with a summary of all the request listed by priority.

Department heads prepare year end estimates for the current budget, and ensure estimates do not exceed budgeted amounts at the department level.

After the proposed base budget estimates are completed, departments develop decision packets for service enhancement they wish to propose to the City Manager for the next fiscal year. All requests for new personnel, fleet, or equipment which represent net additions to operations are considered service enhancements. The department must describe the program, itemize all new costs and provide an explanation of why the decision packet request is needed. Decision packets are prioritized according to needs perceived by the departments. Each decision packet is prepared as a separate request to allow for independent consideration of each and to allow the mixing of all decision packets into a master priority list for consideration during the remainder of the budget process.

The budget documentation is reviewed by the budget team, consisting of the City Manager, Deputy City Manager, Finance Director and other support staff meet with department heads, including their supporting staff. Main focus is given to the supplemental requests for the upcoming year's budget.

Additions and deletions are made to the budget based the City Manager's request, while the revenue forecasting which began in early April continues until July 26th when the certified tax rolls are distributed to municipalities.

REVENUES

Finance Department prepares estimates for revenues and projections for the coming year's revenues based on available historical data and economic trends. Departments review the fee schedule and request changes by submitting a fee change form to Finance. Fee changes are discussed during the department budget presentation

Once the certified tax roll is received, calculations are made to determine the no new revenue tax rate, no new revenue maintenance and operations tax rate, debt rate, and voter's approval rate. The City Manager presents his budget to City Council at a special

Budget Work session between the first and second City Council meetings in August

According to Texas Tax Code, a public hearing is required before adopting a tax rate which exceeds the lower of the voter-approval tax rate and the no-new-revenue tax rate. According to the Texas Local Government Code, a public hearing is also required before adopting the annual budget. Special notice of the dates and times of the public hearings are posted on the City's website, the posting board, and the Fort Worth Star-Telegram.

All of the ordinances - the tax rate ordinance, the budget ordinance, the utility ordinances, and the fee schedule ordinance - require two readings before they are adopted pursuant to the City charter.

The budget and tax rate are required to be adopted by September 29th or the City Manager budget presented by the City Manager will become the budget for the following fiscal year.

After the budget is adopted, departmental heads and managers take into consideration base budget and decision packets approved by City Council and begin to plan for the next year's budget process by including those decisions in their planning process.

BUDGET AMENDMENTS

As provided for in the ordinance adopting the budget, the City Council may, at the recommendation of the City Manager or on its own volition, transfer part or all of any unencumbered appropriation balance from one department or fund to another department or fund by resolution if they feel that a change in the budget is necessary to fulfill municipal purposes.

5 YEAR PROJECTIONS

5 year projections play a critical part in the budget process. Finance department prepares 5 year fund projections on various funds based on historical and current trends. These projection models allow management to review and make informed decisions while evaluating the impact over a 5 year period.


THE CITY OF
BURLESON
TEXAS

2022 Tax and Budget Preparation Calendar

Date	Day	Description
March 08, 2022	Tuesday	Budget kickoff at the Directors meeting
March 10, 2022	Thursday	Budget training citywide
April 08, 2022	Friday	Deadline for HR's positions, IT software and hard, and Equipment and Vehicles' request
April 15, 2022	Friday	Deadline for Departments to have supplemental and system budget entry completed
April 26, 2022	Tuesday	Deadline for documents and PowerPoint to Finance
May 09 – May 13, 2022	Week	CMO/Departments budget reviews
June 03, 2022	Friday	CMO approval of initial supplemental package
June 30, 2022	Thursday	Finalized budgets and supplemental decision packages
July 05, 2022	Tuesday	Regular City Council meeting. Resolution from City Council asking staff to prepare the budget assuming a tax rate over or under the voter-approval rate.[1]
July 25, 2022	Monday	Receive certified tax roll from appraisal districts.[2]
July 29, 2022	Friday	Staff submits proposed budget to Council, files with City Secretary, & posts to website.[345]
August 04, 2022	Thursday	Special City Council meeting. Council Work session to discuss budget and tax rate. Adopt a minute order setting date and time for both the budget and tax rate public hearing.
August 05, 2022	Friday	Submit to the county assessor-collectors 'no new revenue tax rate' and 'voter-approval tax rate' completed tax rate calculation forms.[6]
August 25, 2022	Thursday	Publish Notice for Public Hearing on tax rate in the newspaper.[7] Post tax rate prominently on the City's home page of website and on public access channel until public hearing concluded.[8] Public hearing on the budget is on 9/6.
August 26, 2022	Friday	Publish Notice for Public Hearing on the budget in the newspaper.[9] Public hearing on the tax rate on 9/6.
September 06, 2022	Tuesday	Regular City Council meeting. Public hearings on budget and tax rate and first reading of ordinances to approve the budget and tax rate.[1011121314] Budget should be approved first.[15] Specific language is required to move to adopt the tax rate.[16] The vote on the ordinance setting the tax rate must be a record vote and must be approved by at least 60 percent of the members of the City Council.[17] The City Council must separately approve the maintenance and operations component and the debt service component of the tax rate.[18] Council must announce date and time of final ordinance reading of tax rate ordinance.[19]
September 12, 2022	Monday	Special City Council meeting. Final reading of ordinances to approve the budget and tax rate.[20] Budget should be approved first. Specific language is required to move to adopt the tax rate. Minute order ratifying the budget should follow the ordinance vote.[21]
September 13, 2022	Tuesday	Post tax rate and budget to website after adoption.[22]

[1] On July 5, 2022, the City Council passed a resolution asking the City Manager to prepare the budget assuming a tax rate that does not exceed the voter-approval rate.
[2] Certified tax rolls are due on 7/25 Texas Tax Code §§ 26.01(a); 1.06.
[3] The proposed budget must include a line item comparing expenditures in the proposed budget and actual expenditures in the preceding year for: (1) notices required to be published in the newspaper; and (2) directly or indirectly influencing or attempting to influence the outcome of legislation or administrative action, as those terms are defined in Government Code § 305.002. Texas Local Government Code § 140.0045.
[4] The proposed budget must be filed with the municipal clerk "before the 30th day before the date the governing body of the municipality makes its tax levy for the fiscal year." If filing occurs 7/29, the tax levy must occur after 8/28. Texas Local Government Code § 102.005.
[5] On posting the budget on the City's website, see Texas Local Government Code § 102.005(c).
[6] The tax rates must be submitted to the county A/C "as soon as practicable" after the rates are calculated. Texas Tax Code § 26.04(d-3).
[7] If the proposed tax rate exceeds the no-new revenue tax rate, the notice must be posted continuously for at least seven days immediately before the public hearing on the proposed tax rate increase and at least seven days immediately before the date of the vote proposing the increase in the tax rate. For content of published notice and Internet notice, see Texas Tax Code Sections 26.06(b-1), (b-2), and (b- 3). The notice must also include the table described in Tax Code Section 26.062. Texas Tax Code § 26.065.
[8] The tax rates must be submitted to City Council and posted to City's website "by August 6 or as soon thereafter as practicable". The internet posting to the City's website must include: (1) the tax rates and an explanation as to how they were calculated, (2) the estimated I&S, M&O, and general fund balances, and (3) a schedule of the City's debt obligations. Texas Tax Code § 26.04(e).
[9] The budget public hearing must occur after 10 days but before 30 days have passed since the newspaper publication notice. The newspaper notice must have specific language. Texas Local Government Code § 102.0065.
[10] The budget public hearing must occur after 10 days but before 30 days have passed since the newspaper publication notice. Texas Local Government Code § 102.0065.
[11] The budget public hearing must be after the 15th day after the proposed budget is filed with the clerk. Texas Local Government Code § 102.007.
[12] The public hearing on the tax rate may not be held before the fifth day after the date the notice of the public hearing is given, and the hearing must be held on a weekday that is not a public holiday. Texas Tax Code § 26.06(a).
[13] The public hearing on the tax rate may not be held until the fifth day after the date the chief appraiser of each appraisal district in which the city participates has delivered its tax estimate notice under Tax Code Sec. 26.04(e-2) and made various types of tax rate information and the tax rate calculation forms available on to the public via the property tax database under Tax Code Sec. 26.17(f). Texas Tax Code Section 26.05(d-1).
[14] There are several precise requirements regarding notice in the tax rate ordinance itself that must be complied with if the city adopts a rate exceeding the no- new-revenue tax rate. Texas Tax Code § 26.05.
[15] City Council may only levy taxes in accordance with budget. Texas Local Government Code § 102.009.
[16] Texas Local Government Code § 26.05.
[17] Texas Tax Code § 26.05(b).
[18] Texas Tax Code § 26.05(a).
[19] Texas Tax Code § 26.06(d).
[20] If the city council does not vote on the proposed tax rate at the public hearing, the meeting to adopt the tax rate may not be held later than the seventh day after the date of the public hearing. TEX. TAX CODE § 26.06(e).
[21] City Council must take a separate ratification vote to adopt any budget that will raise total property tax revenue. Texas Tax Code § 102.007(d).
[22] The adopted budget, including the cover page, must be posted on the city's website. Texas Local Government Code § 102.008.

BUDGET SUMMARY
BY FUND

REVENUES	2020-2021 Actual	2021-2022 Budget	2021-2022 Estimate	2022-2023 Budget Proposed	2021-2022/ 2022-2023 Change
GENERAL FUND	$ 48,196,193	$ 50,604,942	$ 53,875,665	$ 53,151,097	5.03%
DEBT SERVICE FUND - GENERAL	7,420,173	7,628,519	7,628,519	8,969,563	17.58%
BCBD 4A SALES TAX SRF	6,350,173	6,342,450	8,093,719	7,322,335	15.45%
BCBD 4B SALES TAX SRF	6,158,573	6,143,500	6,925,034	7,187,335	16.99%
PARKS PERFORMANCE FUND	3,774,839	4,735,145	4,356,752	5,131,200	8.36%
STDSF - 4A SALES TAX	2,393,581	1,991,375	1,990,375	1,826,505	-8.28%
STDSF - 4B SALES TAX	1,844,929	1,402,175	1,393,675	1,390,800	-0.81%
HOTEL/MOTEL TAX FUND	481,833	266,040	476,462	489,191	83.88%
BURLESON TIF #2	862,313	955,938	976,680	1,117,298	16.88%
BURLESON TIF #3	56,926	193,142	203,000	-	-100.00%
BURLESON PID #1	43,776	60,000	69,000	70,000	16.67%
BURLESON PID #2	7,500	7,500	7,500	7,500	0.00%
CABLE FRANCHISE PEG SRF	242,720	60,000	60,000	60,000	0.00%
MC JUVENILE CASE MGR SRF	245,289	40,000	32,000	32,960	-17.60%
MC BLDG SECURITY SRF	92,128	35,000	35,000	35,000	0.00%
MC TECHNOLOGY SRF	159,517	30,000	30,000	30,000	0.00%
MC TIME PAYMENT SRF	50	1,500	-	-	-100.00%
OTHER SPECIAL REVENUE FUNDS	503,501	-	242,298	53,800	N/A
WATER & WASTEWATER FUND	23,635,091	25,020,212	25,620,595	25,864,089	3.37%
HIDDEN CREEK GOLF COURSE	2,441,336	2,773,357	2,928,786	2,914,200	5.08%
EQUIPMENT SERVICE FUND	454,808	1,314,761	1,314,361	2,185,524	66.23%
EQPT REPL - GOVERNMENTAL	1,755,832	1,766,802	1,741,802	2,979,042	68.61%
EQP REPL - PROPRIETARY	396,450	535,192	525,192	440,354	-17.72%
SUPPORT SERVICES FUND	2,387,363	5,058,104	5,066,781	5,340,000	5.57%
SOLID WASTE FUND	3,244,718	3,356,609	3,351,609	3,418,411	1.84%
CEMETERY OPERATIONS FUND	42,406	30,746	30,746	30,746	0.00%
CEMETERY ROYALTY FUND	15,461	26,500	26,500	26,500	0.00%
CEMETERY ENDOWMENT FUND	12,656	7,500	7,500	7,500	0.00%
HEALTH INSURANCE FUND	7,930,200	5,631,357	5,631,357	5,631,357	0.00%
TOTAL REVENUES	**$ 121,150,335**	**$ 126,018,366**	**$ 132,640,908**	**$ 135,712,307**	7.69%

EXPENDITURES	2020-2021 Actual	2021-2022 Budget	2021-2022 Estimate	2022-2023 Budget Proposed	2021-2022/ 2022-2023 Change
GENERAL FUND	$ 43,570,143	$ 50,271,828	$ 50,079,789	$ 55,328,010	10.06%
DEBT SERVICE FUND - GENERAL	7,577,201	7,237,347	7,237,347	7,513,108	3.81%
BCBD 4A SALES TAX SRF	11,668,449	9,563,124	9,595,376	4,962,661	-48.11%
BCBD 4B SALES TAX SRF	5,823,964	6,424,096	6,319,266	9,011,863	40.28%
PARKS PERFORMANCE FUND	3,774,839	4,807,399	4,356,752	5,131,200	6.74%
STDSF - 4A SALES TAX	2,393,446	1,990,375	1,990,375	1,828,130	-8.15%
STDSF - 4B SALES TAX	1,845,277	1,394,724	1,394,424	1,391,659	-0.22%
HOTEL/MOTEL TAX FUND	277,373	576,795	520,695	839,286	45.51%
BURLESON TIF #2	578,459	945,764	992,968	1,021,841	8.04%
BURLESON TIF #3	-	-	338,654	-	N/A
BURLESON PID #1	549	64,577	60,000	61,582	-4.64%
BURLESON PID #2	2,343	12,206	7,050	7,405	-39.33%
CABLE FRANCHISE PEG SRF	237,517	47,260	47,260	47,799	1.14%
MC JUVENILE CASE MGR SRF	65,940	159,632	154,907	38,070	-76.15%
MC BLDG SECURITY SRF	4,767	38,525	38,525	39,194	1.74%
MC TECHNOLOGY SRF	12,213	96,261	85,304	37,837	-60.69%
MC TIME PAYMENT SRF	-	10,000	-	-	-100.00%
OTHER SPECIAL REVENUE FUNDS	502,939	-	142,981	59,000	N/A
WATER & WASTEWATER FUND	22,905,861	24,474,995	23,557,803	25,618,998	4.67%
HIDDEN CREEK GOLF COURSE	2,441,336	2,922,761	2,928,786	2,914,200	-0.29%
EQUIPMENT SERVICE FUND	521,109	1,608,069	1,546,445	2,023,639	25.84%
EQPT REPL - GOVERNMENTAL	499,011	5,008,937	4,136,000	2,461,658	-50.85%
EQP REPL - PROPRIETARY	148,809	1,450,170	1,351,036	389,836	-73.12%
SUPPORT SERVICES FUND	2,548,082	5,512,926	5,354,149	5,701,729	3.42%
SOLID WASTE FUND	3,583,450	3,673,177	3,693,583	3,879,653	5.62%
CEMETERY OPERATIONS FUND	69,491	20,550	20,525	23,766	15.65%
CEMETERY ROYALTY FUND	709	7,750	7,750	7,750	0.00%
CEMETERY ENDOWMENT FUND	-	-	-	-	N/A
HEALTH INSURANCE FUND	4,746,006	4,778,139	4,927,022	5,685,193	18.98%
TOTAL OPERATING EXPENDITURES	**$ 115,799,283**	**$ 133,097,387**	**$ 130,884,772**	**$ 136,025,067**	2.20%
CAPITAL PROJECTS- GOVERNMENTAL	-	18,487,418	18,487,418	58,524,376	216.56%
CAPITAL PROJECTS- PROPIETARY		15,514,852	15,514,852	9,733,840	-37.26%
TOTAL CAPITAL EXPENDITURES	-	34,002,270	34,002,270	68,258,216	
TOTAL EXPENDITURES	**$ 115,799,283**	**$ 167,099,657**	**$ 164,887,042**	**$ 204,283,283**	22.25%

THREE YEAR FUND SUMMARIES BY REVENUE, EXPENDITURES AND FUND BALANCE FY 2022-2023

	MAJOR GOVERNMENTAL FUND GENERAL FUND			
	2020-21 ACTUAL	2021-22 BUDGET	2021-22 ESTIMATE	2022-23 BUDGET
Beginnig fund balance/ working capital	**$ 13,713,855**	**$ 15,690,783**	**$ 18,339,905**	**$ 22,135,781**
Revenues				
Ad Valorem Taxes	23,123,953	23,363,607	23,674,069	25,452,882
Sales Taxes	12,486,272	12,414,500	13,995,907	14,415,784
Franchise Fees	2,447,587	2,475,000	2,633,700	2,684,105
Licenses And Permits	1,294,234	1,597,340	1,561,250	1,732,440
Charge for Service	26,153	40,170	29,550	35,850
Fines And Forfeitures	1,060,099	1,081,500	1,081,500	1,092,315
Interest	30,768	300,000	193,000	325,000
Miscellaneous	3,017,718	3,445,529	3,573,808	4,945,084
Other Sources	4,709,409	5,887,296	7,132,881	2,467,637
Total revenues	**48,196,193**	**50,604,942**	**53,875,665**	**53,151,097**
Expenditures				
Personal Services	30,994,570	33,462,106	32,807,619	36,316,842
Material & Supplies	1,178,282	1,603,293	1,640,389	2,103,839
Purchased Services	3,565,752	3,790,106	3,991,636	4,307,863
Maintenance And Repair	1,558,936	1,828,938	1,843,700	1,998,807
Other Expenditures	5,546,224	7,759,064	7,976,489	10,182,302
Capital Outlay	726,379	1,828,321	1,819,956	418,357
Total expenditures	**43,570,143**	**50,271,828**	**50,079,789**	**55,328,010**
Change in fund balance	4,626,050	333,114	3,795,876	(2,176,913)
Ending fund balance/ working capital	**$ 18,339,905**	**$ 16,023,897**	**$ 22,135,781**	**$ 19,958,868**

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THREE YEAR FUND SUMMARIES BY REVENUE, EXPENDITURES AND FUND BALANCE FY 2022-2023

	MAJOR GOVERNMENTAL FUND GENERAL DEBT SERVICE			
	2020-21 ACTUAL	2021-22 BUDGET	2021-22 ESTIMATE	2022-23 BUDGET
Beginnig fund balance/ working capital	**$ 2,398,154**	**$ 2,201,691**	**$ 2,241,126**	**$ 2,632,298**
Revenues				
Ad Valorem	7,022,924	7,234,969	7,234,969	8,575,013
Other sources	397,249	393,550	393,550	394,550
Total revenues	**7,420,173**	**7,628,519**	**7,628,519**	**8,969,563**
Expenditures				
Debt service	7,577,201	7,237,347	7,237,347	7,512,784
Other Expenditures	-	-	-	324
Total expenditures	**7,577,201**	**7,237,347**	**7,237,347**	**7,513,108**
Change in fund balance	(157,028)	391,172	391,172	1,456,455
Ending fund balance/ working capital	**$ 2,241,126**	**$ 2,592,863**	**$ 2,632,298**	**$ 4,088,753**

THREE YEAR FUND SUMMARIES BY REVENUE, EXPENDITURES AND FUND BALANCE FY 2022-2023

	MAJOR GOVERNMENTAL FUND 4A SALES TAX REVENUE			
	2020-21 ACTUAL	2021-22 BUDGET	2021-22 ESTIMATE	2022-23 BUDGET
Beginnig fund balance/ working capital	**$ 7,793,082**	**$ 2,443,008**	**$ 2,474,806**	**$ 973,149**
Revenues				
Sales Tax	6,157,778	6,128,500	6,910,034	7,117,335
Interest	2,600	25,750	15,000	15,000
Miscellaneous	189,795	188,200	1,168,685	190,000
Total revenues	**6,350,173**	**6,342,450**	**8,093,719**	**7,322,335**
Expenditures				
Personnel Services	301,783	303,574	350,185	487,864
Material & Supplies	8,171	10,750	8,250	5,750
Purchased Services	255,750	304,367	312,758	555,873
Maintenance and Repair	24,525	35,000	27,750	35,000
Transfers out:				
4A Debt	2,393,447	1,990,375	1,990,375	1,826,505
General Fund- Adm.	256,118	366,203	366,203	176,925
Capital	2,045,760	-	-	-
Economic Incentives	385,991	1,112,500	1,112,500	1,375,000
Other Expenditures	149,137	440,355	427,355	499,744
Capital Outlay	5,847,767	5,000,000	5,000,000	-
Total expenditures	**11,668,449**	**9,563,124**	**9,595,376**	**4,962,661**
Change in fund balance	(5,318,276)	(3,220,674)	(1,501,657)	2,359,674
Ending fund balance/ working capital	**$ 2,474,806**	**$ (777,666)**	**$ 973,149**	**$ 3,332,823**

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THREE YEAR FUND SUMMARIES BY REVENUE, EXPENDITURES AND FUND BALANCE FY 2022-2023

	MAJOR GOVERNMENTAL FUND 4B SALES TAX REVENUE			
	2020-21 ACTUAL	2021-22 BUDGET	2021-22 ESTIMATE	2022-23 BUDGET
Beginnig fund balance/ working capital	**$ 4,606,639**	**$ 4,158,317**	**$ 4,941,248**	**$ 5,547,016**
Revenues				
Sales Tax	6,157,778	6,128,500	6,910,034	7,117,335
Interest	795	15,000	15,000	70,000
Transfer In	-	-	-	-
Total revenues	**6,158,573**	**6,143,500**	**6,925,034**	**7,187,335**
Expenditures				
Personal Services	-	193,403	156,449	337,433
Material & Supplies	-	3,900	3,900	20,000
Purchased Services	6,746	3,500	3,500	8,500
Maintenance And Repair	376,336	292,325	277,328	-
Transfers Out				
4B Debt	1,844,545	1,393,675	1,393,675	1,390,800
General Fund- Adm.	10,000	15,450	15,450	153,109
Golf	909,702	1,217,718	1,174,226	1,104,630
PPF	2,676,635	2,715,418	2,706,031	3,130,479
Capital	-		-	-
Economic Incentives	-	412,500	412,500	566,667
Miscellaneous	-	-		-
Other Expenditures	-	176,207	176,207	281,845
Capital Outlay	-	-	-	2,018,400
Total expenditures	**5,823,964**	**6,424,096**	**6,319,266**	**9,011,863**
Change in fund balance	334,609	(280,596)	605,768	(1,824,528)
Ending fund balance/ working capital	**$ 4,941,248**	**$ 3,877,721**	**$ 5,547,016**	**$ 3,722,488**

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THREE YEAR FUND SUMMARIES BY REVENUE, EXPENDITURES AND FUND BALANCE FY 2022-2023

	MAJOR GOVERNMENTAL FUND PARKS PERFORMANCE FUND			
	2020-21 ACTUAL	2021-22 BUDGET	2021-22 ESTIMATE	2022-23 BUDGET
Beginnig fund balance/ working capital	**$ -**	**$ -**	**$ -**	**$ -**
Revenues				
Charges for services	1,095,571	2,014,006	1,650,000	2,000,000
Investment income	645	721	721	721
Contributions	2,676,635	2,715,418	2,706,031	3,130,479
Other Sources	1,988	5,000	-	-
Total revenues	**3,774,839**	**4,735,145**	**4,356,752**	**5,131,200**
Expenditures				
Personnel services	2,159,115	2,809,758	2,283,714	2,603,561
Material & Supplies	144,141	243,162	234,404	218,640
Purchased Services	617,409	545,764	625,061	725,586
Maintenance And Repair	131,247	315,801	324,996	388,837
Other expenditures	494,984	701,555	701,555	974,006
Capital outlay	227,943	191,359	187,022	220,570
Total expenditures	**3,774,839**	**4,807,399**	**4,356,752**	**5,131,200**
Change in fund balance	-	(72,254)	-	-
Ending fund balance/ working capital	**$ -**	**$ (72,254)**	**$ -**	**$ -**

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THREE YEAR FUND SUMMARIES BY REVENUE, EXPENDITURES AND FUND BALANCE FY 2022-2023

	MAJOR GOVERNMENTAL FUND 4A SALES TAX DEBT SERVICE REVENUE			
	2020-21 ACTUAL	2021-22 BUDGET	2021-22 ESTIMATE	2022-23 BUDGET
Beginnig fund balance/ working capital	**$ 285,916**	**$ 286,916**	**$ 286,051**	**$ 286,051**
Revenues				
Interest	134	1,000	-	-
Transfers in	2,393,447	1,990,375	1,990,375	1,826,505
Total revenues	**2,393,581**	**1,991,375**	**1,990,375**	**1,826,505**
Expenditures				
Debt service	2,393,446	1,990,375	1,990,375	1,828,130
Total expenditures	**2,393,446**	**1,990,375**	**1,990,375**	**1,828,130**
Change in fund balance	135	1,000	-	(1,625)
Ending fund balance/ working capital	**$ 286,051**	**$ 287,916**	**$ 286,051**	**$ 284,426**

THREE YEAR FUND SUMMARIES BY REVENUE, EXPENDITURES AND FUND BALANCE FY 2022-2023

	MAJOR GOVERNMENTAL FUND 4B SALES TAX DEBT SERVICE REVENUE			
	2020-21 ACTUAL	2021-22 BUDGET	2021-22 ESTIMATE	2022-23 BUDGET
Beginnig fund balance/ working capital	**$ 465,950**	**$ 473,401**	**$ 465,602**	**$ 464,853**
Revenues				
Interest	385	8,500	-	-
Transfers in	1,844,544	1,393,675	1,393,675	1,390,800
Total revenues	**1,844,929**	**1,402,175**	**1,393,675**	**1,390,800**
Expenditures				
Debt service	1,845,277	1,394,724	1,394,424	1,391,659
Transfers out	-	-	-	-
Total expenditures	**1,845,277**	**1,394,724**	**1,394,424**	**1,391,659**
Change in fund balance	(348)	7,451	(749)	(859)
Ending fund balance/ working capital	**$ 465,602**	**$ 480,852**	**$ 464,853**	**$ 463,994**

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THREE YEAR FUND SUMMARIES BY REVENUE, EXPENDITURES AND FUND BALANCE FY 2022-2023

	NON-MAJOR GOVERNMENTAL FUND HOTEL MOTEL OCCUPANCY TAX FUND			
	2020-21 ACTUAL	2021-22 BUDGET	2021-22 ESTIMATE	2022-23 BUDGET
Beginnig fund balance/ working capital	**$ 697,823**	**$ 596,356**	**$ 902,283**	**$ 858,050**
Revenues				
Hotel Motel Tax	455,114	244,625	455,047	467,776
Investment income	469	1,415	1,415	1,415
Miscellaneous	26,250	20,000	20,000	20,000
Total revenues	**481,833**	**266,040**	**476,462**	**489,191**
Expenditures				
Material & Supplies	-	2,100	2,100	2,100
Purchased services	93,677	78,160	77,060	297,998
Maintenance And Repair	2,200	2,000	2,000	5,000
Other expenditures	181,496	269,535	214,535	284,188
Capital Outlay	-	225,000	225,000	250,000
Total expenditures	**277,373**	**576,795**	**520,695**	**839,286**
Change in fund balance	204,460	(310,755)	(44,233)	(350,095)
Ending fund balance/ working capital	**$ 902,283**	**$ 285,601**	**$ 858,050**	**$ 507,955**

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THREE YEAR FUND SUMMARIES BY REVENUE, EXPENDITURES AND FUND BALANCE FY 2022-2023

	NON-MAJOR GOVERNMENTAL FUND TIF #2 FUND			
	2020-21 ACTUAL	2021-22 BUDGET	2021-22 ESTIMATE	2022-23 BUDGET
Beginnig fund balance/ working capital	**$ 540,429**	**$ 636,189**	**$ 824,283**	**$ 807,995**
Revenues				
TIF- Ad valorem	848,734	955,938	962,680	1,103,298
Miscellaneous	13,579	-	14,000	14,000
Total revenues	**862,313**	**955,938**	**976,680**	**1,117,298**
Expenditures				
Personnel services	88,086	300,879	312,294	322,714
Material & Supplies	-	37,968	33,728	5,500
Purchased services	9,898	13,900	13,929	13,950
Maintenance And Repair	39,545	85,250	125,250	125,000
Other expenditures	43,681	114,217	114,217	160,127
Transfers out	397,249	393,550	393,550	394,550
Total expenditures	**578,459**	**945,764**	**992,968**	**1,021,841**
Change in fund balance	283,854	10,174	(16,288)	95,457
Ending fund balance/ working capital	**$ 824,283**	**$ 646,363**	**$ 807,995**	**$ 903,452**

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THREE YEAR FUND SUMMARIES BY REVENUE, EXPENDITURES AND FUND BALANCE FY 2022-2023

	NON-MAJOR GOVERNMENTAL FUND TIF #3 FUND			
	2020-21 ACTUAL	2021-22 BUDGET	2021-22 ESTIMATE	2022-23 BUDGET
Beginnig fund balance/ working capital	**$ 78,728**	**$ 132,394**	**$ 135,654**	**$ -**
Revenues				
TIF - Ad valorem	56,926	193,142	203,000	-
Total revenues	**56,926**	**193,142**	**203,000**	**-**
Expenditures				
Other expenditures	-	-	338,654	-
Total expenditures	**-**	**-**	**338,654**	**-**
Change in fund balance	56,926	193,142	(135,654)	-
Ending fund balance/ working capital	**$ 135,654**	**$ 325,536**	**$ -**	**$ -**

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THREE YEAR FUND SUMMARIES BY REVENUE, EXPENDITURES AND FUND BALANCE FY 2022-2023

	NON-MAJOR GOVERNMENTAL FUND PID #1 FUND			
	2020-21 ACTUAL	2021-22 BUDGET	2021-22 ESTIMATE	2022-23 BUDGET
Beginnig fund balance/ working capital	**$ 4,577**	**$ -**	**$ 47,804**	**$ 56,804**
Revenues				
Assessment	43,776	60,000	69,000	70,000
Other Sources	-	-	-	-
Total revenues	**43,776**	**60,000**	**69,000**	**70,000**
Expenditures				
Purchased services	549	64,577	60,000	60,000
Other expenditures	-	-	-	1,582
Total expenditures	**549**	**64,577**	**60,000**	**61,582**
Change in fund balance	43,227	(4,577)	9,000	8,418
Ending fund balance/ working capital	**$ 47,804**	**$ (4,577)**	**$ 56,804**	**$ 65,222**

THREE YEAR FUND SUMMARIES BY REVENUE, EXPENDITURES AND FUND BALANCE FY 2022-2023

	NON-MAJOR GOVERNMENTAL FUND PID #2 FUND			
	2020-21 ACTUAL	2021-22 BUDGET	2021-22 ESTIMATE	2022-23 BUDGET
Beginnig fund balance/ working capital	**$ -**	**$ 7,050**	**$ 5,157**	**$ 5,607**
Revenues				
Other Sources	7,500	7,500	7,500	7,500
Total revenues	**7,500**	**7,500**	**7,500**	**7,500**
Expenditures				
Purchased services	2,343	12,206	7,050	7,050
Other expenditures	-	-	-	355
Total expenditures	**2,343**	**12,206**	**7,050**	**7,405**
Change in fund balance	5,157	(4,706)	450	95
Ending fund balance/ working capital	**$ 5,157**	**$ 2,344**	**$ 5,607**	**$ 5,702**

THREE YEAR FUND SUMMARIES BY REVENUE, EXPENDITURES AND FUND BALANCE FY 2022-2023

	NON-MAJOR GOVERNMENTAL FUND PEG FUND REVENUE			
	2020-21 ACTUAL	2021-22 BUDGET	2021-22 ESTIMATE	2022-23 BUDGET
Beginnig fund balance/ working capital	**$ -**	**$ -**	**$ 5,203**	**$ 17,943**
Revenues				
PEG Fees	57,309	60,000	60,000	60,000
Other Sources	185,411	-	-	-
Total revenues	**242,720**	**60,000**	**60,000**	**60,000**
Expenditures				
Purchased services	4,012	3,500	3,500	3,500
Other Expenditures	147,760	3,760	3,760	4,299
Capital outlay	85,745	40,000	40,000	40,000
Total expenditures	**237,517**	**47,260**	**47,260**	**47,799**
Change in fund balance	5,203	12,740	12,740	12,201
Ending fund balance/ working capital	**$ 5,203**	**$ 12,740**	**$ 17,943**	**$ 30,144**

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THREE YEAR FUND SUMMARIES BY REVENUE, EXPENDITURES AND FUND BALANCE FY 2022-2023

	NON-MAJOR GOVERNMENTAL FUND JUVENILE CASE MANAGER FUND REVENUE			
	2020-21 ACTUAL	2021-22 BUDGET	2021-22 ESTIMATE	2022-23 BUDGET
Beginnig fund balance/ working capital	**$ -**	**$ 173,544**	**$ 179,349**	**$ 56,442**
Revenues				
Fines and Forfeitures	32,248	40,000	32,000	32,960
Other Sources	213,041	-	-	
Total revenues	**245,289**	**40,000**	**32,000**	**32,960**
Expenditures				
Personnel services	65,935	925	-	-
Purchased services	-	2,300	-	-
Maintenance And Repair	5	1,500	-	-
Other expenditures	-	154,907	154,907	38,070
Total expenditures	**65,940**	**159,632**	**154,907**	**38,070**
Change in fund balance	179,349	(119,632)	(122,907)	(5,110)
Ending fund balance/ working capital	**$ 179,349**	**$ 53,912**	**$ 56,442**	**$ 51,332**

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REVENUE, EXPENDITURES AND FUND BALANCE
FY 2022-2023

	NON-MAJOR GOVERNMENTAL FUND BUILDING SECURITY FUND REVENUE			
	2020-21 ACTUAL	2021-22 BUDGET	2021-22 ESTIMATE	2022-23 BUDGET
Beginnig fund balance/ working capital	**$ -**	**$ 74,809**	**$ 87,361**	**$ 83,836**
Revenues				
Fines and Forfeitures	30,434	35,000	35,000	35,000
Other Sources	61,694	-	-	-
Total revenues	**92,128**	**35,000**	**35,000**	**35,000**
Expenditures				
Material & Supplies	145	33,525	33,525	33,525
Maintenance And Repair	4,622	5,000	5,000	5,000
Other expenditures	-	-	-	669
Total expenditures	**4,767**	**38,525**	**38,525**	**39,194**
Change in fund balance	87,361	(3,525)	(3,525)	(4,194)
Ending fund balance/ working capital	**$ 87,361**	**$ 71,284**	**$ 83,836**	**$ 79,642**

THREE YEAR FUND SUMMARIES BY REVENUE, EXPENDITURES AND FUND BALANCE FY 2022-2023

	NON-MAJOR GOVERNMENTAL FUND COURT TECHNOLOGY FUND REVENUE			
	2020-21 ACTUAL	2021-22 BUDGET	2021-22 ESTIMATE	2022-23 BUDGET
Beginnig fund balance/ working capital	**$ -**	**$ 140,851**	**$ 147,304**	**$ 92,000**
Revenues				
Fines and Forfeitures	25,555	30,000	30,000	30,000
Other Sources	133,962	-	-	-
Total revenues	**159,517**	**30,000**	**30,000**	**30,000**
Expenditures				
Personnel services	5,130	12,000	5,000	5,000
Purchased services	7,083	11,761	4,000	4,000
Maintenance And Repair	-	-	3,804	-
Other Expenditures	-	24,250	24,250	28,837
Capital outlay	-	48,250	48,250	-
Total expenditures	**12,213**	**96,261**	**85,304**	**37,837**
Change in fund balance	147,304	(66,261)	(55,304)	(7,837)
Ending fund balance/ working capital	**$ 147,304**	**$ 74,590**	**$ 92,000**	**$ 84,163**

THREE YEAR FUND SUMMARIES BY REVENUE, EXPENDITURES AND FUND BALANCE FY 2022-2023

	NON-MAJOR GOVERNMENTAL FUND TIME PAYMENT FUND			
	2020-21 ACTUAL	2021-22 BUDGET	2021-22 ESTIMATE	2022-23 BUDGET
Beginnig fund balance/ working capital	**$ -**	**$ 12,500**	**$ -**	**$ -**
Revenues				
Fines and Forfeitures	50	1,500	-	-
Other Sources	-	-	-	
Total revenues	**50**	**1,500**	**-**	**-**
Expenditures				
Other Expednitures	-	10,000	-	-
Total expenditures	**-**	**10,000**	**-**	**-**
Change in fund balance	50	(8,500)	-	-
Ending fund balance/ working capital	**$ 50**	**$ 4,000**	**$ -**	**$ -**

THREE YEAR FUND SUMMARIES BY REVENUE, EXPENDITURES AND FUND BALANCE FY 2022-2023

	NON-MAJOR GOVERNMENTAL FUND OTHER SPECIAL REVENUE FUNDS			
	2020-21 ACTUAL	2021-22 BUDGET	2021-22 ESTIMATE	2022-23 BUDGET
Beginnig fund balance/ working capital	**$ -**	**$ -**	**$ 562**	**$ 99,879**
Revenues				
Public Safety	432,776	-	57,880	11,700
Public Works	15,861	-	110,488	18,000
Culture & Recreation	54,864	-	73,930	24,100
Total revenues	**503,501**	**-**	**242,298**	**53,800**
Expenditures				
Personnel Services	8,255	-	2,500	17,300
Material & Supplies	40,754	-	27,883	19,000
Purchased Services	323	-	4,000	10,700
Maintenance and Repair	287	-	400	-
Other Expednitures	444,130	-	108,198	12,000
Capital outlay	9,190	-	-	-
Total expenditures	**502,939**	**-**	**142,981**	**59,000**
Change in fund balance	562	-	99,317	(5,200)
Ending fund balance/ working capital	**$ 562**	**$ -**	**$ 99,879**	**$ 94,679**

THREE YEAR FUND SUMMARIES BY REVENUE, EXPENDITURES AND FUND BALANCE FY 2022-2023

	MAJOR PROPRIETARY FUND WATER & WASTEWATER FUND			
	2020-21 ACTUAL	2021-22 BUDGET	2021-22 ESTIMATE	2022-23 BUDGET
Beginnig fund balance/ working capital	**$ 9,773,851**	**$ 10,686,693**	**$ 10,503,081**	**$ 12,565,873**
Revenues				
Charges for Services	21,803,434	22,926,362	23,084,745	23,550,739
Interest	10,842	80,000	50,000	250,000
Misc	91,645	97,469	89,469	89,469
Other sources	1,729,170	1,916,381	2,396,381	1,973,881
Total revenues	**23,635,091**	**25,020,212**	**25,620,595**	**25,864,089**
Expenditures				
Personnel services	1,937,583	2,247,277	2,308,920	3,061,757
Material & Supplies	157,122	180,540	131,109	141,223
Purchased Services	8,439,222	9,769,366	8,774,816	9,556,422
Maintenance And Repair	216,141	188,698	213,154	319,883
Other expenditures	3,991,505	3,252,713	3,252,713	3,042,809
Capital outlay	143,304	832,600	832,600	947,944
Debt services	6,336,471	6,300,422	6,300,422	6,760,759
Franchise fee	881,504	795,430	819,069	835,451
Pilot	803,009	907,949	925,000	952,750
Total expenditures	**22,905,861**	**24,474,995**	**23,557,803**	**25,618,998**
Change in fund balance	729,230	545,217	2,062,792	245,091
Ending fund balance/ working capital	**$ 10,503,081**	**$ 11,231,910**	**$ 12,565,873**	**$ 12,810,964**

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THREE YEAR FUND SUMMARIES BY REVENUE, EXPENDITURES AND FUND BALANCE FY 2022-2023

	MAJOR PROPRIETARY FUND HIDDEN CREEK GOLF COURSE FUND			
	2020-21 ACTUAL	2021-22 BUDGET	2021-22 ESTIMATE	2022-23 BUDGET
Beginnig fund balance/ working capital	**$ -**	**$ -**	**$ -**	**$ -**
Revenues				
Charges for services	1,519,981	1,551,119	1,750,000	1,802,500
Investment income	112	20	60	-
Contributions	547,624	846,315	802,823	731,114
Other sources	373,619	375,903	375,903	380,586
Total revenues	**2,441,336**	**2,773,357**	**2,928,786**	**2,914,200**
Expenditures				
Personnel services	1,102,329	1,180,067	1,191,516	1,231,194
Material & Supplies	130,643	115,746	108,819	136,546
Purchased Services	410,918	376,889	377,474	391,484
Maintenance And Repair	94,905	197,154	199,654	72,950
Other expenditures	341,514	545,752	544,952	705,940
Capital outlay	-	135,250	134,468	-
Debt services	361,027	371,903	371,903	376,086
Total expenditures	**2,441,336**	**2,922,761**	**2,928,786**	**2,914,200**
Change in fund balance	-	(149,404)	-	-
Ending fund balance/ working capital	**$ -**	**$ (149,404)**	**$ -**	**$ -**

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THREE YEAR FUND SUMMARIES BY REVENUE, EXPENDITURES AND FUND BALANCE FY 2022-2023

	MAJOR PROPRIETARY FUND EQUIPMENT SERVICE FUND REVENUE			
	2020-21 ACTUAL	2021-22 BUDGET	2021-22 ESTIMATE	2022-23 BUDGET
Beginnig fund balance/ working capital	**$ 148,468**	**$ 141,602**	**$ 82,167**	**$ (149,917)**
Revenues				
Charges for services	454,688	1,314,361	1,314,361	2,185,524
Investment income	120	400	-	-
Other sources	-	-	-	-
Total revenues	**454,808**	**1,314,761**	**1,314,361**	**2,185,524**
Expenditures				
Personnel services	319,302	402,808	389,617	504,194
Material & Supplies	60,723	23,115	23,465	23,115
Purchased Services	84,887	611,892	563,109	736,404
Maintenance And Repair	7,976	478,858	478,858	490,203
Other expenditures	48,221	91,396	91,396	269,723
Capital outlay	-	-	-	-
Total expenditures	**521,109**	**1,608,069**	**1,546,445**	**2,023,639**
Change in fund balance	(66,301)	(293,308)	(232,084)	161,885
Ending fund balance/ working capital	**$ 82,167**	**$ (151,706)**	**$ (149,917)**	**$ 11,968**

THREE YEAR FUND SUMMARIES BY REVENUE, EXPENDITURES AND FUND BALANCE FY 2022-2023

	MAJOR PROPRIETARY FUND EQUIPMENT REPLACEMENT FUND (GOV)			
	2020-21 ACTUAL	2021-22 BUDGET	2021-22 ESTIMATE	2022-23 BUDGET
Beginnig fund balance/ working capital	**$ 4,686,880**	**$ 4,662,584**	**$ 5,943,701**	**$ 3,549,503**
Revenues				
Investment income	7,911	45,000	20,000	25,000
Contributions	1,678,171	1,721,802	1,721,802	2,954,042
Other Sources	69,750	-	-	-
Total revenues	**1,755,832**	**1,766,802**	**1,741,802**	**2,979,042**
Expenditures				
Other expenditures	-	3,000,000	3,000,000	4,658
Capital outlay	499,011	2,008,937	1,136,000	2,457,000
Total expenditures	**499,011**	**5,008,937**	**4,136,000**	**2,461,658**
Change in fund balance	1,256,821	(3,242,135)	(2,394,198)	517,384
Ending fund balance/ working capital	**$ 5,943,701**	**$ 1,420,449**	**$ 3,549,503**	**$ 4,066,887**

THREE YEAR FUND SUMMARIES BY REVENUE, EXPENDITURES AND FUND BALANCE FY 2022-2023

	MAJOR PROPRIETARY FUND EQUIPMENT REPLACEMENT FUND (PROP)			
	2020-21 ACTUAL	2021-22 BUDGET	2021-22 ESTIMATE	2022-23 BUDGET
Beginnig fund balance/ working capital	**$ 1,230,357**	**$ 1,341,677**	**$ 1,477,998**	**$ 652,154**
Revenues				
Investment income	1,391	15,000	5,000	5,000
Contributions	391,059	520,192	520,192	435,354
Other Sources	4,000	-	-	-
Total revenues	**396,450**	**535,192**	**525,192**	**440,354**
Expenditures				
Transfer to Water & Sewer	-	1,000,000	1,000,000	-
Other expenditures	-	-	-	1,336
Capital outlay	148,809	450,170	351,036	388,500
Total expenditures	**148,809**	**1,450,170**	**1,351,036**	**389,836**
Change in fund balance	247,641	(914,978)	(825,844)	50,518
Ending fund balance/ working capital	**$ 1,477,998**	**$ 426,699**	**$ 652,154**	**$ 702,672**

THREE YEAR FUND SUMMARIES BY REVENUE, EXPENDITURES AND FUND BALANCE FY 2022-2023

	MAJOR PROPRIETARY FUND SUPPORT SERVICES FUND			
	2020-21 ACTUAL	2021-22 BUDGET	2021-22 ESTIMATE	2022-23 BUDGET
Beginnig fund balance/ working capital	**$ 892,856**	**$ 312,828**	**$ 732,137**	**$ 444,769**
Revenues				
Charges for services	2,285,977	5,052,104	5,064,781	5,340,000
Investment income	660	6,000	2,000	-
Other sources	100,726	-	-	-
Total reveneus	**2,387,363**	**5,058,104**	**5,066,781**	**5,340,000**
Expenditures				
Personnel services	1,187,219	1,416,265	1,410,422	1,709,257
Material & Supplies	199,328	229,250	229,250	677,651
Purchased Services	142,918	534,697	355,175	254,311
Maintenance And Repair	737,719	1,127,196	1,070,085	1,191,463
Other expenditures	3,540	3,540	3,540	282,421
Capital outlay	277,358	2,201,978	2,285,677	1,586,626
Total expenditures	**2,548,082**	**5,512,926**	**5,354,149**	**5,701,729**
Change in fund balance	(160,719)	(454,822)	(287,368)	(361,729)
Ending fund balance/ working capital	**$ 732,137**	**$ (141,994)**	**$ 444,769**	**$ 83,040**

THREE YEAR FUND SUMMARIES BY REVENUE, EXPENDITURES AND FUND BALANCE FY 2021-2022

	NON-MAJOR GOVERNMENTAL FUND SOLID WASTE FUND			
	2019-20 ACTUAL	2020-21 BUDGET	2020-21 ESTIMATE	2022-23 BUDGET
Beginnig fund balance/ working capital	**$ 1,683,064**	**$ 1,401,132**	**$ 1,344,332**	**$ 1,002,358**
Revenues				
Charges for services	3,242,900	3,341,609	3,341,609	3,408,411
Investment income	1,818	15,000	10,000	10,000
Total revenues	**3,244,718**	**3,356,609**	**3,351,609**	**3,418,411**
Expenditures				
Material & Supplies	10,937	11,000	11,132	11,000
Purchased Services	2,995,453	3,104,575	3,104,768	3,410,369
Other expenditures	340,572	314,019	312,683	214,701
Franchise	236,488	243,583	265,000	243,583
Total expenditures	**3,583,450**	**3,673,177**	**3,693,583**	**3,879,653**
Change in fund balance	(338,732)	(316,568)	(341,974)	(461,242)
Ending fund balance/ working capital	**$ 1,344,332**	**$ 1,084,564**	**$ 1,002,358**	**$ 541,116**

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THREE YEAR FUND SUMMARIES BY REVENUE, EXPENDITURES AND FUND BALANCE FY 2022-2023

	NON-MAJOR GOVERNMENTAL FUND CEMETERY OPERATIONS FUND			
	2020-21 ACTUAL	2021-22 BUDGET	2021-22 ESTIMATE	2022-23 BUDGET
Beginnig fund balance/ working capital	**$ 232,855**	**$ 243,051**	**$ 205,770**	**$ 215,991**
Revenues				
Charges for services	42,431	30,000	30,000	30,000
Investment income	(25)	746	746	746
Total revenues	**42,406**	**30,746**	**30,746**	**30,746**
Expenditures				
Material & Supplies	64,488	-	-	-
Purchased services	5,003	20,550	20,525	20,522
Other expenditures	-	-	-	3,244
Total expenditures	**69,491**	**20,550**	**20,525**	**23,766**
Change in fund balance	(27,085)	10,196	10,221	6,980
Ending fund balance/ working capital	**$ 205,770**	**$ 253,247**	**$ 215,991**	**$ 222,971**

THREE YEAR FUND SUMMARIES BY REVENUE, EXPENDITURES AND FUND BALANCE FY 2022-2023

	NON-MAJOR GOVERNMENTAL FUND CEMETERY ROYALTY FUND			
	2020-21 ACTUAL	2021-22 BUDGET	2021-22 ESTIMATE	2022-23 BUDGET
Beginnig fund balance/ working capital	**$ 1,276,991**	**$ 436,456**	**$ 1,291,743**	**$ 1,310,493**
Revenues				
Investment income	1,202	10,000	10,000	10,000
Other sources	14,259	16,500	16,500	16,500
Total revenues	**15,461**	**26,500**	**26,500**	**26,500**
Expenditures				
Purchased services	709	7,750	7,750	7,750
Other expenditures	-	-	-	-
Capital outlay	-	-	-	-
Total expenditures	**709**	**7,750**	**7,750**	**7,750**
Change in fund balance	14,752	18,750	18,750	18,750
Ending fund balance/ working capital	**$ 1,291,743**	**$ 455,206**	**$ 1,310,493**	**$ 1,329,243**

THREE YEAR FUND SUMMARIES BY REVENUE, EXPENDITURES AND FUND BALANCE FY 2022-2023

	NON-MAJOR GOVERNMENTAL FUND CEMETERY ENDOWMENT FUND			
	2020-21 ACTUAL	2021-22 BUDGET	2021-22 ESTIMATE	2022-23 BUDGET
Beginnig fund balance/ working capital	**$ 136,969**	**$ 144,469**	**$ 149,625**	**$ 157,125**
Revenues				
Charges for services	12,656	7,500	7,500	7,500
Total revenues	**12,656**	**7,500**	**7,500**	**7,500**
Expenditures				
Other expenditures	-	-	-	-
Total expenditures	**-**	**-**	**-**	**-**
Change in fund balance	12,656	7,500	7,500	7,500
Ending fund balance/ working capital	**$ 149,625**	**$ 151,969**	**$ 157,125**	**$ 164,625**

THREE YEAR FUND SUMMARIES BY REVENUE, EXPENDITURES AND FUND BALANCE FY 2022-2023

	NON-MAJOR GOVERNMENTAL FUND HEALTH INSURANCE FUND			
	2020-21 ACTUAL	2021-22 BUDGET	2021-22 ESTIMATE	2022-23 BUDGET
Beginnig fund balance/ working capital	**$ -**	**$ 3,514,245**	**$ 3,184,194**	**$ 3,888,529**
Revenues				
Charges for services	5,508,872	5,619,357	5,619,357	5,619,357
Investment income	7,019	12,000	12,000	12,000
Other sources	2,414,309	-	-	-
Total revenues	**7,930,200**	**5,631,357**	**5,631,357**	**5,631,357**
Expenditures				
Claims	3,502,545	3,367,418	3,536,071	3,785,648
Purchased services	1,243,461	1,409,109	1,384,951	1,417,122
Other expenditures	-	1,612	6,000	482,423
Total expenditures	**4,746,006**	**4,778,139**	**4,927,022**	**5,685,193**
Change in fund balance	3,184,194	853,218	704,335	(53,836)
Ending fund balance/ working capital	**$ 3,184,194**	**$ 4,367,463**	**$ 3,888,529**	**$ 3,834,693**

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FINANCING ALTERNATIVES CURRENTLY IN USE BY THE CITY OF BURLESON

Types of Financing	Applications	Positive Points	Negative Points
Pay as You Go-Current Operating Revenues			
Financing capital purchases out of current revenues during the life of the project.	Recurring expenses (vehicles) or small projects	No interest or issuance costs; lesser demands on management's time and shorter time period necessary to initiate projects	Not normally feasible for larger projects;possibly slower completion of projects; current users paying to benefit future users.
General Obligation Bonds			
Faith and credit financings requiring preparation of offering statements and bond ratings.	Medium and large projects	Lowest interest rate, flexible terms;no restrictive covenants involved;requires voter approval confirming public support.	Issuance costs higher than short term type of financing, but lower than revenue bonds;requires time and expense for voter approval.
Revenue Bonds			
Pledge of designated future revenues; requires preparation of complex offering statements, bond ratings and feasibility studies.	Large projects	Not faith and credit pledged; voter approval not required.	High interest and issuance costs; restrictive covenants involved; evidence of public support not obtained.
Combination Tax & Revenue Certificates of Obligations			
Direct obligations of the City, payable from the levy and collection of a direct and continuing ad valorem tax. May also be secured by a limited pledge of surplus net revenues of the City.	Large projects	Not faith and credit pledged; voter approval not required.	Higher interest and issuance cost; restrictive covenants involved; evidence of public support not obtained.

THE CITY OF

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General Government 5 Year CIP Plan
2022 GO Bond Program

Project Name	FY2023	FY2024	FY2025	FY2026	FY2027	Total
SH174 Traffic Signal Improvements	$ 1,861,123	$ -	$ -	$ -	$ -	$ 1,861,123
Neighborhood Street Rebuild	$ 825,833	$ 750,000	$ 750,000	$ 750,000	$ -	$ 3,075,833
Alsbury- Hulen to CR 1020		$ 6,434,496		$ -	$ -	$ 6,434,496
Sidewalk program	$ 446,946	$ 200,000	$ 200,000	$ 200,000	$ 170,000	$ 1,216,946
Dual LT Lakewood at SH174 Intersection Improvement	$ 85,000	$ -	$ -	$ -	$ -	$ 85,000
Police Expansion	$ 3,600,000	$ 16,407,500	$ 16,409,500	$ -	$ -	$ 36,417,000
CR 1020 (Alsbury) Widening (design)	$ 2,500,000	$ -	$ -			$ 2,500,000
SH174 Widening (Schematic and Env)	$ -	$ 430,000	$ -	$ -	$ -	$ 430,000
Hulen at Wilshire Intersection	$ -	$ -	$ 200,000	$ 1,501,027	$ -	$ 1,701,027
Hulen Widening (SH174 to Candler)	$ -	$ -	$ 1,800,000	$ 6,003,653	$ -	$ 7,803,653
Hillside Dr. Elk Dr & FM731		$ -	$ 200,000	$ 836,509	$ -	$ 1,036,509
Fire Station	$ -	$ -	$ -	$ 2,500,000	$ 13,443,000	$ 15,943,000
FM1902 Pedestrian Mobility	$ -	$ -	$ -	$ 300,000	$ 1,189,901	$ 1,489,901
Wilshire Blvd (SH174) Construction Documents from Hulen to City Limits	$ -	$ -	$ -	$ 1,900,000	$ -	$ 1,900,000
E Renfro (FM3391)Widening PS&E	$ -		$ -	$ -	$ 2,697,512	$ 2,697,512
Bonds	**$ 9,318,902**	**$ 24,221,996**	**$ 19,559,500**	**$ 13,991,189**	**$ 17,500,413**	**$ 84,592,000**

Note: $1,413,000 proposed to be issued in FY2022

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Parks and Golf 5 Year CIP Plan

Project	FY 23	FY 24	FY 25	FY 26	FY 27	Total
Parks						
Park Refurbishments						
Bartlett Playground					300,000	300,000
Cedar Ridge		200,000				200,000
Cindy Park						0
Elk Ridge	220,000					220,000
Heberle					235,000	235,000
Meadow Crest				220,000		220,000
Mistletoe		300,000				300,000
Oak Valley	500,000					500,000
Wakefield	200,000					200,000
Warren					500,000	500,000
Sport Fields						
Bartlett Field Regrading	1,500,000					1,500,000
Chisenhall Field Turf and Lighting	500,000	500,000	500,000	500,000	500,000	2,500,000
Hidden Creek Softball Relocation	250,000	2,000,000				2,250,000
Trails, Parking and Infrastructure						
Bailey Lake Low Water Crossing			220,000			220,000
Chisenhall and Bailey Lake Parking	2,001,000					2,001,000
Oak Valley Trail-Scott Street Trailhead		500,000				500,000
Village Creek Trail Phase IV		685,000				685,000
Village Creek Trail Phase III	2,417,160					2,417,160
Signage						
Park Monument Signs	65,000	65,000	65,000	65,000	65,000	325,000
City Wide Monument Signs	200,000	200,000				400,000
New Construction						
Shannon Creek Park	3,327,763					3,327,763
Community Park	4,000,000	500,000				4,500,000
Unplanned Park Improvements	50,000	50,000	50,000	50,000	50,000	250,000

Parks and Golf 5 Year CIP Plan (Continued)

BRiCk						
Upgrade A/C Control system and ventilation	500,000					500,000
Replace roof			1,000,000			1,000,000
Retiling of pool part room and family changing areas	62,000					62,000
Addition of Dry Sauna				380,000		380,000
Replacement of entry monument sign					35,000	35,000
Remodel of entryway (Admin, Kiosk, Rockwall and lighting)	125,000					125,000
Golf						
Monument Sign	28,750					28,750
Tee and Wayfinding signage		25,000				25,000
Bunkers						
Bunkers (1,16,17,18)	89,500					89,500
Bunkers (11,5,6,7,9)		97,750				97,750
Bunkers (2,3,4)			44,000			44,000
Bunkers (10,12)				30,800		30,800
Bunkers (13,14)					34,000	34,000
Tree Work						
Tree Removal and Limb up (Creek, 4,14)	49,000					49,000
Tree Removal and Limb up (7,9,10)				45,000		45,000
Tree Removal and Limb up (1,18)			45,000			45,000
Turf Improvements						
Range side (9) (shape, sod, cart path, trees)		45,000				45,000
Greens resurface (all 18) (remove and replace top 6' of material)					375,000	375,000
Ponds and Irrigation						
Pond Renovation bentonite/fountains (4,5,15)				85,000		85,000
Floating Intake Pipe Replacement			16,750			16,750
Park Total	15,230,923	5,000,000	835,000	835,000	1,650,000	23,550,923
BRiCk Total	687,000	0	1,000,000	380,000	35,000	2,102,000
Golf Total	167,250	167,750	105,750	160,800	409,000	1,010,550
Contingency/Escalation 5%	804,259	258,388	97,038	68,790	104,700	1,333,174
Total	**16,889,432**	**5,426,138**	**2,037,788**	**1,444,590**	**2,198,700**	**27,996,647**
Available Funding	1,975,000	204,033	105,750	160,800	409,000	2,854,583
Debt Sale	14,914,432	5,222,105	1,932,038	1,283,790	1,789,700	25,142,064
Total	**16,889,432**	**5,426,138**	**2,037,788**	**1,444,590**	**2,198,700**	**27,996,647**

4A 5 Year CIP Plan

4A Projects	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	Total
New Industrial Park	$ 5,000,000	$ 5,000,000	$ 10,000,000	$ -	$ -	$ 20,000,000
Chisolm Summit Infrastructure	$ 25,000,000	$ 10,000,000	$ -	$ -	$ -	$ 35,000,000
Total Projects	**$ 30,000,000**	**$ 15,000,000**	**$ 10,000,000**	**$ -**	**$ -**	**$ 55,000,000**
4A Bonds	$ 30,000,000	$ 15,000,000	$ 10,000,000	$ -	$ -	$ 55,000,000

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W&S 5 Year CIP Plan

Water Project	2023	2024	2025	2026	2027	TOTAL
Water Line Rehabilitation	$ 2,000,000	$ 2,000,000	$ 2,000,000	$ 2,000,000	$ 2,000,000	**$ 10,000,000**
Industrial Blvd Pump Station Expansion & Alsbury Pump Station Decomm	$ 1,288,380	$ 5,337,652	$ -	$ -	$ -	**$ 6,626,032**
Security Upgrades	$ 350,000	$ -	$ -	$ -	$ -	**$ 350,000**
AMI Feasibility Study	$ 200,000	$ -	$ -	$ -	$ -	**$ 200,000**
12" Willow Creek Waterline Looping	$ 154,625	$ 795,204	$ -	$ -	$ -	**$ 949,829**
Rate Model	$ 150,000	$ -	$ -	$ -	$ -	**$ 150,000**
Hulen Ground Storage Tank Rehabilitation	$ -	$ 1,438,743	$ -	$ -	$ -	**$ 1,438,743**
8" Village Creek Waterline Looping	$ -	$ -	$ 819,402	$ -	$ -	**$ 819,402**
Mountain Valley EST and GST Demolition	$ -	$ -	$ 690,602	$ -	$ -	**$ 690,602**
16" Hulen Street Waterline	$ -	$ -	$ 464,889	$ 3,299,185	$ -	**$ 3,764,074**
12" Waterline Loop for Mountain Valley	$ -	$ -	$ 236,154	$ 1,068,516	$ -	**$ 1,304,670**
12" Water Line from Wilshire to John Jones (Future Hulen)	$ -	$ -	$ 223,058	$ 1,261,800	$ -	**$ 1,484,858**
Offsite Water Supply from Fort Worth	$ -	$ -	$ -	$ 12,043,803	$ -	**$ 12,043,803**
Hulen Pump Station Expansion	$ -	$ -	$ -	$ 379,254	$ 2,692,203	**$ 3,071,457**
Turkey Peak Elevated Storage Tank Rehabilitation	$ -	$ -	$ -	$ -	$ 198,950	**$ 198,950**
8" County Road 715 Water Line Looping	$ -	$ -	$ -	$ -	$ 99,003	**$ 99,003**
TOTAL	**$ 4,143,005**	**$ 9,571,599**	**$ 4,434,105**	**$ 20,052,558**	**$ 4,990,156**	**$ 43,191,423**

Sewer Project	2023	2024	2025	2026	2027	TOTAL
Sewer Line Rehabilitation	$ 3,000,000	$ 3,000,000	$ 3,000,000	$ 3,000,000	$ 3,000,000	**$ 15,000,000**
Trunk Relief Line (Town Creek Basin Parallel Buildout Interceptors)	$ 2,493,569	$ 13,809,396	$ -	$ -	$ -	**$ 16,302,965**
Gateway Station Lift Station Rehabilitation	$ 97,266	$ 832,984	$ -	$ -	$ -	**$ 930,250**
Parkview Dr Sewer Upsizing to 10"	$ -	$ -	$ 136,323	$ 969,870	$ -	**$ 1,106,193**
12" WasteWater line Replacement in Village Creek Basin (Golf Course)	$ -	$ -	$ -	$ 173,017	$ 1,230,107	**$ 1,403,124**
TOTAL	**$ 5,590,835**	**$ 17,642,380**	**$ 3,136,323**	**$ 4,142,887**	**$ 4,230,107**	**$ 34,742,532**

Total Water & Sewer Projects	**$ 9,733,840**	**$ 27,213,979**	**$ 7,570,428**	**$ 24,195,445**	**$ 9,220,263**	**$ 77,933,955**
Total Cash Funding	$ 700,000	$ -	$ -	$ -	$ -	$ 700,000
Total W&S Bonds	$ 9,033,840	$ 27,213,979	$ 7,570,428	$ 24,195,445	$ 9,220,263	$ 77,233,955
Total	**$ 9,733,840**	**$ 27,213,979**	**$ 7,570,428**	**$ 24,195,445**	**$ 9,220,263**	**$ 77,933,955**

Additional Capital Projects

Additonal Projects	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	TOTAL
Fire Station 2 Improvements	$ 300,000	$ 1,700,000	$ -	$ -	$ -	**$ 2,000,000**
City Hall Renovations	$ 1,500,000	$ -	$ -	$ -	$ -	**$ 1,500,000**
Alsbury Phase 1 Widening - Candler to Hulen	$ 323,545	$ 3,500,000	$ -	$ -	$ -	**$ 3,823,545**
Alsbury Design and ROW Acquisition (additional to GO Bond project)	$ -	$ 1,833,091	$ -	$ -	$ -	**$ 1,833,091**
Hulen 4-Lane Expansion (additional to GO Bond project)	$ -	$ -	$ -	$ 3,630,029	$ -	**$ 3,630,029**
Renfro Street & Johnson Avenue Pedestrian Improvement	$ 192,497	$ -	$ -	$ -	$ -	**$ 192,497**
Village Creek Parkway Expansion (Tarrant County Bond 50% Match)	$ -	$ -	$ -	$ -	$ 3,501,839	**$ 3,501,839**
Wicker Hill Rd & Greenridge Dr Road Reconstruction		$ -	$ 949,045	$ 4,040,465		**$ 4,989,510**
Hidden Vistas Extention to CR714					$ 1,575,349	**$ 1,575,349**
Additional Pavement Rehab			$ 808,198			**$ 808,198**
TOTAL	**$ 2,316,042**	**$ 7,033,091**	**$ 1,757,243**	**$ 7,670,494**	**$ 5,077,188**	**$ 23,854,058**
Sources						
Impact Fees	$ 241,871	$ -	$ 949,045	$ -	$ 2,064,645	$ 3,255,561
TIF 2 cash funding	$ 192,497	$ -	$ -	$ -	$ -	$ 192,497
GF Cash funding	$ 1,500,000	$ 1,833,091	$ 808,198	$ 846,168	$ 3,012,543	$ 8,000,000
TIF 3 (dissolved) debt capacity	$ 81,674	$ 3,500,000	$ -	$ 6,824,326	$ -	$ 10,406,000
Excess debt capacity	$ 300,000	$ 1,700,000	$ -	$ -	$ -	$ 2,000,000
TOTAL	**$ 2,316,042**	**$ 7,033,091**	**$ 1,757,243**	**$ 7,670,494**	**$ 5,077,188**	**$ 23,854,058**

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5 Year Capital Improvement Program Summary

Category	2023	2024	2025	2026	2027	TOTAL
General Government Capital Improvement Plan	$ 9,318,902	$ 24,221,996	$ 19,559,500	$ 13,991,189	$ 17,500,413	$ 84,592,000
4B - Parks and Golf Capital Improvement Plan	$ 16,889,432	$ 5,426,138	$ 2,037,788	$ 1,444,590	$ 2,198,700	$ 27,996,647
4A - Ecomomic Development Capital Improvement Plan	$ 30,000,000	$ 15,000,000	$ 10,000,000	$ -	$ -	$ 55,000,000
Water and Sewer Capital Improvement Plan	$ 9,733,840	$ 27,213,979	$ 7,570,428	$ 24,195,445	$ 9,220,263	$ 77,933,955
Additional Capital Projects	$ 2,316,042	$ 7,033,091	$ 1,757,243	$ 7,670,494	$ 5,077,188	$ 23,854,058
Total	**$ 68,258,216**	**$ 78,895,204**	**$ 40,924,959**	**$ 47,301,718**	**$ 33,996,564**	**$ 269,376,660**
Available Funds	$ 4,609,368	$ 2,037,124	$ 1,862,993	$ 1,006,968	$ 5,486,188	$ 15,002,641
Bond Issue	$ 63,648,848	$ 76,858,080	$ 39,061,966	$ 46,294,750	$ 28,510,376	$ 254,374,019
Total	**$ 68,258,216**	**$ 78,895,204**	**$ 40,924,959**	**$ 47,301,718**	**$ 33,996,564**	**$ 269,376,660**

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THE CITY OF

BURLESON

TEXAS

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CITY OF BURLESON
TAX SUPPORTED
GENERAL LONG TERM DEBT
PRINCIPAL AND INTEREST REQUIREMENTS
As of September 30, 2022

YEAR	PRINCIPAL	INTEREST	TOTAL REQUIREMENT
2023	4,826,741	2,175,493	7,002,234
2024	5,202,391	1,960,796	7,163,186
2025	5,493,603	1,732,147	7,225,750
2026	4,781,545	1,501,486	6,283,030
2027	4,553,971	1,280,976	5,834,947
2028	4,173,971	1,078,542	5,252,513
2029	3,103,824	920,873	4,024,697
2030	3,228,824	789,077	4,017,901
2031	2,751,251	662,856	3,414,107
2032	2,876,251	547,875	3,424,126
2033	2,945,000	432,541	3,377,541
2034	3,070,000	314,941	3,384,941
2035	2,355,000	215,963	2,570,963
2036	1,985,000	142,778	2,127,778
2037	1,530,000	84,531	1,614,531
2038	1,230,000	41,850	1,271,850
2039	700,000	13,300	713,300
2040	185,000	1,850	186,850
TOTAL	$ 54,992,370	$ 13,897,873	$ 68,890,242

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CITY OF BURLESON
TIF
GENERAL LONG TERM DEBT
PRINCIPAL AND INTEREST REQUIREMENTS
As of September 30, 2022

YEAR	PRINCIPAL	INTEREST	TOTAL REQUIREMENT
2023	230,000	164,550	394,550
2024	240,000	155,150	395,150
2025	250,000	145,350	395,350
2026	260,000	135,150	395,150
2027	270,000	124,550	394,550
2028	280,000	113,550	393,550
2029	290,000	103,600	393,600
2030	305,000	94,675	399,675
2031	310,000	85,450	395,450
2032	320,000	76,000	396,000
2033	330,000	66,044	396,044
2034	335,000	55,444	390,444
2035	350,000	44,313	394,313
2036	365,000	32,466	397,466
2037	375,000	19,978	394,978
2038	390,000	6,825	396,825
2039	-	-	-
TOTAL	$ 4,900,000	$ 1,423,094	$ 6,323,094

BURLESON 4B COMMUNITY SERVICES DEVELOPMENT CORPORTATION
LONG TERM DEBT
PRINCIPAL AND INTEREST REQUIREMENTS
As of September 30, 2022

YEAR	PRINCIPAL	INTEREST	TOTAL REQUIREMENT
2023	1,015,000	375,800	1,390,800
2024	1,050,000	332,888	1,382,888
2025	1,100,000	287,475	1,387,475
2026	1,155,000	235,075	1,390,075
2027	1,045,000	181,100	1,226,100
2028	1,100,000	129,375	1,229,375
2029	300,000	97,175	397,175
2030	310,000	84,825	394,825
2031	325,000	71,950	396,950
2032	335,000	58,550	393,550
2033	355,000	44,550	399,550
2034	365,000	29,950	394,950
2035	380,000	15,675	395,675
2036	170,000	5,400	175,400
2037	25,000	1,750	26,750
2038	25,000	1,250	26,250
2039	25,000	750	25,750
2040	25,000	250	25,250
TOTAL	$ 9,105,000	$ 1,953,788	$ 11,058,788

BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION
LONG TERM DEBT
PRINCIPAL AND INTEREST REQUIREMENTS
As of September 30, 2022

YEAR	PRINCIPAL	INTEREST	TOTAL REQUIREMENT
2023	1,463,402	363,103	1,826,505
2024	1,349,038	315,726	1,664,763
2025	1,466,684	269,877	1,736,561
2026	863,456	229,039	1,092,495
2027	896,029	194,059	1,090,088
2028	931,029	157,071	1,088,100
2029	571,176	128,021	699,197
2030	596,176	105,898	702,074
2031	618,750	81,400	700,149
2032	643,750	55,875	699,624
2033	625,000	30,175	655,175
2034	350,000	8,750	358,750
TOTAL	$ 10,374,488	$ 1,938,994	$ 12,313,482

CITY OF BURLESON
WATER AND WASTEWATER
PRINCIPAL AND INTEREST REQUIREMENTS
As of September 30, 2022

YEAR	PRINCIPAL	INTEREST	REQUIREMENT
2023	4,625,000	1,682,757	6,307,757
2024	4,790,000	1,526,491	6,316,491
2025	4,505,000	1,362,105	5,867,105
2026	4,155,000	1,200,612	5,355,612
2027	3,760,000	1,053,486	4,813,486
2028	3,145,000	924,965	4,069,965
2029	2,930,000	817,640	3,747,640
2030	3,040,000	716,292	3,756,292
2031	3,155,000	608,022	3,763,022
2032	2,815,000	498,294	3,313,294
2033	2,610,000	394,756	3,004,756
2034	2,560,000	296,403	2,856,403
2035	2,235,000	209,653	2,444,653
2036	1,955,000	137,988	2,092,988
2037	1,595,000	79,256	1,674,256
2038	1,140,000	37,625	1,177,625
2039	590,000	13,050	603,050
2040	280,000	2,800	282,800
TOTAL	$ 49,885,000	$ 11,562,192	$ 61,447,192

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CITY OF BURLESON
HIDDEN CREEK GOLF COURSE
PRINCIPAL AND INTEREST REQUIREMENTS
As of September 30, 2022

YEAR	PRINCIPAL	INTEREST	REQUIREMENT
2023	339,857	35,729	375,586
2024	348,572	21,960	370,532
2025	374,714	7,494	382,208
2026	-	-	-
2027	-	-	-
2028	-	-	-
2029	-	-	-
2030	-	-	-
2031	-	-	-
2032	-	-	-
2033	-	-	-
2034	-	-	-
TOTAL	$ 1,063,143	$ 65,183	$ 1,128,326

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DETAILED DEPARTMENTAL BUDGETED FTEs

Fund/ Dept#	Department	FY 2021	FY 2022	FY2023	DIFFERENCE	EXPLANATION
001-1011	City Manager	3	3	2	**-1**	**Executive Assistant to 2041 (-1)**
001-1015	Human Resources	5	6	6	**0**	
001-1016	Legal Services	1	1	1	**0**	
001-1017	Communications	4	4.5	3.5	**-1**	**Cust Srvc Specialist to 2041 (-1)**
001-1411	City Secretary	3	3	3	**0**	
001-1413	Records	1	1	1	**0**	
001-1415	Judicial	0	0.5	0.5	**0**	
001-1611	Library	11	11	12	**1**	**Youth Services Librarian (+1)**
001-2011	Finance	10	10	10	**0**	
001-2014	Purchasing	1	1	2	**1**	**Purchasing Agent (+1)**
001-3011	Police	86.5	90.5	97.5	**7**	**Police Lieutenants (+2)** **School Resource Officer (+3)** **P&E Technician (+1)** **Records Clerk (+1)**
001-3012	Fire	49	56	67	**11**	**Firefighter for Medical Transport (+6)** **Fire Marshal/Inspectors from 3013 (+4)** **Emrg Operations Mgr from 3014 (+1)**
001-3013	Fire Prevention	4	4	0	**-4**	**Fire Prev to Fire as one division (-4)**
001-3014	Emergency Services	1	1	0	**-1**	**Emrg Srvc to Fire as one division (-1)**
001-3015	Municipal Court	4	4	4	**0**	
001-3016	Marshals	3	3	3	**0**	
001-3017	Dispatch	19.26	19.26	22.26	**3**	**Pub Saf Comm Specialist for Medical Transport (+3)**
001-4011	Public Works Admininstration	6	6	6	**0**	**Deputy PW Director (+1)** **Admin Assistant (+1)** **Sr. Admin Assist to 2041 (-2)**
001-4016	Facilities	5	5	5	**0**	
001-4017	Street	14	14	14	**0**	
001-4018	Street Drainage	4	4	4	**0**	
001-4019	Street Traffic Maintance	4	4	6	**2**	**Signal Tech (+1)** **Traffic Center Operator (+1)**
001-4511	Neighborhood Services	2	1	1	**0**	
001-4514	Animal Services	5.5	5.5	6	**0.5**	**PT Kennel Tech to FT (+.5)**
001-4515	Environmental Services	3	2	2	**0**	
001-5010	Development Services	2	2	2	**0**	
001-5011	Community Development	3	3	3	**0**	

DETAILED DEPARTMENTAL BUDGETED FTEs

Fund/ Dept#	Department	FY 2021	FY 2022	FY2023	DIFFERENCE	EXPLANATION
001-5012	Bldg Inspections	7	9	9	**0**	
001-5013	Code Compliance	3	3	3	**0**	
001-5511	Engineering - Capital	5	5	6	**1**	**Engineering Project Coordinator (+1)**
001-5512	Engineering - Development	7	7	8	**1**	**Engineering Inspector (+1)**
001-6011	Parks/Recreation Admin	1	1	0	**-1**	**Director of P&R to 4B 6011 (-1)**
001-6013	Park Maint	11.91	11.91	11.91	**0**	
001-6015	Senior Citizen Center	2.84	2.84	2.84	**0**	
001-6016	ROW Maintenance	0	0	3	**3**	**ROW Maint. from 4B 6013 (+3)**
106-6011	4B Parks/Recreation Admin	0	0	2	**2**	**Dir of Parks&Rec from GF 6011 (+1)** **Sr. Admin Assist from PPF 6017 (+1)**
106-6013	4B Fund/Parks Maint.	0	3	0	**-3**	**ROW Maint. to GF 6016 (-3)**
110-1014	Economic Development	2	2	2	**0**	
114-1014	TIF#2 Fund/Economic Dev.	1	1	1	**0**	
114-3011	TIF#2 Fund/Police	0	2	2	**0**	
116-6017	BRiCk	43.76	45.76	44.76	**-1**	**Sr Admin Assist to 4B 6011 (-1)**
116-6018	Athletic Fields	7.83	8.83	8.83	**0**	
116-6019	Russell Farm	2.28	2.28	2.28	**0**	
401-2041	Utility Billing Customer Srvc	8	9	11	**2**	**Customer Srvc Data Mgr (+1)** **Sr. Admin Assistants from 4011 (+2)** **Exec. Assistant from 1011 (+1)** **Cust Srvc Specialist from 1017 (+1)** **Meter Techs to 4041 (-3)**
401-4041	Water Operations	16	16	19	**3**	**Meter Techs from 2041 (+3)**
401-4042	Wastewater Operations	5	5	5	**0**	
402-8011	Golf Administration	1	0	0	**0**	
402-8012	Golf Club House	6.8	6.8	6.8	**0**	
402-8013	Golf Maintenance	7.68	7.68	7.68	**0**	
402-8015	Golf Food/Beverages	4.19	4.19	4.19	**0**	
501-4051	Equipment Services	4	4	5	**1**	**Auto Tech IV (+1)**
504-1511	Info Technology	9	10	11	**1**	**IT Systems Analyst (+1)**
504-1513	Pub. Safety Consortium	1	1	1	**0**	
		411.55	433.55	461.05	**27.5**	**FTEs**

GENERAL FUND
BY
DEPARTMENT

DEPARTMENT	2020-2021 ACTUIAL	2021-2022 BUDGET	2021-2022 ESTIMATE	2022-2023 PROPOSED BUDGET	2021-2022 2022-2023 CHANGE
Animal Services	$ 527,864	$ 578,395	$ 576,157	$ 680,116	$ 101,721
Building Inspections	739,332	1,012,456	928,764	926,503	(85,953)
Burleson University	132,863		13,693		-
City Council	75,414	107,516	111,078	141,808	34,292
City Manager's Office	717,784	840,647	867,145	771,620	(69,027)
City Secretary's Office	751,228	804,532	747,808	896,868	92,336
Code Enforcement	341,802	397,543	404,213	400,349	2,806
Communications	519,427	728,877	733,534	682,882	(45,995)
Community Development	457,244	541,194	484,578	558,719	17,525
Development Services	232,421	347,906	320,952	351,362	3,456
Dispatch Services	1,367,106	2,075,368	2,077,173	2,103,049	27,681
Economic Development	698,432	800,000	876,624	1,200,000	400,000
Emergency Services	176,031	236,792	338,915		(236,792)
Engineering/Capital	206,439	255,832	282,646	176,451	(79,381)
Engineering/Development	861,389	1,351,442	1,415,075	1,296,759	(54,683)
Environmental Services	406,351	360,960	356,863	328,560	(32,400)
Facilities Maintenance	698,986	894,000	874,373	902,665	8,665
Finance	1,486,032	1,661,154	1,633,747	1,703,136	41,982
Fire	7,515,405	9,055,654	8,903,384	10,164,111	1,108,457
Fire Prevention	619,236	782,800	753,424		(782,800)
GF - Non-Departmental	938,061	714,959	324,454	2,359,428	1,644,469
Human Resources	741,247	964,953	963,720	1,094,597	129,644
Judicial	110,298	108,853	108,775	107,944	(909)
Legal Services	539,879	432,962	569,658	575,378	142,416
Library	1,307,099	1,168,543	1,145,743	1,480,262	311,719
Marshals Service	332,664	368,059	360,235	367,502	(557)
Municipal Court	352,277	370,045	391,696	421,918	51,873
Neighborhood Svcs Admin	270,600	285,695	231,792	212,582	(73,113)
Parks	1,404,053	1,482,160	1,617,132	1,595,254	113,094
Parks & Recreation Admin	204,385	258,861	254,615	55,796	(203,065)
Police	13,072,175	14,682,839	14,853,231	16,072,633	1,389,794
Public Works Admin	941,860	964,527	939,573	1,121,361	156,834
Purchasing	179,497	307,575	316,503	516,535	208,960
Records & Information Ser	115,156	115,449	112,452	117,993	2,544
Recreation	82,609	79,379	71,054	65,949	(13,430)
ROW Maintenance				201,354	201,354
Senior Citizens Center	151,504	203,697	196,693	220,288	16,591
Streets Drainage Maint	558,061	555,463	574,854	644,430	88,967
Streets Pavement Maint	2,906,932	3,338,708	3,397,414	3,401,851	63,143
Streets Traffic Maint	287,891	635,385	549,401	1,009,349	373,964
Support Services	155,961				-
Tax	387,148	400,648	400,648	400,648	-
TOTAL GENERAL FUND	**$ 43,570,143**	**$ 50,271,828**	**$ 50,079,789**	**$ 55,328,010**	**$ 5,056,182**

THE CITY OF

BURLESON

TEXAS

THE CITY OF
BURLESON
TEXAS

FEE SCHEDULE

FY 2022-23 Proposed

Animal Control
BRiCk
Building Permits and Inspection
City Manager's Office
City Secretary's Office
Code Enforcement
Economic Development/TIF
Engineering
Environmental Health
Fire Department
Finance
Fire Prevention
Golf Course
Library
Municipal Court
Parks
City Ball Fields
Park Facilities (Warren, Chisenhall and Mistletoe)
Park Land Dedication
Police Department
Planning
Records Management
Russell Farm
Utility Billing
Water/Wastewater


THE CITY OF
BURLESON
TEXAS

Animal Control

PERMIT/SERVICE	FEE
1. Offense Fees (Impoundment)	
A. First Offense (Altered/Unaltered)	$30/$45
B. Second Offense (Altered/Unaltered)	$60/$80
C. Third Offense (Altered/Unaltered)	$85/$120
2. Small Animal Boarding Fee	$10/per Day
3. Livestock Impounding Fee	$75
4. Livestock Boarding Fee	$10/per Day
5. Adoption Fee	$20/per Animal
6. Adoption Spay/Neuter Fee	$75
7. Immunization Fee	
A. Distemper, Parvo and Bordetella	$20
B. Rabies	$10
8. Quarantine Fee	$10/day
9. Microchip Fee	$15
10. Multi-Pet Permit	
A. Application Fee	$ 5
B. Permit Fee	$25/Annually
11. Kennel Permit	
A. Application Fee	$ 5
B. Permit Fee	$100/Annually
12. Dangerous Animal Registration Fee	$250/Annually

BRiCk

PERMIT/SERVICE	FEE
1. Definitions:	
A. Adult	Ages 16-61
B. Non-Resident	Any individual or family not living within the defined city limits of Burleson
C. Resident	Person who resides within the city limits of Burleson
D. Senior	Ages 62 and older
E. Youth	Ages 3-15 (children under 3 years of age are free)
2. General Policy for BRiCk:	
A. Children below 10 years of age must be accompanied by an adult at all times.	
B. Children 15 and younger must have an adult present in the facility at all times and must be directly supervised in the fitness area.	
C. Children 13 and older may attend a fitness orientation class to be allowed future access to the fitness area without direct adult supervision. A parent or gaurdian must still be present in the facility.	
3. Cancellations/Refunds/Transfers/Medical Policy:	
A. Rentals canceled 30 calendar days or more prior to event date	Receive 100% of the deposit

B. Rentals canceled 29-15 calendar days prior to event date	Receive 50% deposit
C. Rentals cancelled 14 calendar days or less prior to the event date	Forfeit all deposits
D. Rentals downgraded from 2 rooms to 1 room 30 calendar days or more prior to event date	Refunded 100% of deposit paid for the additional room
E. Rentals downgraded from 2 rooms to 1 room less than 30 calendar days prior to event date	Forfeit the portion of the deposit paid for the additional room. For pool party rooms, one-half of the deposit paid for both rooms will be forfeited.
F. Sports rental cancellations	May be subject to an administrative fee not to exceed $50.00

5A. Memberships Fees	**(Annual Contract/Monthly Draft/1 Month)**
Youth (3-15 yrs.)	$235/$25/$30
Adult	$330/$35/$40
Senior (62 & Up)	$280/$30/$35
Family	$505/$50/$65

5B. Non-Resident Rate	**(Annual Contract/Monthly Draft/1 Month)**
Youth (3-15 yrs.)	$315/$30/$40
Adult	$440/$45/$55
Senior (62 & Up)	$380/$40/$50
Family	$680/$70/$85

5C. Military/First Responder Rate	**(Annual Contract/Monthly Draft/1 Month)**
Youth (3-15 yrs.)	$185/$20/$25
Adult	$260/$25/$35
Senior (62 & Up)	$225/$23/$30
Family	$405/$40/$50

5D. Corporate/Educator Rate	**(Annual Contract/Monthly Draft/1 Month)**
Adult	$285/$30/$35
Senior (62 & Up)	$245/$25/$30
Family	$445/$45/$60

5E. Summer Punch Pass Rate	**(5 Day/10 Day)**
Youth (3-15 yrs.)	$20/$25
Adult	$25/$30
Senior (62 & Up)	$22/$27
Family	$35/$40

5F. Daily Guest Rate	**(1 Day/ Military, First Responder, Educator)**
Daily Pass 3 & Up	$8/$6
Family Day Pass (up to 4)	$20/$15
Groups of 15+	$6 each/$4 each

6. Fees in Addition to Membership

The following are available to members at an additional cost (not included in the membership fees) & subject to rules established by the Director of Parks and Recreation.

6A. Indoor Aquatics / Party Rooms	**(Deposit/Member or Resident/Non-Resident)**
Pool Party Room - Max 25 guests	$50/$50 per hour/$81 per hour

Pool Party Room - Max 50 guests	$50/$95 per hour/$142 per hour
Private party without slide - Max 485 guests	$50/$262.50 per hour/$287.50 per hour
Private party with slide - Max 485 guests	$50/$237.50 per hour/$262.50 per hour
Private party with sundeck - 50 max	$50/$70/$108
General Policies (not limited to the following)	
All rental rates are based on hourly rates with a minimum 2 hour rental.	
Rentals and private parties include the use of party room(s) and entire indoor aquatics area	
Private party fees include the cost of after-hours lifeguards	

6B. Meeting Room Rentals (All rental rates are based on hourly rates with a minimum 2 hour rental)	**(Deposit/Member or Resident/Non-Resident)**
1,400 square feet	$50/$45 per hour/$61 per hour
2,800 square feet	$50/$80 per hour/$108 per hour
Damage Deposit	Will be refundable provided the usage contract terms are met. Refund is subject to any remaining balance due on household.
After Hours Fee	$15/hr per customer service attendant in addition to rental fees listed above

6C. Gymnasium Rentals	**(Deposit/Member or Resident/Non-Resident)**
Half Court	$50/$25 per hour/$46 per hour
Full Court	$50/$35 per hour/$61 per hour
Two Full Courts	$50/$65 per hour/$108 per hour
Damage Deposit	Will be refundable provided the usage contract terms are met. Refund is subject to any remaining balance due on household
After Hours Fee	**$30/hr in addition to rental fees listed above**

6D. Group Fitness	**(Deposit/Member or Resident/Non-Resident)**
Group Exercise Room Rental - Max 25 guests	$50/$25 per hour/$35 per hour
Damage Deposit	Will be refundable provided the usage contract terms are met. Refund is subject to any remaining balance due on household.
After Hours Fee	***$30/hr in addition to rental fees listed above***

6E. Kids Zone:	
All Family memberships excluding Daily Guests	No additional cost
Daily Guests	$2 per hour/per child
General Policies (not limited to the following):	
Ages 6 months through 12 years of age	
Parents/guardians must be on premises	
Maximum 2 hours	
Late fees will be charged for failure to pick up on time	

6F. Outdoor Swimming Pool (All rentals are based on hourly rates with a minimum of two hour rental):	**(Deposit/Member or Resident/Non-Resident)**
Daily Passes - Youth (Age 3-15)	$0/$3/$3
Daily Passes - Adult (Age 16-61)	$0/$4/$4

6G. Outdoor Pool Rental/Private Parties:	**(Deposit/Member or Resident/Non-Resident)**

0-49 attendees/ guests	$75/$65 per hour/$75 per hour
50-149 attendees/ guests	$75/$75 per hour/$85 per hour
6H. Splash Pad Private Rental	**(Deposit/Member or Resident/Non-Resident)**
Max Guest: 150 Private Rental	***$50/$60 per hour/$70 per hour***
6I. Party Packages (2 hours)	**(Deposit/Fee)**
Basic - 1 Activity (24 participants)	$50/$225
Additional Activity (Pool or Gym/Boulder)	$0/$30
Additional Guests	$5 each
6J. Splash Pad Pavilion Rental	**(Deposit/Member or Resident/Non-Resident)**
Cost per pavilion, 2 available Max guests: 20 per pavilion ***Rentals of the splash pad pavilion will only be allowed during certain hours**	$50/$30 per hour/$40 per hour

General Policies (not limited to the following):

Private party fees inclue the cost of afterhours lifeguards

The Damage Deposit will be refundable provided the usage contract terms are met

Refund is subject to any remaining balance due on household

Building Permits and Inspection

PERMIT/SERVICE	FEE
1. Fees for new structural occupancy *(Single family dwelling, duplex, townhouse)*	$0.60/ft. all area under one roof
2. Fees for new Commercial (Except apartment and shell buildings)	
A. 500 SQ. FT. OR LESS	$450
B. 501 - 1,000	$850
C. 1,001 - 2,500	$2,132
D. 2,501 - 8,500	$65 + $0.665/Sf
E. 8,501 - 50,000	$5,000 + $0.30/Sf
F. 50,001 - 100,000	$12,285 + $0.125/Sf
G. 100,001-500,000 SQ. FT.	$17,485 + $0.083/Sf
H. 500,001 or more SQ. FT.	$43,485 + $0.042/Sf
3. Fees for Shell Buildings	
A. Completion of Structure	1/2 the rates in "2" Above
B. Interior completion	1/2 the rates in "2" Above
4. Fees for new Apartment Only	
A. 50,000 or less SQ. FT.	$.32/sq. ft
B. 50,001 - 100,000	$4,000 + .24/sq.ft.
C. 100,001 - 200,000	$12,000 + .16/sq.ft.
D. 201,000 or more SQ. FT.	$20,000 + .12/sq.ft.
5a. Commercial single trade permits	
A. $2,500 or less	$50
B. $2,501 - $10,000	$70
C. $10,001 and over $2,500 increments	$75 Plus $10/per Increment
5b. Residential single trade permits	$65/each

6a. Residential Addition - addition to an existing residential structure	$0.50/Sq Ft
6b. Residential Remodel - alterations, repairs & remodeling to an existing residential structure	$0.25 /Sq Ft
7. Commercial Remodel / Addition - alterations, repairs, additions & remodeling to existing commercial structure. (Based on valuation)	
A. <$500	$70
B. $500 - $2500	$75
C. $2500 - $5000	$80
D. $5000 - $7500	$85
E. $7500 - $10,000	$90
F. More than $10,000	$90 + $10/$2500 increments over $10,000
8. New Construction for garages, barns & storage buildings over 200 Sq Ft	
A. <$500	$70
B. $500 - $2500	$75
C. $2500 - $5000	$80
D. $5000 - $7500	$85
E. $7500 - $10,000	$90
F. More than $10,000	$90 + $10/$2500 increments over $10,000
9. Certificate of Occupancy (Commercial remodel, new tenant, & tenant finish out)	
A. 1-500 SQ. FT.	$50
B. 501 - 2,500 SQ. FT.	$60
C. 2,501 - 5,000 SQ. FT.	$80
D. 5,000 - 10,000 SQ. FT.	$100
E. 10,000 or more	$150
F. Clean & show (Commercial Electric Release)	$50
G. Temporary Certificate of Occupancy	$300/30 days not to exceed 90 days
10. Reinspection Fees	
A. Reinspection Fee - 2nd red tag for same item	$75
B. Reinspection Fee - 3rd red tag for same item	$150
11. Miscellaneous Permits	
A. Swimming Pool	
1. In-Ground	$200
2. Above Ground	$ 50
B. Other - Includes:	
1. Storage Buildings (Less than 200 sq. ft.)	$25
2. Moving Permit	$25
3. Carport/Awning	$25
4. Fence (New & Replace)	$25
5. Retaining Wall	$25
6. Window Replacement	$25
7. Foundation (New)	$75
8. Demolition Permits	$25 for residential / $100 for commercial
9. Patio Cover	$50
10. Freestanding Structure (i.e. Pergola, Gazebo, Arbor)	$50
11. Subdivision Entry Wall Screen	$150
C. Lawn Sprinkler	$100
D. Signs	

1. Freestanding Sign	$100 (Pole / Pylon / Monument / Flag Sign)
2. Wall Sign without CMS	$50 (Awning / Canopy / Channel Letters / Marquee / Mural/Poster / Projection / Roof Sign / Sign Cabinet)
3. Wall Sign with CMS	$100 (Awning / Canopy / Channel Letters / Marquee / Mural/Poster / Projection / Roof Sign / Sign Cabinet)
4. CMS added to existing Wall or Freestanding Sign	$100
5. Shopping Center Sign Plan	$250
6. Temporary Signs	$25 (Banners / Homebuilder / Residential Subdivision Development)
7. Sign Variance	$250
8. Billboard Conversion	$200 (Static type to Electronic)
E. Subdivision Entry Wall Screen	$150
12. After Hours Inspection	$60 per hour (2 hour minimum)
13. Plan Review	
A. Commerical Plan Review (New Only)	40% of Building Permit Fee - $250 minimum & a $7,000 maximim (non-refundable)
B. Commerical Remodel/Addition	40% of Building Permit Fee (non-refundable)
C. Residential Plan Review (New)	$75/each
D. Residential Plan Review (Remodel/Addition)	$30
14. Building Codes & Standards Board	$150
15. Electrician's License	
A. Master	
1. First Annual	$0
2. Renewal	$0
B. Journeyman	
1. First Annual	$0
2. Renewal	$0
C. Sub-Contractor Base Permit Fee / Validation Fee	Residential $65/Commercial $75
16. Mechanical License	
A. Mechanical	
1. First Annual	$100
2. Renewal	$50
B. Sub-Contractor Base Permit Fee / Validation Fee	Residential $65/Commercial $75
17. Plumbing Contractor's Registration	
A. First Annual	$0
B. Renewal	$0
C. Sub-Contractor Base Permit Fee / Validation Fee	Residential $65/Commercial $75
18. Temporary Use	
A. Special Events	$50
B. Seasonal Use	$50
C. Temporary Outdoor Sales	$50
D. Stationary Food Vendors	$50
E. Carnival & Circus	$50
19. Administrative fee ***(Applied when changes are made to previously reviewed and/or permitted projects for residential or commercial -- i.e. revised site plan, floor plan, etc.)***	$25
A. First Revision	$75
B. Second Revision	$150
C. Each Additional Revision	$200/each

20. Modular buildings/construction trailers *(Utilities require separate permit - see #5 - one trade only permits)*	$50
21. Commercial Canopy/Cover	1/4 cost of Commercial
A. 500 sq. ft. or less	$120
B. 501-1,000	$210
C. 1,001-2,500	$410
D. 2,501-8500	$12.50 + .16/sq. ft.
E. 8,501-50,000	$862.50 + .06/sq. ft.
F. 50,001-100,000	$2,362.50 + .03/sq. ft.
G. 100,001-500,000	$3,362.50 + .02/sq. ft.
H. 500,001 or more sq. ft.	$8,362.50 + .01/sq. ft.

City Manager's Office

PERMIT/SERVICE	FEE
1. Solid Waste Collection Service application fee	$75.00
2. Limousine Service Permit	$25/Year
3. Annual License to operate any manufactured home park, mobile home park or travel trailer park within the City	$25.00 plus $1.00 per space for all spaces in excess of 25
4. Transfer fee for transfer of annual license to operate any manufactured home park, mobile home park or travel trailer park within the City	$25

City Secretary's Office

PERMIT/SERVICE	FEE
1. Amusement Center License	Occupation Tax $7.50/ per machine annually
2. Pool Hall License	Occupation Tax $7.50/ per machine annually
3. Taxicab Franchise	2% of Annual Gross Receipts
4. Taxicab Application Fee	$50
5. Skating Rink Application	$100 Annual License
6. Beer and Wine Permit	One half of fee assessed by TABC for each State permit issued
7. Mixed Beverage Permit-After 3rd yr of operations	One half of fee assessed by TABC for each State permit issued

Code Enforcement

PERMIT/SERVICE	FEE
1. Administrative Cost to File Liens for Cost of Mowing and Nuisance Abatement	$120
2. Weed mowing and nuisance abatement notification fee	$50

Economic Development/TIF

PERMIT/SERVICE	FEE
Mayor Vera Calvin Plaza in Old Town:	
1. Plaza reservation: half-day (up to 6 hours)	$2,500 + $1,500 refundable deposit
2. Plaza reservation: full day (in excess of 6 hours)	$5,000 + $2,500 refundable deposit

Engineering

PERMIT/SERVICE	FEE
1. Developers Contract Fee	4% Of Value of Contract
2. Closing Abandoning of	
A. Right-of-Way	$550
B. Easement	$250
3. Sign Installation	$250 per sign
4. Plan Review	
A. Initial Submittal	$750
B. Every Additional Review	$250
5. Easement/Right of Way Use Agreement	$125
6. Traffic Study Fee	$1,250
7. Flood Study Reviews	$1 per foot of reach length / $2,000 minimum
8. Overtime Inspection Fee	$55 per hour

Environmental Health

PERMIT/SERVICE	FEE
1. Food Safety Inspection Fees	
A. Grocery	
1. ≤ 5,000 sq. ft.	$275
2. > 5,000 sq. ft.	$400
B. Food Service	
1. ≤ 500 sq. ft.	$150
2. > 500 ≤ 1,500 sq. ft.	$200
3. > 1,500 ≤ 3,000 sq. ft.	$275
4. > 3,000 ≤ 6,000 sq. ft.	$350
5. > 6,000 sq. ft.	$400
C. Child Care Food Service	$150
D. Catering Operation	$250
E. Temporary Food Service	$50
F. Food Court	$200 per establishment
G. Adjunct Operation	
1. Food Service	$150 per independent operation
2. Food Store ≤ 5,000 sq. ft.	$150 per independent operation
3. Food Store > 5,000 sq. ft.	$200 per independent operation
H. Commissary	
1. No food prep	$100
2. With food prep	$200
I. Mobile Units	
1. Prepackaged food only	$100
2. Open and/or food prep	$200
3. Push Carts	$200
J. Plan Review	
1. ≤ 500 sq. ft.	$0
2. >500 ≤ 3,000 sq. ft.	$50
3. >3,000 sq. ft.	$100
K. Late Fee	The late fee increases 10% for each 30 day block until permit fee and late fee is paid. Permits that are more than 90 days overdue will be required to be rapplied for.

1. From 1-30 days	10% of fee owed
2. From 31-60 days	20% of fee owed
2. On-site sewage facility fees	DETERMINED BY TARRANT COUNTY
A. New System	
1. Application Fee	$ 0
2. Water research fee	$10
3. Permit Fee	$250
4. Total for new system	$260
B. Reinspection of system	$75
C. Repair of system previously permitted	$100
3. Beer and Wine Permit	One half the state fee assessed for each State permit issued
4. Mixed Beverage Permit- After third year of operations	One half the state fee assessed for each State permit issued
5. Municipal Settings Designation	
A. Application Fee	$2,000
B. Third-party environmental review fee	$5,000
6. Miscellaneous Permits	
A. Swimming Pool, Spa & Interactive Water Feature	
1. Plan Review and Opening Inspection	$150
2. Annual Permit	$250
3. Required Reinspection	$75
7. Food Truck Operational Site permit	$50 for Six Months
8. Seasonal Permit (Farmers Market and Snow Cone Stand)	$100
9. Food Handler Class Fee	$15

Fire Department

PERMIT/SERVICE	FEE
1. Hazardous Materials Response	Cost + 10%
2. CPR Training Class	Overtime for Instructor
3. Fire Fighter Training Courses	
A. Fire Officer 1	$250.00 per student
B. Fire Officer 2	$250.00 per student
C. Instructor Certification	$150.00 per student
D. Driver/Operator	$150.00 per student

Finance

PERMIT/SERVICE	FEE
1. Data Processing Services Request	$25/hr or $.42/Min
2. Return Check Fee	$ 35 each

Fire Prevention

PERMIT/SERVICE	FEE
1. Fire Alarm System	
A. 1 to 10 Devices	$125
B. 11 to 25 Devices	$150
C. 26 to 50 Devices	$175
D. 51 to 100 Devices	$225
E. 101 to 200 Devices	$300

F. 201 to 500 Devices	$450
G. Over 500 Devices	$450 plus $75 for each additional; 100 devices or fraction thereof in excess of 25.
H. Plan review fee for all fire alarm systems	25% of permit fee
2. Automatic Sprinkler System Fees	
A. Underground Installation	$165
B. 1 to 20 Sprinklers	$125
C. 21 to 100 Sprinklers	$200
D. 101 to 150 Sprinklers	$250
E. 151 to 200 Sprinklers	$300
F. Over 200 Sprinklers	$300 plus $75 for each additional 100 sprinklers or fraction thereof
G. Fire Pump - Additional	$300
H. Residential Systems	$150
I. Plan review fee for all automatic sprinkler systems	25% of permit fee
3. Other Extinguishing System	$150
4. Underground Storage Tanks Installation/Removal, Combustible/Flammable Liquid	$125 per tank
5. Pyrotechnic Display	$150 per display per day
6. LPG Installation - portable containers of greater than 125 gallons water capacity at properties where natural gas service is not available	$125 per container
7. Above Ground Storage Tanks Installation/Removal, Combustible/Flammable Liquid	$125 per tank
8. Authorized Burning Permit	$250 per trench/pit, plus $25 each burn day
9. Carnival/Circus Permit	$50
10. Foster Home Inspections	$35
11. Daycare/Health Facilities Licensing Inspections	$75
12. Other Permits required by Fire Code	$50
13. Re-inspections Fees	$45
14. Registration of firms selling and/or servicing hand fire extinguishers, "Vent-a-Hood" fire extinguisher systems, and fire sprinklers within the City	$50 annually
15. Installation of Special Locking Systems	$250
16. Gate Installation Permit (Required for gates across private streets or electric gates across fire lanes.	$50
17. Standpipe Systems	$50 each standpipe
18. Tent Permit	$100
19. Public Event Permit Fee	$250
20. Gas Well Fees	
A. Oil and Gas Well Permit	$5,000 per wellhead
B. Road Damage Remediation Fee	Assessment per lane mile x Access lane miles per site x OCI (Overal Condition Indicator)
C. Gas Well Pad Site Annual Inspection Fee	$5,000 per pad site (due June 1 annually)

Golf Course

PERMIT/SERVICE	FEE
1. Green Fees (All Fees include 1/2 cart and applicable taxes)	
A. Monday through Friday	**(Cart Inclusive Rate/Green Fee)**
1. M-F: Open - Noon	$30/$21 - Senior & Active Military Rate
2. M-F: Noon - 3pm	$30/$21 - Senior & Active Military Rate
3. M-F: 3pm - Close	$20
4. Super Twilight @ 5pm	$15
5. Senior Card (55+)	$49.99 (year)
B. Saturday, Sunday, & Holidays Green Fees	
1. Sat & Sun (& Holidays): Open - Noon	$37
2. Sat & Sun (& Holidays): Noon - 3pm	$37
3. Sat & Sun (& Holidays): 3pm - Close	$21
4. Super Twilight @ 5PM	$15
C. Replay Green Fees	
1. 9 additional holes	$10
2. 18 additional holes	$15
3. Senior Card (55+)	$21
All Golf fees listed are maximum fees to be charged. Golf course management has authority to adjust fees and run seasonal specials as needed to maximize play. In the event of a question or conflict, the City Council shall provide the final resolution.	
2. Cart Fees	
9 holes	$8.00
18 holes	$15.00
3. Monthly Membership Fees: both include unlimited range balls, 10% discount in the pro-shop & $20 golf after 2pm.	
Silver	$29.99
Gold - Golf discounts prior to 2pm daily	$69.99

Library

PERMIT/SERVICE	FEE
1. Overdue Library Materials	No Charge
2. Overdue Interlibrary Loan Materials	No Charge
3. Replacement of Lost Materials	Cost or exact replacement
4. Damaged Library Materials	Cost or exact replacement
5. Black & White Copies/Printing	$.10/Page
6. Use computer / internet / wireless internet	No Charge
7. Color Copies / Printing	$.25/Page
8. Library Cards for Residents, Teachers and Students from schools within City Limits, TexShare Cardholders	No Charge
9. Non-Resident Fees Annually Renewable **In lieu of fee (patron can volunteer)	$25/ individual or $50/ family
10. Senior Non-Resident Fee (age 62 and over) Annually Renewable	$12.50/ individual
11. Meeting Room Fees/ Usage Fees	**Non-Cardholders / Businesses / Other For Profit Groups**
A. Small conference room	$25 minimum (1st 2 hours) + $10 each addl. Hour

B. Large conference room	$50 minimum (1st 2 hours) + $25 each addl. hour
12. Proctoring Fee	$20/exam
13. 3D Printing	$.10/gram - $1.00 minimum

Municipal Court

PERMIT/SERVICE	FEE
Return Check Fee	$ 35 per

Parks

PERMIT/SERVICE	FEE
City Ball Fields	
1. Unreserved	No Charge
2. Organized League Athletics	City Leagues, PeeWee Football, and BYA are allowed to use fields for organized game play
3. Ball Field Reservations	
A. Reservations/Field	$25 w/o lights
4. Tournament Fees	
A. Ballfield Rental Girls	$300 per field minimum of 5 fields
B. Ballfield Rental Boys	$400 per field per day minimum of 10 fields max of 15 fields
Park Facilities (Warren, Chisenhall and Mistletoe)	
1. Pavillion	
A. Full Shelter	$20/HR
2. Tennis Courts	
A. Tournament Reservations - Resident	$10/HR.
B. Tournament Reservations - Non-Resident	$15/HR.
Stage Rental Fees	(All fees are based on a 4 hour stage rental)
1. For Profit Organizations	$3,300
A. Extra Speakers	$450
B. Additional Hours	$500/hour
C. Deposit	$1,000
D. Mileage greater than 5 miles	$20/mile
2. Not For Profit Org (501c3 required)	$1,650
A. Extra Speakers	$450
B. Additional Hours	$250/hour
C. Deposit	$1,000
D. Mileage greater than 5 miles	$20/mile

All Recreation fees listed are maximum fees to be charged. Recreation management has authority to adjust fees and run seasonal specials as needed to In the event of a question or conflict, the City Council shall provide the final resolution to maximize play.

Park Land Dedication

Fee in lieu of land - **Single Family** (Charged with filing of the plat & only applicable if land is not dedicated)	$458
Park Development Fee - **Single Family** (charged with filing of the plat)	$818
Fee in lieu of land - **Multi-Family** (Charged with filing of the plat & only applicable if land is not dedicated)	$399
Park Development Fee - **Multi Family** (charged with filing of the plat)	$711

Police Department

PERMIT/SERVICE	FEE
1. Copy Services for Accident Reports or information or Copy of Certification of no report	$6.00/EA
2 Additional Fee for Certified Copies	2/EA
3. License for Sexually Oriented Businesses	
A. New license	$500
B. License renewal	$500
C. Non-conforming license	$500
D. Reinstatement fee	$500
E. Application for location exemption	$250
4. Alarm System Fees	
A. Residential Permit Fee	$50 prorated quarterly
B. Commercial Permit Fee	$100 prorated quarterly
C. Residential Permit Renewal	$50 annually
D. Commercial Permit Renewal	$100 annually
E. Residential Permit Reinstatement	$50
F. Commercial Permit Reinstatement	$100
G. False Alarm Response Fee	
1-3	$ 0
4-5	$ 50
6-7	$ 75
8-9	$100
10	$100 and Police response revoked
5. Solicitor Permits/Registration	
A. Local - 1 year	$75 + $10 Per Agent for More Than 5 Agents
B. Interstate Commerce Registration	
90 Days	$0
6 Months	$0
1 Year	$0
6. Wrecker Inspections	$25 Each
7. Application fee for taxicab driver registration	1/per
8. Taxicab Inspections	$25/Each
9. Fingerprinting for the Public	$10/per card
10. Criminal History Checks	$8/Each

Planning

PERMIT/SERVICE	FEE
1. Preliminary Plat	
A. Residential	$850 + $15/lot
B. Non-residential	$500 + $20 per acre
2. Final Plat	
A. Residential	$500 + $10/lot
B. Non-residential	$500 + $15 per acre
3. Plat Revision	
A. Re-plat	$500 + $10/lot
B. Amending Plat	$350
4. Plat Vacation/Short Form	$300
5. Minor Plat	$400
6. ETJ Plat Exemption Letters	$25
7. Zoning Change/Specific Use Permit	
A. Less than 3 acres	$700
B. 3.1 - 10 acres	$900
C. 11 -29 acres	$1,400
D. 30+ acres	$1,600 + $15/acre over 30 ($2800 max)
8. Planned Development/Permit	$1,000 + $20 per acre
9. Preprinted Zoning Ordinances	Free Online
10. Pre-Printed Subdivision Policies	Free Online
11. Comprehensive Plan	Free Online
12. Comprehensive Plan Summary	Free Online
13. Interpretation request for new or unlisted uses in zoning ordinance (City refunds $350 if no ordinance amendment is necessary)	$500
14. Legal Filing Fees	
A. First sheet - Small plat	$50
B. First sheet - Large plat	$80
C. Each addiltional sheet	$25
15. Shopping Center Sign Package Review Fee	$250
16. Commercial Site Plan (CSP) fee	$500
17. Commercial Site Plan Amendment	$250
18. Annexation/Disannexation Requests	$500
19. Renotification Fee (at applicant's request)	$125
20. Zoning Verification Letter fee	$25
21. Roadway Impact Fees	Refer to Current Impact Fee Ordinance for Fees
22. Variances and Waiver Requests:	
A. Zoning Ordinance	$250
B. Community Facility Policy	$200
C. Landscape Requirements	$250
D. Masonry Ordinance (new construction only)	$250
E. Subdivision Ordinance	$250
F. Old Town Design Standards (new construction only)	$250
G. Commercial Site Plan	$0
H. Fencing and Screening Ordinance	$250

G. Any other Development-related Ordinance	$250
23. Deployment of Wireless Network (small cell) Nodes in the Right of Way	Refer to the current Cell Nodes Ordinance for Fees
24. Emergency Warning System Cost (charged with filing of the plat)	$25/acre

Records Management

PERMIT/SERVICE	FEE
1. Paper Copies	
A. Standard-Size Paper Copy (Measures less than 8.5 X 14)	$ .10 per page
B. Non-Standard Size Paper Copy (Larger than 8.5 X 14)	$.50 per page
C. Specialty Paper	Actual Cost
2. Computer Diskette (CD/CDR)	$1.00 each
3. Digital Video Disc (DVD)	$3.00 each
4. Audio Cassette	$1.00 each
5. VHS Video Cassette	$2.50 each
6. Computer Magnetic Tape	Actual Cost
7. Data Cartridge	Actual Cost
8. Tape Cartridge	Actual Cost
9. Thumb Drive	Actual Cost
10. JAZ drive	Actual Cost
11. Other Electronic Media	Actual Cost
12. Miscellaneous Supplies	Actual Cost
13. Postage & Shipping	Actual Cost
14. Photographs	Actual Cost
15. Maps	Actual Cost
16. Other Costs	Actual Cost
17. Outsourced/Contracted Services (may not include development costs)	Actual Cost
18. Microfiche/Microform	
A. Paper Copy	$.10 per page
B. Film/Fiche Copy	actual cost
C. Document Retrieval/Remote	actual cost
19. Computer Resource	
A. PC or LAN	$1.00 per clock hour
B. Client/Server	$2.20 per clock min
C. Midsize	$1.50 per CPU min
D. Mainframe	$10.00 per CPU min
20. Labor Charges	
A. Programming Time	$28.50 per hour
B. Locating/Compiling/Reproducing	$15.00 per hour
C. Labor Charge - CANNOT be charged for 50 or fewer pages; Overhead charge can only be added if there is a charge for labor (>50 pgs)	20% of labor cost
21. FAX	
A. Local	N/A
B. Long Distance, Same Area Code	N/A
C. Long Distance, Different Area Code	N/A
22. General Information	

A. Down Payments *NO SALES TAX CAN BE CHARGED per AG	50% of estimated cost if the requestor is given an itemized statement
B. Credit Card Transaction fee	fees may be recovered
23. Body Worn Camera Recordings	
A. Responsive to Request / AND	$10.00 per recording
B. Audio or Video Footage	$1.00 per full min

Russell Farm

PERMIT/SERVICE	FEE
1. Building Rental	**All rental rates based on hourly rates w/ a minimum 4 hour rental**
A. Chesapeake Building - Operational hours	$50 per hour
B. Chesapeake Building - Non-operational hours	$71 per hour
C. Baker Building - Operational Hours - 500 Sq ft. - Max occupancy: 50	$38 per hour
D. Baker Building - Non-Operational Hours	$59 per hour
E. Hay Barn/Outdoor Pavilion - Operational Hours - 1,110 sq. ft. - Max occupancy: 100	$31 per hour
F. Hay Barn/Outdoor Pavilion - Non-Operational Hours	$53 per hour
2. Reservation and Refund Policies	
A. All reservations must be made at Russell Farm with the Facility Supervisor.	
B. All refund/refund fees are paid at the Burleson Recreation Center.	
C. All reservations must be paid in full 48 hours prior to rental.	
D. Rental Deposit Fee: $100.00 per building reserved.	
E. A deposit is required on facility rentals along with the completion of the Russell Farm Reservation contract. The deposit will be refunded if the area used has been left in good order and if all conditions of the Russell Farms rental/refund policies are met. Refund of damage deposit is subject to any remaining balance due on household.	
3. Rental Cancellation Refunds:	
A. Rentals cancelled 30 calendar days or more prior to booking will receive 100% of the deposit.	
B. Rentals cancelled 29 - 15 calendar days or more prior to booking will receive 50% of the deposit.	
C. Rentals cancelled 14 calendar days or less prior to booking will receive 50% of the deposit.	
D. User shall not collect fees at the Russell Farm unless approval has been granted in writing by an authorized representative of the City's Park and Recreation Department. All reservations where monies are collected are subject to approval by the Park and Recreation Department. The City of Burleson will receive 15% of total collections (admission, concession etc.) or $50.00 whichever is greater. This fee is in addition to all applicable reservation fees. Note: All Russell Farm Fees listed are the maximum fees to be charged. Park and Recreation Management have the authority to adjust fees and run seasonal specials. In the event of a conflict, the City Council shall provide the final resolution.	

Utility Billing

PERMIT/SERVICE	FEE
1. Security Deposits	
A. Minimum Residential	$135
B. Commercial	
1. Minimum for 3/4" Meter	$ 135
2. Minimum for 1 1/2" Meter	$ 160
3. Minimum for 2" Meter	$ 185
4. Minimum for 3" Meter	$ 210
5. Minimum for 4" Meter or Larger	$ 260
C. Security Deposit for Fire Hydrant Meters	$ 1,800
2. Penalty Amount for Late Bills	10% Excluding Tax
3. Returned Paymnet Fee	$35
4. Extension Fee	$5
5. Reconnect Fee	
A. Standard	$35
B. Reconnect Fee After 5:00 PM and on weekends and holidays	$50
6. Extra Trip Fee	$15
7. Meter Test Fee	
A. For 3/4" or 1" Meter	$30
B. For 1 1/2" Meter and Larger	$125
8. Temporary Service Fee (2 day limit and 2,000 gallons)	$30
9. Transfer Fee	$15
10. Construction Meter Non-Read Fee	$100
11. After Hours Turn-on Fee	$50
12. Initiation Fee (in addition to deposit)	$10
13. Tampering Fee	
A. First Occurrence	$50
B. Second Occurrence	$100
C. Third Occurrence	$150
14. Pull Meter Fee	$30
15. Datalog Fee	$30

Water/Wastewater

PERMIT/SERVICE	FEE	ADDITIONAL INFORMATION/REQUIREMENTS
1. Tap Fees		
A. 5.8" Meter Set	$295.59	
B. 5/8" Meter, dig out, U Branch	$415.80	
C. 5/8" Tap, Meter and Box in easement	$1,379.88	Pavement work : Get quote from Public Works
D. 1" Meter Set	$385.54	
E. 1" Water Tap, Meter and Box in easement	$1,458.53	
F. 1 1/2" Meter Set	$578.75	
G. 1 1/2" Tap, Meter and Box	$2,204.33	Positive displacement meter in easement, pavement work: Get quote from Public Works
H. 1 1/2" Tap, Meter and Box	$2,601.35	Turbine meter in easement, pavement work: Get quote from Public Works
I. 1 1/2" Meter (positive disp.)	$578.75	
J. 1 1/2" Meter (turbine)	$835.77	
K. 2" Meter (positive disp.)	$749.10	
L. 2" Meter (turbine)	$850.32	
M. 2" Meter (compound)	$1,711.32	
N. 2" Tap, Meter and Box	$2,314.90	Positive displacement meter in easement, pavement work: Get quote from Public Works
O. 2" Tap, Meter and Box	$2,416.12	Tturbine meter in easement, pavement work: Get quote from Public Works
P. 2" Tap, Meter and Box	$3,277.12	Compound meter in easement, pavement work: Get quote from Public Works
Q. 3" Tap, Meter and Box		TBD by Utilities Supervisor
R. 4" Tap, Meter and Box		TBD by Utilities Supervisor
S. 4" Sewer Tap in Pavement	$866	
T. 4" Sewer Tap in Easement	$985.41	
U. Relocate 5/8" Meter	$201	12 ft. or less in easement, pavement work: Get quote from Public Works
V. Relocate 5/8" Meter (more than 12 ft.)	Get quote from Public Works	Get quote from Public Works
W. Relocate 1" Meter	$215	12 ft. or less in easement, pavement work:Get quote from Public Works
X. Relocate 1" Meter (more than 12 ft.)		Get quote from Public Works
Y. Pull Meter	$10	
Z. Double Meter Box	$30.50	
AA. 2" and 1 1/2" Meter Box	$217	
AB. 2" + Meter Box	$117	
AC. Pavement Cut / Replacement		TBD by Utilities Supervisor
AD. Automatic Flush Valve	$1,000	
AE. Water and Wastewater Impact Fees (Burleson charges both City of Burleson and City of Fort Worth Impact Fees)		Refer to Current Impact Fee Ordinance for Fees

THE CITY OF BURLESON TEXAS

Department Memo

City Council Regular Meeting

DEPARTMENT: **City Manager's Office**

FROM: **Martin Avila, Finance Director**

MEETING: **September 6, 2022**

SUBJECT:

Consider approval of an ordinance levying the ad valorem property tax of the City of Burleson for Tax Year 2022 on all taxable property within the corporate limits of the city on January 1, 2022, and adopting a tax rate of $0.6572 per $100 of valuation for Tax Year 2022; providing revenues for payment of current municipal maintenance and operation expenses and for payment of interest and principal on outstanding City of Burleson debt; providing for enforcement of collections; repealing conflicting ordinances; providing a savings clause; declaring an effective date; and finding that the at which this ordinance is passed is open to the public. (First Reading) *(Staff Presenter: Martin Avila, Finance Director)*

SUMMARY:

Adopting a tax rate of $0.6572 per $100 of valuation for Tax Year 2022.

On August 4, 2022, the City Council discussed the City Manager's proposed budget for FY 2022-23. During the discussion, the Council requested that staff evaluate possibilities for lowering the tax rate further. Specifically, the Council requested that staff explore the possibility of lowering the tax rate to the maintenance and operation "no new revenue rate" (M&O NNRR). To facilitate this discussion, staff has compiled the below information to show the annual and cumulative impact on revenue if an additional tax rate reduction is proposed.

	Tax Rate	FY 23 Tax Levy (in millions)	FY23-27 Tax Levy (in millions)	FY 23-32 Tax Levy (in millions)
Proposed GF Tax Rate	$0.4649	$24.314	$136.256	$312.479
Proposed Debt Rate	$0.1923	$8.525	$47.106	$107.227
Total	**$0.6572**	**$32.839**	**$183.362**	**$419.706**
1 Cent Reduction M&O	$0.4549	$23.871	$133.811	$306.867
Proposed Debt Rate	$0.1923	$8.525	$47.106	$107.227
Total	**$0.6472**	**$32.396**	**$180.917**	**$414.094**
Difference to Proposed Budget	**$0.0100**	**$0.443**	**$2.445**	**$5.612**
1.73 Cents Reduction	$0.6399	$32.073	$179.132	$409.998
Difference to Proposed budget	**$0.0173**	**$0.766**	**$4.230**	**$9.708**

As shown, a 1 cent ($0.01 per $100) tax rate reduction will reduce revenue by $443,000 in FY 2023, $2.445 million over the next five years (FY 23-27) and $5.612 million over the next 10 years (FY 23-32). Likewise, if the rate is reduced by 1.73 cents ($0.0173 per $100), revenue will be reduced by $766,000 in FY 23, $4.23 million over the next five years (FY23-27), and $9.708 million over the next 10 years (FY 23-32). These figures include the impact of compounding the rate of growth over the base year. In other words, the FY 23 values are projected to increase slightly each year as property values continue to grow.

In order to reduce property taxes further, the City Council will need to consider options on reducing costs to match the revenue losses outlined. During the August 4th presentation, the Council asked staff to consider options that would reduce costs tied to the City's proposed Capital Improvement Program.

On August 15, 2022, City Manager presented to Council additional property tax rate reduction options. Council provided staff direction to move forward with the City Manager's proposed tax rate of $0.6572 per $100 valuation.

OPTIONS:

Approve or deny ordinance

RECOMMENDATION:

Approve ordinance levying a tax rate of $0.6572 per $100 valuation for 2022. (First Reading)

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

August 4, 2022 Special Session:

- Council approved minute order setting date and time of the public hearing on the tax rate and budget for FY 2022-2023 for September 6, 2022.
- Council approved a resolution proposing a tax rate $0.6572 per $100 value. The proposed rate is subject to final approval by the City Council.

FISCAL IMPACT:

NA

STAFF CONTACT:

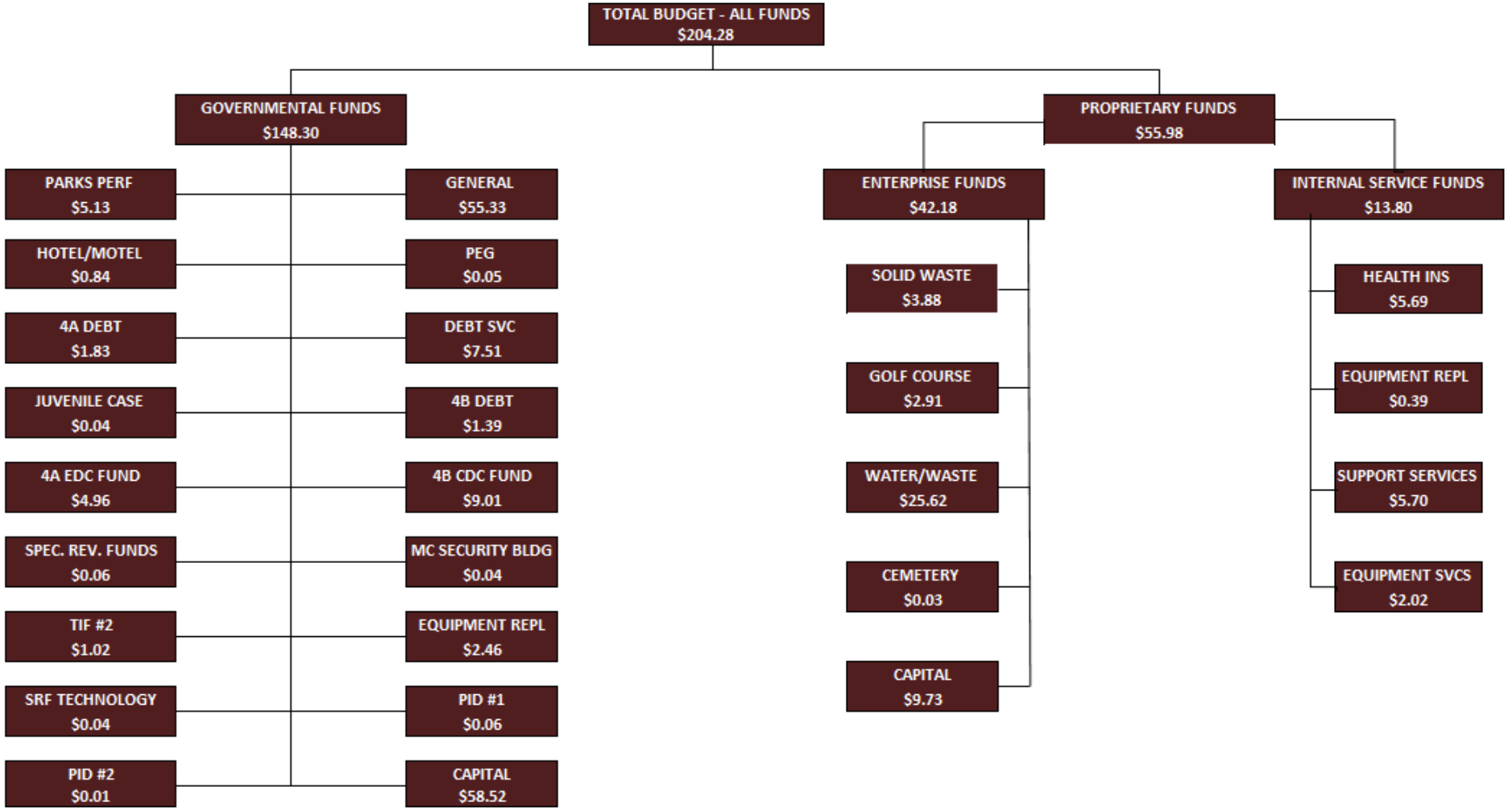
Martin, Avila
Finance Director
mavila@burlesontx.com
817-426-9651

THE CITY OF BURLESON TEXAS

Proposed Budget FY2022
Tax Rate and Related Ordinances

PRESENTED TO THE CITY COUNCIL ON SEPTEMBER 6, 2022

Overall Budget (in Millions)



Assumptions for General Fund

Assessed Value Increases

- FY 2024: Assumes 3% increase of existing properties and $125 million for new construction.
- FY 2025-27: Assumes 3% growth of existing properties and 2% growth for new construction.
- FY 2024-27: Assumes an additional 1% homestead exemption each year.

Debt Service Tax Rate: Increase of $0.0038
compared to FY 2021-22

+

General Fund Tax Rate: Decrease of $0.0325
compared to FY 2021-22

=

Total Tax Rate: Decrease of $0.0287
compared to FY 2021-22

Sales Tax

FY 2022: Assumes 12%	FY 2023: Assumes 3% increase	FY 2024-2027: Assumes 3% increase

1095

Tax Rate History

Fiscal Year	General Fund Rate	Debt Rate	Total Rate
FY 2022-23 Proposed	**$0.4649**	**$0.1923**	**$0.6572**
FY 2021-22	$0.4974	$0.1885	$0.6859
FY 2020-21	$0.5187	$0.1924	$0.7111
FY 2019-20	$0.5106	$0.2094	$0.7200
FY 2018-19	$0.5228	$0.2122	$0.7350
FY 2017-18	$0.5228	$0.2122	$0.7350
FY 2016-17	$0.5228	$0.2122	$0.7350
FY 2015-16	$0.5278	$0.2122	$0.7400
FY 2014-15	$0.5278	$0.2122	$0.7400
FY 2013-14	$0.5278	$0.1622	$0.6900

$0.0778 cents decrease

Lowest tax rate since FY 2007-2008 total tax rate - $0.6618 (15 years ago)

Homestead Exemption



- 1% homestead exemption was approved as part of the FY 2022 budget process and is effective in FY 2023
- 2% homestead exemption will be proposed during the FY 2023 budget process and will be effective for FY 2024.
- Minimum homestead exemption (primary residence) - $5,000

For a home valued at $253,812

- FY 2024: 2%, savings of $32.86
- FY 2025: 3%, savings of $50.04
- FY 2026: 4%, savings of $66.72
- FY 2027: 5%, savings of $83.40

Summary of Assumptions

	FY 23	FY 24	FY 25	FY 26	FY 27
Existing Appraised Value Growth	3%	3%	3%	3%	3%
New Construction	$147M	$125M	$127.5M	$130M	$132.6M
Sales Tax Growth	3%	3%	3%	3%	3%
Compensation *	3.5%	3.5%	3.5%	3.5%	3.5%
Tax Rate	$0.6572	$0.6572	$0.6572	$0.6572	$0.6572
Cash Funding – Capital Projects	$2.5M	$2.5M	$1.0M	$1.0M	$1.0M
Future Bond Sales	$9.6M	$25.9M	$19.5M	$14.0M	$17.5M

*Plus eligible step increases for Police/Fire
FY 23 Compensation effective 10/1/2022

$8 million cash funding capital projects estimated over the next 5 years

Total Outstanding Bond Debt

Supporting Debt	Outstanding Principal 9/30/2021	Percent	Outstanding Principal 9/30/2022	Percent	Increase (Decrease) Principal
Tax Supported Debt*	$59,462,361	41%	$56,412,368	39%	($3,049,991)
Water & Sewer	$54,360,000	38%	$55,780,000	38%	$1,420,000
4A	$11,947,068	9%	$10,374,490	7%	($1,572,580)
4B	$10,085,000	7%	$13,035,000	9%	$2,950,000
TIF	$5,120,000	4%	$8,040,000	6%	$2,920,000
Golf	$1,385,571	1%	$1,063,142	1%	($322,429)
Total Outstanding Debt*	**$142,360,000**	100%	**$144,705,000**	100%	**$2,345,000**

*All bond debt must be used for costs associated with capital projects and cannot be used for day to-day operations.

Includes $14,385,000 estimated 2022 GO and CO bond issue offset with $12,040,000 reduction of existing debt for a net change of $2,345,000.

1099

Water/Wastewater

Key issues in the development of the budget:

Enhance Future Capacity	Capital Improvement Program	Rates

• Completion of sewer project from City of Fort Worth to enhance future capacity for development
• $14,688,442 – Source of funding- bond issue in FY 2022 and available funds
	• $6 million bond issue proposed in FY 2022
	• 5 year Capital Improvement Plan 2023-2027:
	  • Water - $42.5 million
	  • Sewer - $34.7 million
		• No sewer rate increase proposed for FY 2022-2023
		• No water rate proposed for FY 2022-2023
		• No rate increase proposed until FY 2025

Solid Waste Fund Assumptions

Revenues
No projected fee increase for FY 23 Project a 5% fee increase in FY 24-27 ($2.31 increase on residential account)
2% - 2.25% increase in growth for FY 2023-2024

Expenditures	
Collection contract	Average cost $2.6 million
Recycling program	Average cost $475,000
Current contract expires in FY 2024	

1101

Total Expenditure Budget by Fund
(in millions)

Fund	FY 21-22	Proposed FY22-23	Variance
General Fund	$50.3	$55.3	$5.0
Debt Service	$7.2	$7.5	$0.3
Water & Wastewater Fund	$24.5	$25.6	$1.1
Solid Waste Fund	$3.7	$3.9	$0.2
Hidden Creek Golf Course Fund	$2.9	$2.9	$0.0
Parks Performance Fund	$4.8	$5.1	$0.3
4A Sales Tax SRF	$9.6	$5.0	($4.6)
4B Sales Tax SRF	$6.4	$9.0	$2.6
Capital Projects	$23.7	$21.7	($2.0)
Other Funds	$34.0	$68.3	$34.3
Total	**$167.1**	**$204.3**	**$37.2**

September 6, 2022 Council Meeting

- Public Hearing on FY2022-23 budget and property tax rate- Agenda item #
- Approval of ordinances (First reading) – Agenda item #
  - FY2022-23 budget- October 1, 2022 – September 30, 2023
  - Levying the property tax for the tax year 2022 taxable values and adopting the property tax rate of $0.6572 per $100 value
  - Approving Tax year 2022 tax roll
  - Approving the FY 2022-23 schedule of fees
  - Establishing the FY2022-23 rates for water and wastewater service (no increase)
  - Establishing the FY2022-23 rates for solid waste service (no increase)
  - Approving a 2% residential homestead exemption for Tax Year 2023 to be effective October 1, 2023 for FY2023-24

1103

Next Steps

September 12 – Special City Council meeting. Final reading of the ordinances to approve the budget, tax rate and related ordinances.

QUESTIONS/COMMENTS

ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, LEVYING THE AD VALOREM PROPERTY TAX OF THE CITY OF BURLESON, TEXAS, FOR THE YEAR 2022, ON ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY ON JANUARY 1, 2022, AND ADOPTING A TAX RATE OF $0.6572 PER $100 OF VALUATION FOR 2022; PROVIDING REVENUES FOR PAYMENT OF CURRENT MUNICIPAL MAINTENANCE AND OPERATION EXPENSES AND FOR PAYMENT OF INTEREST AND PRINCIPAL ON OUTSTANDING CITY OF BURLESON DEBT; PROVIDING FOR ENFORCEMENT OF COLLECTIONS; REPEALING CONFLICTING ORDINANCES; PROVIDNG A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, notice of the tax rate and public hearing on the tax rate was published on August 22, 2022, in the *Fort Worth Star-Telegram,* in accordance with state law; and

WHEREAS, notice of the tax rate and public hearing on the tax rate was posted on the City of Burleson's Internet website in accordance with state law; and

WHEREAS, the City Council of the City of Burleson (the "City") held a public hearing on the proposed tax rate, and such public hearing was held on September 6, 2022, prior approval of such date being hereby ratified and confirmed by the City Council, and all those wishing to speak on the tax rate were heard; and

WHEREAS, this Ordinance sets a tax rate of $0.6572 per $100 of valuation that, if applied to the total taxable value, will impose an amount of taxes to fund maintenance and operation expenditures of the City that exceeds the amount of taxes imposed for that purpose in 2021; and

WHEREAS, the City Council has studied tax rate of $0.6572 per $100 of valuation and listened to the comments of the taxpayers at the public hearings held therefore, and has determined that the 2022 tax rate of tax rate of $0.6572 per $100 of valuation is in the best interest of the City.

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

Section 1

That all of the above premises are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

Section 2

By authority of the Charter of the City of Burleson, Texas, and the laws of the State of Texas, there is hereby levied and adopted for the tax year 2022, on all taxable property situated within the corporate limits of the City of Burleson, Texas, on January 1, 2022, a tax rate of $0.6572 for each $100 of taxable value.

Section 3

Of the total tax rate, $0.4649 for each $100 of taxable value is hereby included, adopted and shall be distributed to fund maintenance and operation expenditures of the City in accordance with Section 26.05(a)(2) of the Texas Property Tax Code and any other applicable laws. **THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 2.18 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A $100,000 HOME BY APPROXIMATELY $9.90.**

Section 4

Of the total tax rate, $0.1923 for each $100 of taxable value is hereby included, adopted, and shall be distributed to pay the City's debt service as provided by Sections 26.04(e)(3)(C) and 26.05(a)(l) of the Texas Property Tax Code and any other applicable laws.

Section 5

The City Manager, or the City Manager's designee, shall notify the tax assessor-collectors of Johnson and Tarrant counties of the ad valorem tax rate adopted by the City in this Ordinance before September 30, 2022.

Section 6

The City Manager, or the City Manager's designee, shall include the following statement on the homepage of the City's Internet website: **THE CITY OF BURLESON, TEXAS, ADOPTED A TAX RATE THAT WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 2.18 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A $100,000 HOME BY APPROXIMATELY $9.90.**

Section 7

For enforcement of the collection of taxes hereby levied the City of Burleson shall have available all rights and remedies provided by law.

Section 8

That any and all ordinances, resolutions, rules, regulations, policies or provisions in conflict with the provisions of this Ordinance are hereby repealed and rescinded to the extent of conflict herewith.

Section 9

That if any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereto any person or circumstances is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance; and the City Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

Section 10

That the necessity of adopting and approving a proposed budget for the next fiscal year as required by the laws of the State of Texas requires that this Ordinance shall take effect immediately from and after its passage, and it is accordingly so ordained.

Section 11

The City Council finds at that meeting adopting this Ordinance there was a quorum present and finds further that said meeting was held in accordance with the provisions of Texas Government Code § 551.001, et. seq.

Section 12

The City Secretary is hereby directed to record this Ordinance and the vote to adopt the Budget.

PASSED AND APPROVED:

FIRST READING - SEPTEMBER 6, 2022

The motion to approve this Ordinance was made by _____

and seconded by _____, and the Ordinance was passed

and approved by the vote [AYE _____ - NAY _____]:

	Ave	Nay	Abstain	Absent
Chris Fletcher, Mayor				
Victoria Johnson, Place 1				

Rick Green, Place 2				
Jimmy Stanford, Place 3				
Tamara Payne, Place 4				
Dan McClendon, Place 5				
Ronnie Johnson, Place 6				

FINAL READING - SEPTEMBER 12, 2022

The motion to approve this Ordinance was made by _____ and seconded by _____, and the Ordinance was passed and approved by the vote [AYE _____ - NAY_____]:

	Ave	Nay	Abstain	Absent
Chris Fletcher, Mayor				
Victoria Johnson, Place 1				
Rick Green, Place 2				
Jimmy Stanford, Place 3				
Tamara Payne, Place 4				
Dan McClendon, Place 5				
Ronnie Johnson, Place 6				

_____
Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM:

_____
Amanda Campos, City Secretary

_____
E. Allen Taylor, Jr., City Attorney

THE CITY OF BURLESON TEXAS

Department Memo

City Council Regular Meeting

DEPARTMENT: **City Manager's Office**

FROM: **Martin Avila, Finance Director**

MEETING: **September 6, 2022**

SUBJECT:

Consider approval of an ordinance approving the 2022 tax rolls; and declaring an effective date. (First Reading) *(Staff Presenter: Martin Avila, Finance Director)*

SUMMARY:

Tax year 2022 tax rolls.

OPTIONS:

Approve or deny ordinance

RECOMMENDATION:

Approve ordinance approving the 2022 tax rolls; and declaring an effective date. (First Reading)

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

August 4, 2022 Special Session:

- Council approved minute order setting date and time of the public hearing on the tax rate and budget for FY 2022-2023 for September 6, 2022.
- Council approved a resolution proposing a tax rate $0.6572 per $100 value. The proposed rate is subject to final approval by the City Council.

FISCAL IMPACT:

NA

STAFF CONTACT:

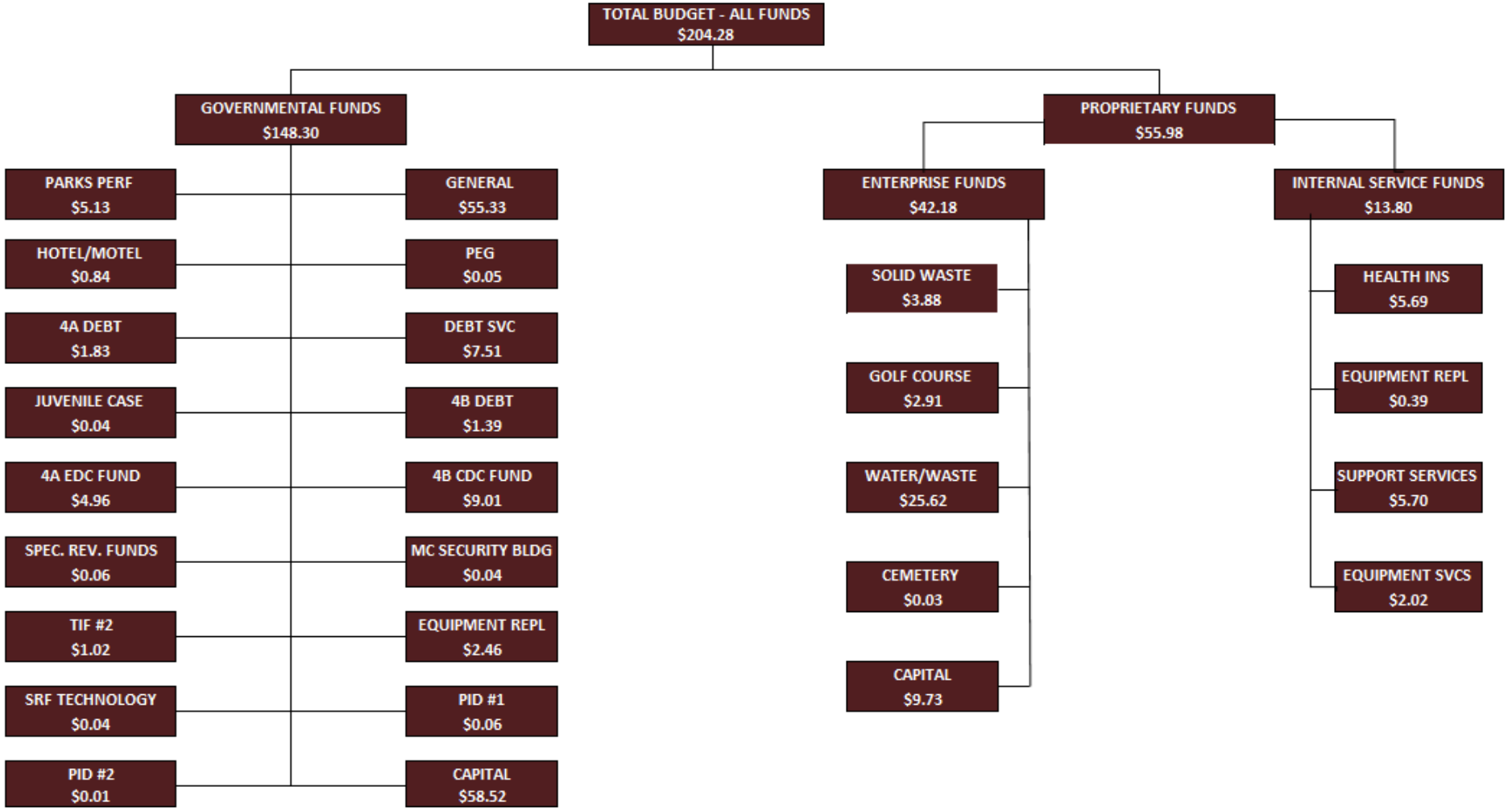
Martin, Avila
Finance Director
mavila@burlesontx.com
817-426-9651

THE CITY OF BURLESON TEXAS

Proposed Budget FY2022
Tax Rate and Related Ordinances

PRESENTED TO THE CITY COUNCIL ON SEPTEMBER 6, 2022

Overall Budget (in Millions)



Assumptions for General Fund

Assessed Value Increases

- FY 2024: Assumes 3% increase of existing properties and $125 million for new construction.
- FY 2025-27: Assumes 3% growth of existing properties and 2% growth for new construction.
- FY 2024-27: Assumes an additional 1% homestead exemption each year.

Debt Service Tax Rate: Increase of $0.0038
compared to FY 2021-22

+

General Fund Tax Rate: Decrease of $0.0325
compared to FY 2021-22

=

Total Tax Rate: Decrease of $0.0287
compared to FY 2021-22

Sales Tax

FY 2022: Assumes 12%	FY 2023: Assumes 3% increase	FY 2024-2027: Assumes 3% increase

1114

Tax Rate History

Fiscal Year	General Fund Rate	Debt Rate	Total Rate
FY 2022-23 Proposed	**$0.4649**	**$0.1923**	**$0.6572**
FY 2021-22	$0.4974	$0.1885	$0.6859
FY 2020-21	$0.5187	$0.1924	$0.7111
FY 2019-20	$0.5106	$0.2094	$0.7200
FY 2018-19	$0.5228	$0.2122	$0.7350
FY 2017-18	$0.5228	$0.2122	$0.7350
FY 2016-17	$0.5228	$0.2122	$0.7350
FY 2015-16	$0.5278	$0.2122	$0.7400
FY 2014-15	$0.5278	$0.2122	$0.7400
FY 2013-14	$0.5278	$0.1622	$0.6900

$0.0778 cents decrease

Lowest tax rate since FY 2007-2008 total tax rate - $0.6618 (15 years ago)

1115

Homestead Exemption



- 1% homestead exemption was approved as part of the FY 2022 budget process and is effective in FY 2023
- 2% homestead exemption will be proposed during the FY 2023 budget process and will be effective for FY 2024.
- Minimum homestead exemption (primary residence) - $5,000

For a home valued at $253,812

- FY 2024: 2%, savings of $32.86
- FY 2025: 3%, savings of $50.04
- FY 2026: 4%, savings of $66.72
- FY 2027: 5%, savings of $83.40

Summary of Assumptions

	FY 23	FY 24	FY 25	FY 26	FY 27
Existing Appraised Value Growth	3%	3%	3%	3%	3%
New Construction	$147M	$125M	$127.5M	$130M	$132.6M
Sales Tax Growth	3%	3%	3%	3%	3%
Compensation *	3.5%	3.5%	3.5%	3.5%	3.5%
Tax Rate	$0.6572	$0.6572	$0.6572	$0.6572	$0.6572
Cash Funding – Capital Projects	$2.5M	$2.5M	$1.0M	$1.0M	$1.0M
Future Bond Sales	$9.6M	$25.9M	$19.5M	$14.0M	$17.5M

*Plus eligible step increases for Police/Fire
FY 23 Compensation effective 10/1/2022

$8 million cash funding capital projects estimated over the next 5 years

Total Outstanding Bond Debt

Supporting Debt	Outstanding Principal 9/30/2021	Percent	Outstanding Principal 9/30/2022	Percent	Increase (Decrease) Principal
Tax Supported Debt*	$59,462,361	41%	$56,412,368	39%	($3,049,991)
Water & Sewer	$54,360,000	38%	$55,780,000	38%	$1,420,000
4A	$11,947,068	9%	$10,374,490	7%	($1,572,580)
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TIF	$5,120,000	4%	$8,040,000	6%	$2,920,000
Golf	$1,385,571	1%	$1,063,142	1%	($322,429)
Total Outstanding Debt*	**$142,360,000**	100%	**$144,705,000**	100%	**$2,345,000**

*All bond debt must be used for costs associated with capital projects and cannot be used for day to-day operations.

Includes $14,385,000 estimated 2022 GO and CO bond issue offset with $12,040,000 reduction of existing debt for a net change of $2,345,000.

1118

Water/Wastewater

Key issues in the development of the budget:

Enhance Future Capacity	Capital Improvement Program	Rates

• Completion of sewer project from City of Fort Worth to enhance future capacity for development
• $14,688,442 – Source of funding- bond issue in FY 2022 and available funds
	• $6 million bond issue proposed in FY 2022
	• 5 year Capital Improvement Plan 2023-2027:
	  • Water - $42.5 million
	  • Sewer - $34.7 million
		• No sewer rate increase proposed for FY 2022-2023
		• No water rate proposed for FY 2022-2023
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Solid Waste Fund Assumptions

Revenues
No projected fee increase for FY 23 Project a 5% fee increase in FY 24-27 ($2.31 increase on residential account)
2% - 2.25% increase in growth for FY 2023-2024

Expenditures	
Collection contract	Average cost $2.6 million
Recycling program	Average cost $475,000
Current contract expires in FY 2024	

1120

Total Expenditure Budget by Fund
(in millions)

Fund	FY 21-22	Proposed FY22-23	Variance
General Fund	$50.3	$55.3	$5.0
Debt Service	$7.2	$7.5	$0.3
Water & Wastewater Fund	$24.5	$25.6	$1.1
Solid Waste Fund	$3.7	$3.9	$0.2
Hidden Creek Golf Course Fund	$2.9	$2.9	$0.0
Parks Performance Fund	$4.8	$5.1	$0.3
4A Sales Tax SRF	$9.6	$5.0	($4.6)
4B Sales Tax SRF	$6.4	$9.0	$2.6
Capital Projects	$23.7	$21.7	($2.0)
Other Funds	$34.0	$68.3	$34.3
Total	**$167.1**	**$204.3**	**$37.2**

September 6, 2022 Council Meeting

- Public Hearing on FY2022-23 budget and property tax rate- Agenda item #
- Approval of ordinances (First reading) – Agenda item #
  - FY2022-23 budget- October 1, 2022 – September 30, 2023
  - Levying the property tax for the tax year 2022 taxable values and adopting the property tax rate of $0.6572 per $100 value
  - Approving Tax year 2022 tax roll
  - Approving the FY 2022-23 schedule of fees
  - Establishing the FY2022-23 rates for water and wastewater service (no increase)
  - Establishing the FY2022-23 rates for solid waste service (no increase)
  - Approving a 2% residential homestead exemption for Tax Year 2023 to be effective October 1, 2023 for FY2023-24

Next Steps

September 12 – Special City Council meeting. Final reading of the ordinances to approve the budget, tax rate and related ordinances.

QUESTIONS/COMMENTS

ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, APPROVING THE 2022 TAX ROLLS; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City of Burleson, Texas (the "City") received the certified 2022 tax rolls of the City of Burleson; and

WHEREAS, the City desires to approve the tax rolls in accordance with state law.

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

Section 1

That the City Council hereby approves the 2022 tax rolls of the City of Burleson, Texas, which will result in a tax levy in the estimated amount of $30,238,185 (of which $1,103,298 is tax revenue from the Tax Increment Reinvestment Zone Number Two) based on the Certified Appraisal Rolls as approved and provided by the Appraisal Review Boards of the Johnson Central Appraisal District and the Tarrant Central Appraisal District.

Section 2

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

Section 3

This ordinance shall become effective immediately upon its passage and approval.

PASSED AND APPROVED:

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

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

_____
Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

_____
Amanda Campos, City Secretary

APPROVED AS TO FORM:

_____
E. Allen Taylor, Jr., City Attorney

THE CITY OF BURLESON TEXAS

Department Memo

City Council Regular Meeting

DEPARTMENT: **City Manager's Office**

FROM: **Martin Avila, Finance Director**

MEETING: **September 6, 2022**

SUBJECT:

Consider approval of an ordinance providing a FY 2022-23 schedule of fees for various city services; incorporating the recitals into the body of the ordinance; providing a severability clause, cumulative clause, and savings clause; finding that the meeting at which this ordinance is passed is open to the public; and declaring an effective date. (First Reading) *(Staff Presenter: Martin Avila, Finance Director)*

SUMMARY:

Present FY2022-2023 Fee Schedule

OPTIONS:

Approve or deny ordinance

RECOMMENDATION:

Approve ordinance for FY2022-2023 Fee Schedule (First Reading)

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

NA

FISCAL IMPACT:

NA

STAFF CONTACT:

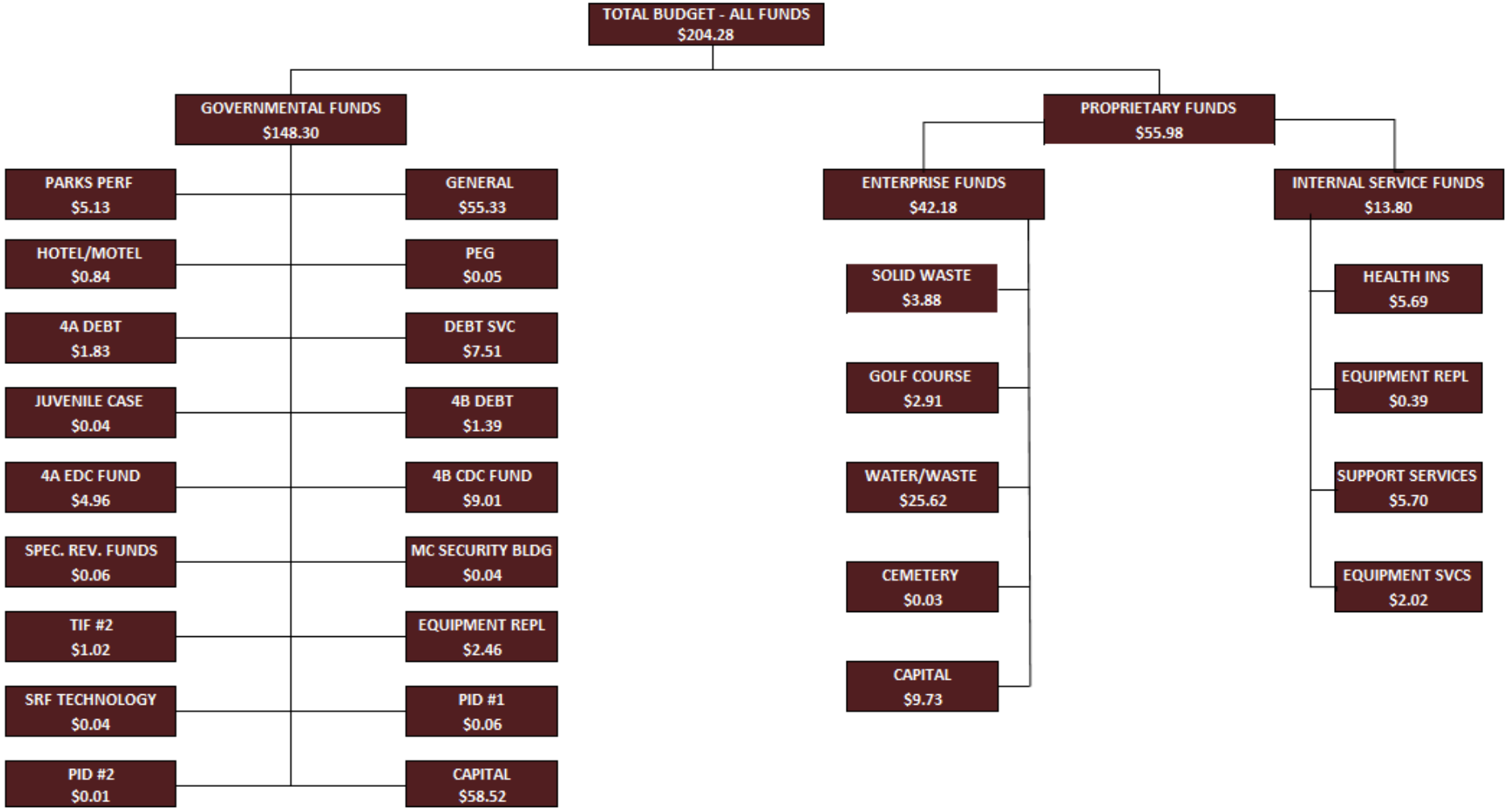
Martin, Avila
Finance Director
mavila@burlesontx.com
817-426-9651

THE CITY OF BURLESON TEXAS

Proposed Budget FY2022
Tax Rate and Related Ordinances

PRESENTED TO THE CITY COUNCIL ON SEPTEMBER 6, 2022

Overall Budget (in Millions)



1130

Assumptions for General Fund

Assessed Value Increases

- FY 2024: Assumes 3% increase of existing properties and $125 million for new construction.
- FY 2025-27: Assumes 3% growth of existing properties and 2% growth for new construction.
- FY 2024-27: Assumes an additional 1% homestead exemption each year.

Debt Service Tax Rate: Increase of $0.0038
compared to FY 2021-22

+

General Fund Tax Rate: Decrease of $0.0325
compared to FY 2021-22

=

Total Tax Rate: Decrease of $0.0287
compared to FY 2021-22

Sales Tax

FY 2022: Assumes 12%	FY 2023: Assumes 3% increase	FY 2024-2027: Assumes 3% increase

1131

Tax Rate History

Fiscal Year	General Fund Rate	Debt Rate	Total Rate
FY 2022-23 Proposed	**$0.4649**	**$0.1923**	**$0.6572**
FY 2021-22	$0.4974	$0.1885	$0.6859
FY 2020-21	$0.5187	$0.1924	$0.7111
FY 2019-20	$0.5106	$0.2094	$0.7200
FY 2018-19	$0.5228	$0.2122	$0.7350
FY 2017-18	$0.5228	$0.2122	$0.7350
FY 2016-17	$0.5228	$0.2122	$0.7350
FY 2015-16	$0.5278	$0.2122	$0.7400
FY 2014-15	$0.5278	$0.2122	$0.7400
FY 2013-14	$0.5278	$0.1622	$0.6900

$0.0778 cents decrease

Lowest tax rate since FY 2007-2008 total tax rate - $0.6618 (15 years ago)

1132

Homestead Exemption



- 1% homestead exemption was approved as part of the FY 2022 budget process and is effective in FY 2023
- 2% homestead exemption will be proposed during the FY 2023 budget process and will be effective for FY 2024.
- Minimum homestead exemption (primary residence) - $5,000

For a home valued at $253,812

- FY 2024: 2%, savings of $32.86
- FY 2025: 3%, savings of $50.04
- FY 2026: 4%, savings of $66.72
- FY 2027: 5%, savings of $83.40

Summary of Assumptions

	FY 23	FY 24	FY 25	FY 26	FY 27
Existing Appraised Value Growth	3%	3%	3%	3%	3%
New Construction	$147M	$125M	$127.5M	$130M	$132.6M
Sales Tax Growth	3%	3%	3%	3%	3%
Compensation *	3.5%	3.5%	3.5%	3.5%	3.5%
Tax Rate	$0.6572	$0.6572	$0.6572	$0.6572	$0.6572
Cash Funding – Capital Projects	$2.5M	$2.5M	$1.0M	$1.0M	$1.0M
Future Bond Sales	$9.6M	$25.9M	$19.5M	$14.0M	$17.5M

*Plus eligible step increases for Police/Fire
FY 23 Compensation effective 10/1/2022

$8 million cash funding capital projects estimated over the next 5 years

Total Outstanding Bond Debt

Supporting Debt	Outstanding Principal 9/30/2021	Percent	Outstanding Principal 9/30/2022	Percent	Increase (Decrease) Principal
Tax Supported Debt*	$59,462,361	41%	$56,412,368	39%	($3,049,991)
Water & Sewer	$54,360,000	38%	$55,780,000	38%	$1,420,000
4A	$11,947,068	9%	$10,374,490	7%	($1,572,580)
4B	$10,085,000	7%	$13,035,000	9%	$2,950,000
TIF	$5,120,000	4%	$8,040,000	6%	$2,920,000
Golf	$1,385,571	1%	$1,063,142	1%	($322,429)
Total Outstanding Debt*	**$142,360,000**	100%	**$144,705,000**	100%	**$2,345,000**

*All bond debt must be used for costs associated with capital projects and cannot be used for day to-day operations.

Includes $14,385,000 estimated 2022 GO and CO bond issue offset with $12,040,000 reduction of existing debt for a net change of $2,345,000.

1135

Water/Wastewater

Key issues in the development of the budget:

Enhance Future Capacity	Capital Improvement Program	Rates

• Completion of sewer project from City of Fort Worth to enhance future capacity for development
• $14,688,442 – Source of funding- bond issue in FY 2022 and available funds
	• $6 million bond issue proposed in FY 2022
	• 5 year Capital Improvement Plan 2023-2027:
	  • Water - $42.5 million
	  • Sewer - $34.7 million
		• No sewer rate increase proposed for FY 2022-2023
		• No water rate proposed for FY 2022-2023
		• No rate increase proposed until FY 2025

Solid Waste Fund Assumptions

Revenues
No projected fee increase for FY 23 Project a 5% fee increase in FY 24-27 ($2.31 increase on residential account)
2% - 2.25% increase in growth for FY 2023-2024

Expenditures	
Collection contract	Average cost $2.6 million
Recycling program	Average cost $475,000
Current contract expires in FY 2024	

Total Expenditure Budget by Fund
(in millions)

Fund	FY 21-22	Proposed FY22-23	Variance
General Fund	$50.3	$55.3	$5.0
Debt Service	$7.2	$7.5	$0.3
Water & Wastewater Fund	$24.5	$25.6	$1.1
Solid Waste Fund	$3.7	$3.9	$0.2
Hidden Creek Golf Course Fund	$2.9	$2.9	$0.0
Parks Performance Fund	$4.8	$5.1	$0.3
4A Sales Tax SRF	$9.6	$5.0	($4.6)
4B Sales Tax SRF	$6.4	$9.0	$2.6
Capital Projects	$23.7	$21.7	($2.0)
Other Funds	$34.0	$68.3	$34.3
Total	**$167.1**	**$204.3**	**$37.2**

September 6, 2022 Council Meeting

- Public Hearing on FY2022-23 budget and property tax rate- Agenda item #
- Approval of ordinances (First reading) – Agenda item #
  - FY2022-23 budget- October 1, 2022 – September 30, 2023
  - Levying the property tax for the tax year 2022 taxable values and adopting the property tax rate of $0.6572 per $100 value
  - Approving Tax year 2022 tax roll
  - Approving the FY 2022-23 schedule of fees
  - Establishing the FY2022-23 rates for water and wastewater service (no increase)
  - Establishing the FY2022-23 rates for solid waste service (no increase)
  - Approving a 2% residential homestead exemption for Tax Year 2023 to be effective October 1, 2023 for FY2023-24

Next Steps

September 12 – Special City Council meeting. Final reading of the ordinances to approve the budget, tax rate and related ordinances.

QUESTIONS/COMMENTS

ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, PROVIDING A NEW SCHEDULE OF FEES; INCORPORATING THE RECITALS INTO THE BODY OF THE ORDINANCE; PROVIDING A SEVERABILITY CLAUSE, CUMLUATIVE CLAUSE, AND SAVINGS CLAUSE; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EFFECTIVE DATE.

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

WHEREAS, the City Council passed an ordinance on September 13, 2021, which, among other things, provided a fee schedule that contained a list of all fees charged by the City of Burleson (save and except water and wastewater impact fees, trash, recycling, and garbage collection rates, and impact fees which are wholly contained in a separate ordinances); and

WHEREAS, the fee schedule needs to be amended to provide for a fees effective for the 2022-2023 fiscal year; and

WHEREAS, the proposed amended fee schedule is attached hereto as Exhibit "A" and incorporated as part of this Ordinance (the "Incorporated Fee Schedule"); and

WHEREAS, such fee schedule is intended to repeal and replace existing fees in conflict with the Incorporated Fee Schedule, save and except water and wastewater fees, trash, recycling, and garbage collection rates, and impact fees, which are wholly contained in a separate ordinances; and

WHEREAS, the City Council desires that the Incorporated Fee Schedule repeal and replace the current fee schedule; and

WHEREAS, the City Council has determined that the adopting the Incorporated Fee Schedule is in the best interest of the City, and further finds and determines that the rules, regulations, terms, conditions, provisions, and requirements of this ordinance are reasonable and necessary to protect public health, safety, and quality of life in the City.

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

Section 1

The City of Burleson hereby adopts the Incorporated Fee Schedule (attached hereto as Exhibit "A" and incorporated herein for all purposes) and repeals and replaces any prior fee schedule in conflict with the Incorporated Fee Schedule, to be effective October 1, 2022.

Section 2

That all of the above premises are found to be true and correct and are incorporated into the body of this ordinance as if copied in their entirety.

Section 3

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

Section 4

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

Section 5

All rights and remedies of the City are expressly saved as to any and all provisions of any ordinance affecting fees of the City and to any and all violations of the provisions of any prior ordinance pertaining to the fee schedule and regulations within the City which have accrued as of the effective date of this ordinance; as to such accrued fees, collection activity, violations, and any pending litigation, both civil and criminal, whether pending in court or not, under such prior ordinances, same shall not be affected by this ordinance but may be prosecuted and pursued until final disposition by the courts.

Section 6

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

Section 7

This ordinance shall be in full force and effect October 1, 2022 and after its passage and publication as provided by law.

PASSED AND APPROVED:

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

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

_____
Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

_____
Amanda Campos, City Secretary

APPROVED AS TO FORM:

_____
E. Allen Taylor, Jr., City Attorney

THE CITY OF BURLESON TEXAS

FEE SCHEDULE

FY 2022-23 Proposed

Animal Control
BRiCk
Building Permits and Inspection
City Manager's Office
City Secretary's Office
Code Enforcement
Economic Development/TIF
Engineering
Environmental Health
Fire Department
Finance
Fire Prevention
Golf Course
Library
Municipal Court
Parks
City Ball Fields
Park Facilities (Warren, Chisenhall and Mistletoe)
Park Land Dedication
Police Department
Planning
Records Management
Russell Farm
Utility Billing
Water/Wastewater

Animal Control

PERMIT/SERVICE	FEE
1. Offense Fees (Impoundment)	
A. First Offense (Altered/Unaltered)	$30/$45
B. Second Offense (Altered/Unaltered)	$60/$80
C. Third Offense (Altered/Unaltered)	$85/$120
2. Small Animal Boarding Fee	$10/per Day
3. Livestock Impounding Fee	$75
4. Livestock Boarding Fee	$10/per Day
5. Adoption Fee	$20/per Animal
6. Adoption Spay/Neuter Fee	$75
7. Immunization Fee	
A. Distemper, Parvo and Bordetella	$20
B. Rabies	$10
8. Quarantine Fee	$10/day
9. Microchip Fee	$15
10. Multi-Pet Permit	
A. Application Fee	$ 5
B. Permit Fee	$25/Annually
11. Kennel Permit	
A. Application Fee	$ 5
B. Permit Fee	$100/Annually
12. Dangerous Animal Registration Fee	$250/Annually

BRiCk

PERMIT/SERVICE	FEE
1. Definitions:	
A. Adult	Ages 16-61
B. Non-Resident	Any individual or family not living within the defined city limits of Burleson
C. Resident	Person who resides within the city limits of Burleson
D. Senior	Ages 62 and older
E. Youth	Ages 3-15 (children under 3 years of age are free)
2. General Policy for BRiCk:	
A. Children below 10 years of age must be accompanied by an adult at all times.	
B. Children 15 and younger must have an adult present in the facility at all times and must be directly supervised in the fitness area.	
C. Children 13 and older may attend a fitness orientation class to be allowed future access to the fitness area without direct adult supervision. A parent or gaurdian must still be present in the facility.	
3. Cancellations/Refunds/Transfers/Medical Policy:	
A. Rentals canceled 30 calendar days or more prior to event date	Receive 100% of the deposit

B. Rentals canceled 29-15 calendar days prior to event date	Receive 50% deposit
C. Rentals cancelled 14 calendar days or less prior to the event date	Forfeit all deposits
D. Rentals downgraded from 2 rooms to 1 room 30 calendar days or more prior to event date	Refunded 100% of deposit paid for the additional room
E. Rentals downgraded from 2 rooms to 1 room less than 30 calendar days prior to event date	Forfeit the portion of the deposit paid for the additional room. For pool party rooms, one-half of the deposit paid for both rooms will be forfeited.
F. Sports rental cancellations	May be subject to an administrative fee not to exceed $50.00

5A. Memberships Fees	**(Annual Contract/Monthly Draft/1 Month)**
Youth (3-15 yrs.)	$235/$25/$30
Adult	$330/$35/$40
Senior (62 & Up)	$280/$30/$35
Family	$505/$50/$65

5B. Non-Resident Rate	**(Annual Contract/Monthly Draft/1 Month)**
Youth (3-15 yrs.)	$315/$30/$40
Adult	$440/$45/$55
Senior (62 & Up)	$380/$40/$50
Family	$680/$70/$85

5C. Military/First Responder Rate	**(Annual Contract/Monthly Draft/1 Month)**
Youth (3-15 yrs.)	$185/$20/$25
Adult	$260/$25/$35
Senior (62 & Up)	$225/$23/$30
Family	$405/$40/$50

5D. Corporate/Educator Rate	**(Annual Contract/Monthly Draft/1 Month)**
Adult	$285/$30/$35
Senior (62 & Up)	$245/$25/$30
Family	$445/$45/$60

5E. Summer Punch Pass Rate	**(5 Day/10 Day)**
Youth (3-15 yrs.)	$20/$25
Adult	$25/$30
Senior (62 & Up)	$22/$27
Family	$35/$40

5F. Daily Guest Rate	**(1 Day/ Military, First Responder, Educator)**
Daily Pass 3 & Up	$8/$6
Family Day Pass (up to 4)	$20/$15
Groups of 15+	$6 each/$4 each

6. Fees in Addition to Membership

The following are available to members at an additional cost (not included in the membership fees) & subject to rules established by the Director of Parks and Recreation.

6A. Indoor Aquatics / Party Rooms	**(Deposit/Member or Resident/Non-Resident)**
Pool Party Room - Max 25 guests	$50/$50 per hour/$81 per hour

Pool Party Room - Max 50 guests	$50/$95 per hour/$142 per hour
Private party without slide - Max 485 guests	$50/$262.50 per hour/$287.50 per hour
Private party with slide - Max 485 guests	$50/$237.50 per hour/$262.50 per hour
Private party with sundeck - 50 max	$50/$70/$108
General Policies (not limited to the following)	
All rental rates are based on hourly rates with a minimum 2 hour rental.	
Rentals and private parties include the use of party room(s) and entire indoor aquatics area	
Private party fees include the cost of after-hours lifeguards	

6B. Meeting Room Rentals (All rental rates are based on hourly rates with a minimum 2 hour rental)	**(Deposit/Member or Resident/Non-Resident)**
1,400 square feet	$50/$45 per hour/$61 per hour
2,800 square feet	$50/$80 per hour/$108 per hour
Damage Deposit	Will be refundable provided the usage contract terms are met. Refund is subject to any remaining balance due on household.
After Hours Fee	$30/hr per customer service attendant in addition to rental fees listed above

6C. Gymnasium Rentals	**(Deposit/Member or Resident/Non-Resident)**
Half Court	$50/$25 per hour/$46 per hour
Full Court	$50/$35 per hour/$61 per hour
Two Full Courts	$50/$65 per hour/$108 per hour
Damage Deposit	Will be refundable provided the usage contract terms are met. Refund is subject to any remaining balance due on household
After Hours Fee	**$30/hr in addition to rental fees listed above**

6D. Group Fitness	**(Deposit/Member or Resident/Non-Resident)**
Group Exercise Room Rental - Max 25 guests	$50/$25 per hour/$35 per hour
Damage Deposit	Will be refundable provided the usage contract terms are met. Refund is subject to any remaining balance due on household.
After Hours Fee	***$30/hr in addition to rental fees listed above***

6E. Kids Zone:	
All Family memberships excluding Daily Guests	No additional cost
Daily Guests	$2 per hour/per child
General Policies (not limited to the following):	
Ages 6 months through 12 years of age	
Parents/guardians must be on premises	
Maximum 2 hours	
Late fees will be charged for failure to pick up on time	

6F. Outdoor Swimming Pool (All rentals are based on hourly rates with a minimum of two hour rental):	**(Deposit/Member or Resident/Non-Resident)**
Daily Passes - Youth (Age 3-15)	$0/$3/$3
Daily Passes - Adult (Age 16-61)	$0/$4/$4

6G. Outdoor Pool Rental/Private Parties:	**(Deposit/Member or Resident/Non-Resident)**

0-49 attendees/ guests	$75/$65 per hour/$75 per hour
50-149 attendees/ guests	$75/$75 per hour/$85 per hour
6H. Splash Pad Private Rental	**(Deposit/Member or Resident/Non-Resident)**
Max Guest: 150 Private Rental	***$50/$60 per hour/$70 per hour***
6I. Party Packages (2 hours)	**(Deposit/Fee)**
Basic - 1 Activity (24 participants)	$50/$225
Additional Activity (Pool or Gym/Boulder)	$0/$30
Additional Guests	$5 each
6J. Splash Pad Pavilion Rental	**(Deposit/Member or Resident/Non-Resident)**
Cost per pavilion, 2 available Max guests: 20 per pavilion ***Rentals of the splash pad pavilion will only be allowed during certain hours**	$50/$30 per hour/$40 per hour

General Policies (not limited to the following):

Private party fees include the cost of afterhours lifeguards

The Damage Deposit will be refundable provided the usage contract terms are met

Refund is subject to any remaining balance due on household

Building Permits and Inspection

PERMIT/SERVICE	FEE
1. Fees for new structural occupancy *(Single family dwelling, duplex, townhouse)*	$0.60/ft. all area under one roof
2. Fees for new Commercial (Except apartment and shell buildings)	
A. 500 SQ. FT. OR LESS	$450
B. 501 - 1,000	$850
C. 1,001 - 2,500	$2,132
D. 2,501 - 8,500	$65 + $0.665/Sf
E. 8,501 - 50,000	$5,000 + $0.30/Sf
F. 50,001 - 100,000	$12,285 + $0.125/Sf
G. 100,001-500,000 SQ. FT.	$17,485 + $0.083/Sf
H. 500,001 or more SQ. FT.	$43,485 + $0.042/Sf
3. Fees for Shell Buildings	
A. Completion of Structure	1/2 the rates in "2" Above
B. Interior completion	1/2 the rates in "2" Above
4. Fees for new Apartment Only	
A. 50,000 or less SQ. FT.	$.32/sq. ft
B. 50,001 - 100,000	$4,000 + .24/sq.ft.
C. 100,001 - 200,000	$12,000 + .16/sq.ft.
D. 201,000 or more SQ. FT.	$20,000 + .12/sq.ft.
5a. Commercial single trade permits	
A. $2,500 or less	$50
B. $2,501 - $10,000	$70
C. $10,001 and over $2,500 increments	$75 Plus $10/per Increment
5b. Residential single trade permits	$65/each

6a. Residential Addition - addition to an existing residential structure	$0.50/Sq Ft
6b. Residential Remodel - alterations, repairs & remodeling to an existing residential structure	$0.25 /Sq Ft
7. Commercial Remodel / Addition - alterations, repairs, additions & remodeling to existing commercial structure. (Based on valuation)	
A. <$500	$70
B. $500 - $2500	$75
C. $2500 - $5000	$80
D. $5000 - $7500	$85
E. $7500 - $10,000	$90
F. More than $10,000	$90 + $10/$2500 increments over $10,000
8. New Construction for garages, barns & storage buildings over 200 Sq Ft	
A. <$500	$70
B. $500 - $2500	$75
C. $2500 - $5000	$80
D. $5000 - $7500	$85
E. $7500 - $10,000	$90
F. More than $10,000	$90 + $10/$2500 increments over $10,000
9. Certificate of Occupancy (Commercial remodel, new tenant, & tenant finish out)	
A. 1-500 SQ. FT.	$50
B. 501 - 2,500 SQ. FT.	$60
C. 2,501 - 5,000 SQ. FT.	$80
D. 5,000 - 10,000 SQ. FT.	$100
E. 10,000 or more	$150
F. Clean & show (Commercial Electric Release)	$50
G. Temporary Certificate of Occupancy	$300/30 days not to exceed 90 days
10. Reinspection Fees	
A. Reinspection Fee - 2nd red tag for same item	$75
B. Reinspection Fee - 3rd red tag for same item	$150
11. Miscellaneous Permits	
A. Swimming Pool	
1. In-Ground	$200
2. Above Ground	$ 50
B. Other - Includes:	
1. Storage Buildings (Less than 200 sq. ft.)	$25
2. Moving Permit	$25
3. Carport/Awning	$25
4. Fence (New & Replace)	$25
5. Retaining Wall	$25
6. Window Replacement	$25
7. Foundation (New)	$75
8. Demolition Permits	$25 for residential / $100 for commercial
9. Patio Cover	$50
10. Freestanding Structure (i.e. Pergola, Gazebo, Arbor)	$50
11. Subdivision Entry Wall Screen	$150
C. Lawn Sprinkler	$100
D. Signs	

1. Freestanding Sign	$100 (Pole / Pylon / Monument / Flag Sign)
2. Wall Sign without CMS	$50 (Awning / Canopy / Channel Letters / Marquee / Mural/Poster / Projection / Roof Sign / Sign Cabinet)
3. Wall Sign with CMS	$100 (Awning / Canopy / Channel Letters / Marquee / Mural/Poster / Projection / Roof Sign / Sign Cabinet)
4. CMS added to existing Wall or Freestanding Sign	$100
5. Shopping Center Sign Plan	$250
6. Temporary Signs	$25 (Banners / Homebuilder / Residential Subdivision Development)
7. Sign Variance	$250
8. Billboard Conversion	$200 (Static type to Electronic)
E. Subdivision Entry Wall Screen	$150
12. After Hours Inspection	$60 per hour (2 hour minimum)
13. Plan Review	
A. Commerical Plan Review (New Only)	40% of Building Permit Fee - $250 minimum & a $7,000 maximim (non-refundable)
B. Commerical Remodel/Addition	40% of Building Permit Fee (non-refundable)
C. Residential Plan Review (New)	$75/each
D. Residential Plan Review (Remodel/Addition)	$30
14. Building Codes & Standards Board	$150
15. Electrician's License	
A. Master	
1. First Annual	$0
2. Renewal	$0
B. Journeyman	
1. First Annual	$0
2. Renewal	$0
C. Sub-Contractor Base Permit Fee / Validation Fee	Residential $65/Commercial $75
16. Mechanical License	
A. Mechanical	
1. First Annual	$100
2. Renewal	$50
B. Sub-Contractor Base Permit Fee / Validation Fee	Residential $65/Commercial $75
17. Plumbing Contractor's Registration	
A. First Annual	$0
B. Renewal	$0
C. Sub-Contractor Base Permit Fee / Validation Fee	Residential $65/Commercial $75
18. Temporary Use	
A. Special Events	$50
B. Seasonal Use	$50
C. Temporary Outdoor Sales	$50
D. Stationary Food Vendors	$50
E. Carnival & Circus	$50
19. Administrative fee ***(Applied when changes are made to previously reviewed and/or permitted projects for residential or commercial -- i.e. revised site plan, floor plan, etc.)***	$25
A. First Revision	$75
B. Second Revision	$150
C. Each Additional Revision	$200/each

20. Modular buildings/construction trailers *(Utilities require separate permit - see #5 - one trade only permits)*	$50
21. Commercial Canopy/Cover	1/4 cost of Commercial
A. 500 sq. ft. or less	$120
B. 501-1,000	$210
C. 1,001-2,500	$410
D. 2,501-8500	$12.50 + .16/sq. ft.
E. 8,501-50,000	$862.50 + .06/sq. ft.
F. 50,001-100,000	$2,362.50 + .03/sq. ft.
G. 100,001-500,000	$3,362.50 + .02/sq. ft.
H. 500,001 or more sq. ft.	$8,362.50 + .01/sq. ft.

City Manager's Office

PERMIT/SERVICE	FEE
1. Solid Waste Collection Service application fee	$75.00
2. Limousine Service Permit	$25/Year
3. Annual License to operate any manufactured home park, mobile home park or travel trailer park within the City	$25.00 plus $1.00 per space for all spaces in excess of 25
4. Transfer fee for transfer of annual license to operate any manufactured home park, mobile home park or travel trailer park within the City	$25

City Secretary's Office

PERMIT/SERVICE	FEE
1. Amusement Center License	Occupation Tax $7.50/ per machine annually
2. Pool Hall License	Occupation Tax $7.50/ per machine annually
3. Taxicab Franchise	2% of Annual Gross Receipts
4. Taxicab Application Fee	$50
5. Skating Rink Application	$100 Annual License
6. Beer and Wine Permit	One half of fee assessed by TABC for each State permit issued
7. Mixed Beverage Permit-After 3rd yr of operations	One half of fee assessed by TABC for each State permit issued

Code Enforcement

PERMIT/SERVICE	FEE
1. Administrative Cost to File Liens for Cost of Mowing and Nuisance Abatement	$120
2. Weed mowing and nuisance abatement notification fee	$50

Economic Development/TIF

PERMIT/SERVICE	FEE
Mayor Vera Calvin Plaza in Old Town:	
1. Plaza reservation: half-day (up to 6 hours)	$2,500 + $1,500 refundable deposit
2. Plaza reservation: full day (in excess of 6 hours)	$5,000 + $2,500 refundable deposit

Engineering

PERMIT/SERVICE	FEE
1. Developers Contract Fee	4% Of Value of Contract
2. Closing Abandoning of	
A. Right-of-Way	$550
B. Easement	$250
3. Sign Installation	$250 per sign
4. Plan Review	
A. Initial Submittal	$750
B. Every Additional Review	$250
5. Easement/Right of Way Use Agreement	$125
6. Traffic Study Fee	$1,250
7. Flood Study Reviews	$1 per foot of reach length / $2,000 minimum
8. Overtime Inspection Fee	$55 per hour

Environmental Health

PERMIT/SERVICE	FEE
1. Food Safety Inspection Fees	
A. Grocery	
1. ≤ 5,000 sq. ft.	$275
2. > 5,000 sq. ft.	$400
B. Food Service	
1. ≤ 500 sq. ft.	$150
2. > 500 ≤ 1,500 sq. ft.	$200
3. > 1,500 ≤ 3,000 sq. ft.	$275
4. > 3,000 ≤ 6,000 sq. ft.	$350
5. > 6,000 sq. ft.	$400
C. Child Care Food Service	$150
D. Catering Operation	$250
E. Temporary Food Service	$50
F. Food Court	$200 per establishment
G. Adjunct Operation	
1. Food Service	$150 per independent operation
2. Food Store ≤ 5,000 sq. ft.	$150 per independent operation
3. Food Store > 5,000 sq. ft.	$200 per independent operation
H. Commissary	
1. No food prep	$100
2. With food prep	$200
I. Mobile Units	
1. Prepackaged food only	$100
2. Open and/or food prep	$200
3. Push Carts	$200
J. Plan Review	
1. ≤ 500 sq. ft.	$0
2. >500 ≤ 3,000 sq. ft.	$50
3. >3,000 sq. ft.	$100
K. Late Fee	The late fee increases 10% for each 30 day block until permit fee and late fee is paid. Permits that are more than 90 days overdue will be required to be rapplied for.

1. From 1-30 days	10% of fee owed
2. From 31-60 days	20% of fee owed
2. On-site sewage facility fees	DETERMINED BY TARRANT COUNTY
A. New System	
1. Application Fee	$ 0
2. Water research fee	$10
3. Permit Fee	$250
4. Total for new system	$260
B. Reinspection of system	$75
C. Repair of system previously permitted	$100
3. Beer and Wine Permit	One half the state fee assessed for each State permit issued
4. Mixed Beverage Permit- After third year of operations	One half the state fee assessed for each State permit issued
5. Municipal Settings Designation	
A. Application Fee	$2,000
B. Third-party environmental review fee	$5,000
6. Miscellaneous Permits	
A. Swimming Pool, Spa & Interactive Water Feature	
1. Plan Review and Opening Inspection	$150
2. Annual Permit	$250
3. Required Reinspection	$75
7. Food Truck Operational Site permit	$50 for Six Months
8. Seasonal Permit (Farmers Market and Snow Cone Stand)	$100
9. Food Handler Class Fee	$15

Fire Department

PERMIT/SERVICE	FEE
1. Hazardous Materials Response	Cost + 10%
2. CPR Training Class	Overtime for Instructor
3. Fire Fighter Training Courses	
A. Fire Officer 1	$250.00 per student
B. Fire Officer 2	$250.00 per student
C. Instructor Certification	$150.00 per student
D. Driver/Operator	$150.00 per student

Finance

PERMIT/SERVICE	FEE
1. Data Processing Services Request	$25/hr or $.42/Min
2. Return Check Fee	$ 35 each

Fire Prevention

PERMIT/SERVICE	FEE
1. Fire Alarm System	
A. 1 to 10 Devices	$125
B. 11 to 25 Devices	$150
C. 26 to 50 Devices	$175
D. 51 to 100 Devices	$225
E. 101 to 200 Devices	$300

F. 201 to 500 Devices	$450
G. Over 500 Devices	$450 plus $75 for each additional; 100 devices or fraction thereof in excess of 25.
H. Plan review fee for all fire alarm systems	25% of permit fee
2. Automatic Sprinkler System Fees	
A. Underground Installation	$165
B. 1 to 20 Sprinklers	$125
C. 21 to 100 Sprinklers	$200
D. 101 to 150 Sprinklers	$250
E. 151 to 200 Sprinklers	$300
F. Over 200 Sprinklers	$300 plus $75 for each additional 100 sprinklers or fraction thereof
G. Fire Pump - Additional	$300
H. Residential Systems	$150
I. Plan review fee for all automatic sprinkler systems	25% of permit fee
3. Other Extinguishing System	$150
4. Underground Storage Tanks Installation/Removal, Combustible/ Flammable Liquid	$125 per tank
5. Pyrotechnic Display	$150 per display per day
6. LPG Installation - portable containers of greater than 125 gallons water capacity at properties where natural gas service is not available	$125 per container
7. Above Ground Storage Tanks Installation/Removal, Combustible/Flammable Liquid	$125 per tank
8. Authorized Burning Permit	$250 per trench/pit, plus $25 each burn day
9. Carnival/Circus Permit	$50
10. Foster Home Inspections	$35
11. Daycare/Health Facilities Licensing Inspections	$75
12. Other Permits required by Fire Code	$50
13. Re-inspections Fees	$45
14. Registration of firms selling and/or servicing hand fire extinguishers, "Vent-a-Hood" fire extinguisher systems, and fire sprinklers within the City	$50 annually
15. Installation of Special Locking Systems	$250
16. Gate Installation Permit (Required for gates across private streets or electric gates across fire lanes.)	$50
17. Standpipe Systems	$50 each standpipe
18. Tent Permit	$100
19. Public Event Permit Fee	$250
20. Gas Well Fees	
A. Oil and Gas Well Permit	$5,000 per wellhead
B. Road Damage Remediation Fee	Assessment per lane mile x Access lane miles per site x OCI (Overal Condition Indicator)
C. Gas Well Pad Site Annual Inspection Fee	$5,000 per pad site (due June 1 annually)

Golf Course

PERMIT/SERVICE	FEE
1. Green Fees (All Fees include 1/2 cart and applicable taxes)	
A. Monday through Friday	**(Cart Inclusive Rate/Green Fee)**
1. M-F: Open - Noon	$30/$21 - Senior & Active Military Rate
2. M-F: Noon - 3pm	$30/$21 - Senior & Active Military Rate
3. M-F: 3pm - Close	$20
4. Super Twilight @ 5pm	$15
5. Senior Card (55+)	$49.99 (year)
B. Saturday, Sunday, & Holidays Green Fees	
1. Sat & Sun (& Holidays): Open - Noon	$37
2. Sat & Sun (& Holidays): Noon - 3pm	$37
3. Sat & Sun (& Holidays): 3pm - Close	$21
4. Super Twilight @ 5PM	$15
C. Replay Green Fees	
1. 9 additional holes	$10
2. 18 additional holes	$15
3. Senior Card (55+)	$21
All Golf fees listed are maximum fees to be charged. Golf course management has authority to adjust fees and run seasonal specials as needed to maximize play. In the event of a question or conflict, the City Council shall provide the final resolution.	
2. Cart Fees	
9 holes	$8.00
18 holes	$15.00
3. Monthly Membership Fees: both include unlimited range balls, 10% discount in the pro-shop & $20 golf after 2pm.	
Silver	$29.99
Gold - Golf discounts prior to 2pm daily	$69.99

Library

PERMIT/SERVICE	FEE
1. Overdue Library Materials	No Charge
2. Overdue Interlibrary Loan Materials	No Charge
3. Replacement of Lost Materials	Cost or exact replacement
4. Damaged Library Materials	Cost or exact replacement
5. Black & White Copies/Printing	$.10/Page
6. Use computer / internet / wireless internet	No Charge
7. Color Copies / Printing	$.25/Page
8. Library Cards for Residents, Teachers and Students from schools within City Limits, TexShare Cardholders	No Charge
9. Non-Resident Fees Annually Renewable **In lieu of fee (patron can volunteer)	$25/ individual or $50/ family
10. Senior Non-Resident Fee (age 62 and over) Annually Renewable	$12.50/ individual
11. Meeting Room Fees/ Usage Fees	**Non-Cardholders / Businesses / Other For Profit Groups**
A. Small conference room	$25 minimum (1st 2 hours) + $10 each addl. Hour

B. Large conference room	$50 minimum (1st 2 hours) + $25 each addl. hour
12. Proctoring Fee	$20/exam
13. 3D Printing	$.10/gram - $1.00 minimum

Municipal Court

PERMIT/SERVICE	FEE
Return Check Fee	$ 35 per

Parks

PERMIT/SERVICE	FEE
City Ball Fields	
1. Unreserved	No Charge
2. Organized League Athletics	City Leagues, PeeWee Football, and BYA are allowed to use fields for organized game play
3. Ball Field Reservations	
A. Reservations/Field	$25 w/o lights
4. Tournament Fees	
A. Ballfield Rental Girls	$300 per field minimum of 5 fields
B. Ballfield Rental Boys	$400 per field per day minimum of 10 fields max of 15 fields
Park Facilities (Warren, Chisenhall and Mistletoe)	
1. Pavillion	
A. Full Shelter	$20/HR
2. Tennis Courts	
A. Tournament Reservations - Resident	$10/HR.
B. Tournament Reservations - Non-Resident	$15/HR.
Stage Rental Fees	(All fees are based on a 4 hour stage rental)
1. For Profit Organizations	$3,300
A. Extra Speakers	$450
B. Additional Hours	$500/hour
C. Deposit	$1,000
D. Mileage greater than 5 miles	$20/mile
2. Not For Profit Org (501c3 required)	$1,650
A. Extra Speakers	$450
B. Additional Hours	$250/hour
C. Deposit	$1,000
D. Mileage greater than 5 miles	$20/mile

All Recreation fees listed are maximum fees to be charged. Recreation management has authority to adjust fees and run seasonal specials as needed to In the event of a question or conflict, the City Council shall provide the final resolution to maximize play.

Park Land Dedication

Fee in lieu of land - **Single Family** (Charged with filing of the plat & only applicable if land is not dedicated)	$458
Park Development Fee - **Single Family** (charged with filing of the plat)	$818
Fee in lieu of land - **Multi-Family** (Charged with filing of the plat & only applicable if land is not dedicated)	$399
Park Development Fee - **Multi Family** (charged with filing of the plat)	$711

Police Department

PERMIT/SERVICE	FEE
1. Copy Services for Accident Reports or information or Copy of Certification of no report	$6.00/EA
2 Additional Fee for Certified Copies	2/EA
3. License for Sexually Oriented Businesses	
A. New license	$500
B. License renewal	$500
C. Non-conforming license	$500
D. Reinstatement fee	$500
E. Application for location exemption	$250
4. Alarm System Fees	
A. Residential Permit Fee	$50
B. Commercial Permit Fee	$100
C. Residential Permit Renewal	$50 annually
D. Commercial Permit Renewal	$100 annually
E. Residential Permit Reinstatement	$50
F. Commercial Permit Reinstatement	$100
G. False Alarm Response Fee	
1-3	$ 0
4-5	$ 50
6-7	$ 75
8-9	$100
10	$100 and Police response revoked
5. Solicitor Permits/Registration	
A. Local - 1 year	$75 + $10 Per Agent for More Than 5 Agents
B. Interstate Commerce Registration	
90 Days	$0
6 Months	$0
1 Year	$0
6. *Deleted*	
7. *Deleted*	
8. *Deleted*	
9. *Deleted*	
10. Good Conduct Letter	$8/Each

Planning

PERMIT/SERVICE	FEE
1. Preliminary Plat	
A. Residential	$850 + $15/lot
B. Non-residential	$500 + $20 per acre
2. Final Plat	
A. Residential	$500 + $10/lot
B. Non-residential	$500 + $15 per acre
3. Plat Revision	
A. Re-plat	$500 + $10/lot
B. Amending Plat	$350
4. Plat Vacation/Short Form	$300
5. Minor Plat	$400
6. ETJ Plat Exemption Letters	$25
7. Zoning Change/Specific Use Permit	
A. Less than 3 acres	$700
B. 3.1 - 10 acres	$900
C. 11 -29 acres	$1,400
D. 30+ acres	$1,600 + $15/acre over 30 ($2800 max)
8. Planned Development/Permit	$1,000 + $20 per acre
9. Preprinted Zoning Ordinances	Free Online
10. Pre-Printed Subdivision Policies	Free Online
11. Comprehensive Plan	Free Online
12. Comprehensive Plan Summary	Free Online
13. Interpretation request for new or unlisted uses in zoning ordinance (City refunds $350 if no ordinance amendment is necessary)	$500
14. Legal Filing Fees	
A. First sheet - Small plat	$50
B. First sheet - Large plat	$80
C. Each addiltional sheet	$25
15. Shopping Center Sign Package Review Fee	$250
16. Commercial Site Plan (CSP) fee	$500
17. Commercial Site Plan Amendment	$250
18. Annexation/Disannexation Requests	$500
19. Renotification Fee (at applicant's request)	$125
20. Zoning Verification Letter fee	$25
21. Roadway Impact Fees	Refer to Current Impact Fee Ordinance for Fees
22. Variances and Waiver Requests:	
A. Zoning Ordinance	$250
B. Community Facility Policy	$200
C. Landscape Requirements	$250
D. Masonry Ordinance (new construction only)	$250
E. Subdivision Ordinance	$250
F. Old Town Design Standards (new construction only)	$250
G. Commercial Site Plan	$0
H. Fencing and Screening Ordinance	$250

G. Any other Development-related Ordinance	$250
23. Deployment of Wireless Network (small cell) Nodes in the Right of Way	Refer to the current Cell Nodes Ordinance for Fees
24. Emergency Warning System Cost (charged with filing of the plat)	$25/acre

Records Management

PERMIT/SERVICE	FEE
1. Paper Copies	
A. Standard-Size Paper Copy (Measures less than 8.5 X 14)	$ .10 per page
B. Non-Standard Size Paper Copy (Larger than 8.5 X 14)	$.50 per page
C. Specialty Paper	Actual Cost
2. Computer Diskette (CD/CDR)	$1.00 each
3. Digital Video Disc (DVD)	$3.00 each
4. Audio Cassette	$1.00 each
5. VHS Video Cassette	$2.50 each
6. Computer Magnetic Tape	Actual Cost
7. Data Cartridge	Actual Cost
8. Tape Cartridge	Actual Cost
9. Thumb Drive	Actual Cost
10. JAZ drive	Actual Cost
11. Other Electronic Media	Actual Cost
12. Miscellaneous Supplies	Actual Cost
13. Postage & Shipping	Actual Cost
14. Photographs	Actual Cost
15. Maps	Actual Cost
16. Other Costs	Actual Cost
17. Outsourced/Contracted Services (may not include development costs)	Actual Cost
18. Microfiche/Microform	
A. Paper Copy	$.10 per page
B. Film/Fiche Copy	actual cost
C. Document Retrieval/Remote	actual cost
19. Computer Resource	
A. PC or LAN	$1.00 per clock hour
B. Client/Server	$2.20 per clock min
C. Midsize	$1.50 per CPU min
D. Mainframe	$10.00 per CPU min
20. Labor Charges	
A. Programming Time	$28.50 per hour
B. Locating/Compiling/Reproducing	$15.00 per hour
C. Labor Charge - CANNOT be charged for 50 or fewer pages; Overhead charge can only be added if there is a charge for labor (>50 pgs)	20% of labor cost
21. FAX	
A. Local	N/A
B. Long Distance, Same Area Code	N/A
C. Long Distance, Different Area Code	N/A
22. General Information	

A. Down Payments *NO SALES TAX CAN BE CHARGED per AG	50% of estimated cost if the requestor is given an itemized statement
B. Credit Card Transaction fee	fees may be recovered
23. Body Worn Camera Recordings	
A. Responsive to Request / AND	$10.00 per recording
B. Audio or Video Footage	$1.00 per full min

Russell Farm

PERMIT/SERVICE	FEE
1. Building Rental	**All rental rates based on hourly rates w/ a minimum 4 hour rental**
A. Chesapeake Building - Operational hours	$50 per hour
B. Chesapeake Building - Non-operational hours	$71 per hour
C. Baker Building - Operational Hours - 500 Sq ft. - Max occupancy: 50	$38 per hour
D. Baker Building - Non-Operational Hours	$59 per hour
E. Hay Barn/Outdoor Pavilion - Operational Hours - 1,110 sq. ft. - Max occupancy: 100	$31 per hour
F. Hay Barn/Outdoor Pavilion - Non-Operational Hours	$53 per hour
2. Reservation and Refund Policies	
A. All reservations must be made at Russell Farm with the Facility Supervisor.	
B. All refund/refund fees are paid at the Burleson Recreation Center.	
C. All reservations must be paid in full 48 hours prior to rental.	
D. Rental Deposit Fee: $100.00 per building reserved.	
E. A deposit is required on facility rentals along with the completion of the Russell Farm Reservation contract. The deposit will be refunded if the area used has been left in good order and if all conditions of the Russell Farms rental/ refund policies are met. Refund of damage deposit is subject to any remaining balance due on household.	
3. Rental Cancellation Refunds:	
A. Rentals canceled 30 calendar days or more prior to booking will receive 100% of the deposit.	
B. Rentals canceled 29 - 15 calendar days or more prior to booking will receive 50% of the deposit.	
C. Rentals canceled 14 calendar days or less prior to booking will receive 50% of the deposit.	
D. User shall not collect fees at the Russell Farm unless approval has been granted in writing by an authorized representative of the City's Park and Recreation Department. All reservations where monies are collected are subject to approval by the Park and Recreation Department. The City of Burleson will receive 15% of total collections (admission, concession etc.) or $50.00 whichever is greater. This fee is in addition to all applicable reservation fees. Note: All Russell Farm Fees listed are the maximum fees to be charged. Park and Recreation Management have the authority to adjust fees and run seasonal specials. In the event of a conflict, the City Council shall provide the final resolution.	

Utility Customer Service

PERMIT/SERVICE	FEE
1. Security Deposits	
A. Minimum Residential	$135
B. Commercial	
1. Minimum for 3/4" Meter	$ 135
2. Minimum for 1 1/2" Meter	$ 160
3. Minimum for 2" Meter	$ 185
4. Minimum for 3" Meter	$ 210
5. Minimum for 4" Meter or Larger	$ 260
C. Security Deposit for Fire Hydrant Meters	$ 1,800
2. Penalty Amount for Late Bills	10% Excluding Tax
3. Returned Payment Fee	$35
4. Extension Fee	$5
5. Reconnect Fee	
A. Standard	$35
B. Reconnect Fee After 5:00 PM and on weekends and holidays	$50
6. Extra Trip Fee	$15
7. Meter Test Fee	
A. For 3/4" or 1" Meter	$30
B. For 1 1/2" Meter and Larger	$125
8. Temporary Service Fee (2 day limit and 2,000 gallons)	$30 $15
9. Transfer Fee	$100
10. Construction Meter Non-Read Fee	$50
11. After Hours Turn-on Fee	$10
12. Initiation Fee (in addition to deposit)	
13. Tampering Fee	$50
A. First Occurrence	$100
B. Second Occurrence	$150
C. Third Occurrence	$30
14. Pull Meter Fee	$30
15. Datalog Fee	

Water/Wastewater

PERMIT/SERVICE	FEE	ADDITIONAL INFORMATION/REQUIREMENTS
1. Tap Fees		
A. 5.8" Meter Set	$295.59	
B. 5/8" Meter, dig out, U Branch	$415.80	
C. 5/8" Tap, Meter and Box in easement	$1,379.88	Pavement work : Get quote from Public Works
D. 1" Meter Set	$385.54	
E. 1" Water Tap, Meter and Box in easement	$1,458.53	
F. 1 1/2" Meter Set	$578.75	
G. 1 1/2" Tap, Meter and Box	$2,204.33	Positive displacement meter in easement, pavement work: Get quote from Public Works
H. 1 1/2" Tap, Meter and Box	$2,601.35	Turbine meter in easement, pavement work: Get quote from Public Works
I. 1 1/2" Meter (positive disp.)	$578.75	
J. 1 1/2" Meter (turbine)	$835.77	
K. 2" Meter (positive disp.)	$749.10	
L. 2" Meter (turbine)	$850.32	
M. 2" Meter (compound)	$1,711.32	
N. 2" Tap, Meter and Box	$2,314.90	Positive displacement meter in easement, pavement work: Get quote from Public Works
O. 2" Tap, Meter and Box	$2,416.12	Tturbine meter in easement, pavement work: Get quote from Public Works
P. 2" Tap, Meter and Box	$3,277.12	Compound meter in easement, pavement work: Get quote from Public Works
Q. 3" Tap, Meter and Box		TBD by Utilities Supervisor
R. 4" Tap, Meter and Box		TBD by Utilities Supervisor
S. 4" Sewer Tap in Pavement	$866	
T. 4" Sewer Tap in Easement	$985.41	
U. Relocate 5/8" Meter	$201	12 ft. or less in easement, pavement work: Get quote from Public Works
V. Relocate 5/8" Meter (more than 12 ft.)	Get quote from Public Works	Get quote from Public Works
W. Relocate 1" Meter	$215	12 ft. or less in easement, pavement work:Get quote from Public Works
X. Relocate 1" Meter (more than 12 ft.)		Get quote from Public Works
Y. Pull Meter	$10	
Z. Double Meter Box	$30.50	
AA. 2" and 1 1/2" Meter Box	$217	
AB. 2" + Meter Box	$117	
AC. Pavement Cut / Replacement		TBD by Utilities Supervisor
AD. Automatic Flush Valve	$1,000	
AE. Water and Wastewater Impact Fees (Burleson charges both City of Burleson and City of Fort Worth Impact Fees)		Refer to Current Impact Fee Ordinance for Fees

THE CITY OF BURLESON TEXAS

Department Memo

City Council Regular Meeting

DEPARTMENT: **City Manager's Office**

FROM: **Martin Avila, Finance Director**

MEETING: **September 6, 2022**

SUBJECT:

Consider approval of an ordinance establishing FY 2022-23 rates for water and wastewater service; repealing conflicting ordinances; providing a savings clause; declaring an effective date; and finding that the meeting at which this ordinance is passed is open to the public. (First Reading) *(Staff Presenter: Martin Avila, Finance Director)*

SUMMARY:

Establishing FY2022-2023 rates for water and wastewater service. Proposing no change in water rates for all levels of services.

OPTIONS:

Approve or deny ordinance

RECOMMENDATION:

Approve ordinance establishing FY 2022-23 rates for water and wastewater services (First Reading)

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

NA

FISCAL IMPACT:

NA

STAFF CONTACT:

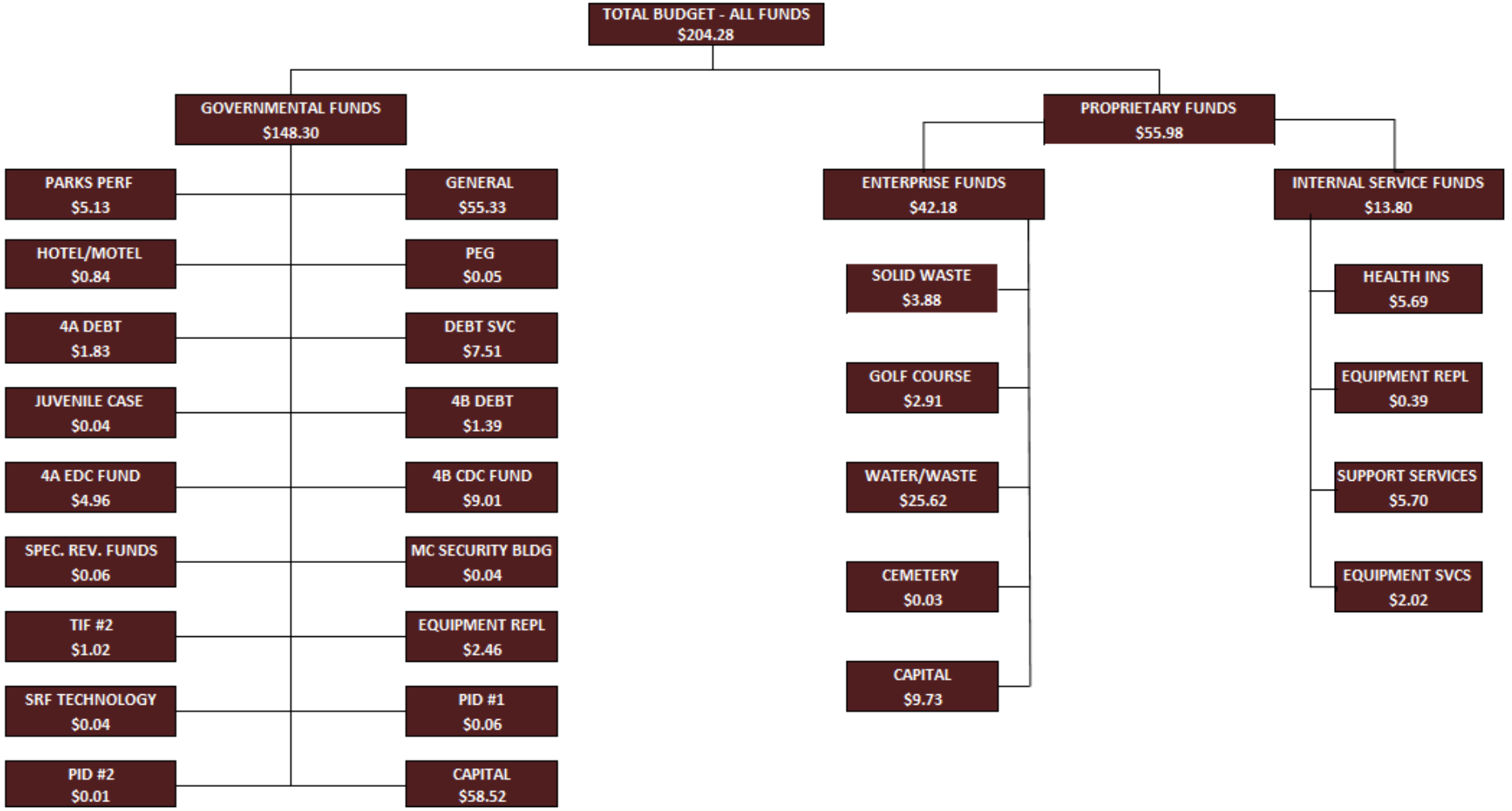
Martin, Avila
Finance Director
mavila@burlesontx.com
817-426-9651

THE CITY OF BURLESON TEXAS

Proposed Budget FY2022
Tax Rate and Related Ordinances

PRESENTED TO THE CITY COUNCIL ON SEPTEMBER 6, 2022

Overall Budget (in Millions)



Assumptions for General Fund

Assessed Value Increases

- FY 2024: Assumes 3% increase of existing properties and $125 million for new construction.
- FY 2025-27: Assumes 3% growth of existing properties and 2% growth for new construction.
- FY 2024-27: Assumes an additional 1% homestead exemption each year.

Debt Service Tax Rate: Increase of $0.0038
compared to FY 2021-22

+

General Fund Tax Rate: Decrease of $0.0325
compared to FY 2021-22

=

Total Tax Rate: Decrease of $0.0287
compared to FY 2021-22

Sales Tax

FY 2022: Assumes 12%	FY 2023: Assumes 3% increase	FY 2024-2027: Assumes 3% increase

1168

Tax Rate History

Fiscal Year	General Fund Rate	Debt Rate	Total Rate
FY 2022-23 Proposed	**$0.4649**	**$0.1923**	**$0.6572**
FY 2021-22	$0.4974	$0.1885	$0.6859
FY 2020-21	$0.5187	$0.1924	$0.7111
FY 2019-20	$0.5106	$0.2094	$0.7200
FY 2018-19	$0.5228	$0.2122	$0.7350
FY 2017-18	$0.5228	$0.2122	$0.7350
FY 2016-17	$0.5228	$0.2122	$0.7350
FY 2015-16	$0.5278	$0.2122	$0.7400
FY 2014-15	$0.5278	$0.2122	$0.7400
FY 2013-14	$0.5278	$0.1622	$0.6900

$0.0778 cents decrease

Lowest tax rate since FY 2007-2008 total tax rate - $0.6618 (15 years ago)

1169

Homestead Exemption



- 1% homestead exemption was approved as part of the FY 2022 budget process and is effective in FY 2023
- 2% homestead exemption will be proposed during the FY 2023 budget process and will be effective for FY 2024.
- Minimum homestead exemption (primary residence) - $5,000

For a home valued at $253,812

- FY 2024: 2%, savings of $32.86
- FY 2025: 3%, savings of $50.04
- FY 2026: 4%, savings of $66.72
- FY 2027: 5%, savings of $83.40

Summary of Assumptions

	FY 23	FY 24	FY 25	FY 26	FY 27
Existing Appraised Value Growth	3%	3%	3%	3%	3%
New Construction	$147M	$125M	$127.5M	$130M	$132.6M
Sales Tax Growth	3%	3%	3%	3%	3%
Compensation *	3.5%	3.5%	3.5%	3.5%	3.5%
Tax Rate	$0.6572	$0.6572	$0.6572	$0.6572	$0.6572
Cash Funding – Capital Projects	$2.5M	$2.5M	$1.0M	$1.0M	$1.0M
Future Bond Sales	$9.6M	$25.9M	$19.5M	$14.0M	$17.5M

*Plus eligible step increases for Police/Fire
FY 23 Compensation effective 10/1/2022

$8 million cash funding capital projects estimated over the next 5 years

Total Outstanding Bond Debt

Supporting Debt	Outstanding Principal 9/30/2021	Percent	Outstanding Principal 9/30/2022	Percent	Increase (Decrease) Principal
Tax Supported Debt*	$59,462,361	41%	$56,412,368	39%	($3,049,991)
Water & Sewer	$54,360,000	38%	$55,780,000	38%	$1,420,000
4A	$11,947,068	9%	$10,374,490	7%	($1,572,580)
4B	$10,085,000	7%	$13,035,000	9%	$2,950,000
TIF	$5,120,000	4%	$8,040,000	6%	$2,920,000
Golf	$1,385,571	1%	$1,063,142	1%	($322,429)
Total Outstanding Debt*	**$142,360,000**	100%	**$144,705,000**	100%	**$2,345,000**

*All bond debt must be used for costs associated with capital projects and cannot be used for day to-day operations.

Includes $14,385,000 estimated 2022 GO and CO bond issue offset with $12,040,000 reduction of existing debt for a net change of $2,345,000.

Water/Wastewater

Key issues in the development of the budget:

Enhance Future Capacity	Capital Improvement Program	Rates

• Completion of sewer project from City of Fort Worth to enhance future capacity for development
• $14,688,442 – Source of funding- bond issue in FY 2022 and available funds
	• $6 million bond issue proposed in FY 2022
	• 5 year Capital Improvement Plan 2023-2027:
	  • Water - $42.5 million
	  • Sewer - $34.7 million
		• No sewer rate increase proposed for FY 2022-2023
		• No water rate proposed for FY 2022-2023
		• No rate increase proposed until FY 2025

Solid Waste Fund Assumptions

Revenues
No projected fee increase for FY 23 Project a 5% fee increase in FY 24-27 ($2.31 increase on residential account)
2% - 2.25% increase in growth for FY 2023-2024

Expenditures	
Collection contract	Average cost $2.6 million
Recycling program	Average cost $475,000
Current contract expires in FY 2024	

Total Expenditure Budget by Fund
(in millions)

Fund	FY 21-22	Proposed FY22-23	Variance
General Fund	$50.3	$55.3	$5.0
Debt Service	$7.2	$7.5	$0.3
Water & Wastewater Fund	$24.5	$25.6	$1.1
Solid Waste Fund	$3.7	$3.9	$0.2
Hidden Creek Golf Course Fund	$2.9	$2.9	$0.0
Parks Performance Fund	$4.8	$5.1	$0.3
4A Sales Tax SRF	$9.6	$5.0	($4.6)
4B Sales Tax SRF	$6.4	$9.0	$2.6
Capital Projects	$23.7	$21.7	($2.0)
Other Funds	$34.0	$68.3	$34.3
Total	**$167.1**	**$204.3**	**$37.2**

September 6, 2022 Council Meeting

- Public Hearing on FY2022-23 budget and property tax rate- Agenda item #
- Approval of ordinances (First reading) – Agenda item #
  - FY2022-23 budget- October 1, 2022 – September 30, 2023
  - Levying the property tax for the tax year 2022 taxable values and adopting the property tax rate of $0.6572 per $100 value
  - Approving Tax year 2022 tax roll
  - Approving the FY 2022-23 schedule of fees
  - Establishing the FY2022-23 rates for water and wastewater service (no increase)
  - Establishing the FY2022-23 rates for solid waste service (no increase)
  - Approving a 2% residential homestead exemption for Tax Year 2023 to be effective October 1, 2023 for FY2023-24

Next Steps

September 12 – Special City Council meeting. Final reading of the ordinances to approve the budget, tax rate and related ordinances.

QUESTIONS/COMMENTS

ORDINANCE

AN ORDINANCE ESTABLISHING RATES TO BE CHARGED FOR WATER AND WASTEWATER SERVICE IN THE CITY OF BURLESON; INCORPORATING THE RECITALS INTO THE BODY OF THE ORDINANCE; PROVIDING A SEVERABILITY CLAUSE, CUMLUATIVE CLAUSE, AND SAVINGS CLAUSE; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EFFECTIVE DATE.

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

WHEREAS, the City Council passed an ordinance in September of 2021 which, among other things, provided rates to be charged for water and wastewater service; and

WHEREAS, the rates for water and wastewater may be amended from time to time as provided by Section 82-2 of the City of Burleson Code of Ordinances; and

WHEREAS, the rates and fees industrial waste discharge as described in Article II (Industrial Waste Discharge) of Chapter 82 (Utilities) of the City of Burleson Code of Ordinances may be amended from time to time; and

WHEREAS, the City Council desires set new rates for water and wastewater service; and

WHEREAS, City Council desires to set new fees and rates related to industrial waste discharge; and

WHEREAS, the City Council has determined that adopting the rates for water and wastewater service as set forth herein is in the best interest of the City.

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

Section 1

The base water rates per meter size shall be as follows:

3/4"	$ 15.56
l"	$ 22.41
1.5"	$ 42.19
2"	$ 62.18
3"	$149.55
4"	$ 249.26
6"	$ 497.41
8"	$ 745.56

10"	$ 991.51
12"	$1,144.90

Section 2

In addition to the base water rate per meter size, the water rates for all areas of the City are as follows:

(1) 1 gallon to 10,000 gallons

Meter Size	Charge
all	$4.76/1000 gallons

(2) 10,001 gallons to 20,000 gallons

Meter Size	Charge
all	$5.75/1000 gallons

(3) Over 20,000 gallons

Meter Size	Charge
all	$6.57/l000 gallons

(4) Gas Well Drilling

Meter Size	Charge
all	$13.55/1000 gallons

Section 3

The base wastewater rate shall be as follows: $19.16/month.

Section 4

The wastewater volume rates are as follows:

Residential

Residential wastewater volume will be determined as the average of water consumption billed in the months of January, February, and March up to a maximum of 12,000 gallons. If a customer has not established an average for these three months, wastewater volume will be determined as the citywide residential average for those months.

The rate applied to this volume will be $5.32 per 1,000 gallons.

Maximum wastewater charge to residential customers using wastewater services only:

Maximum residential wastewater rate: $83.00

Commercial

All usage: $5.32 per 1000 gallons

Abnormal Sewage Surcharge

Commercial customers whose discharge is found to qualify under the abnormal sewage ordinance will be surcharged according to the following rates:

Biochemical Oxygen Demand (BOD) $0.4407 per pound

Total Suspended Solids (TSS) $0.2649 per pound

Section 5

That all of the above premises are found to be true and correct and are incorporated into the body of this ordinance as if copied in their entirety.

Section 6

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if any phrase, 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 7

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

Section 8

All rights and remedies of the City are expressly saved as to any and all provisions of any

ordinance affecting water and wastewater fees of the City and to any and all violations of the provisions of any prior ordinance pertaining to water and wastewater fees and regulations within the City which have accrued as of the effective date of this ordinance; as to such accrued fees, collection activity, violations, and any pending litigation, both civil and criminal, whether pending in court or not, under such prior ordinances, same shall not be affected by this ordinance but may be prosecuted and pursued until final disposition by the courts.

Section 9

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

Section 10

This ordinance shall be in full force and effect October 1, 2022 and after its passage and publication as provided by law.

PASSED AND APPROVED:

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

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

_____
Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM:

_____
Amanda Campos, City Secretary

_____
E. Allen Taylor, Jr., City Attorney

THE CITY OF BURLESON TEXAS

Department Memo

City Council Regular Meeting

DEPARTMENT: **City Manager's Office**

FROM: **Martin Avila, Finance Director**

MEETING: **September 6, 2022**

SUBJECT:

Consider approval of an ordinance establishing FY 2022-23 rates for collection and disposal of residential and non-residential solid waste, recyclables, and trash; repealing conflicting ordinances; providing a savings clause, declaring an effective date; and finding that the meeting at which this ordinance is passed is open to the public. (First Reading) *(Staff Presenter: Martin Avila, Finance Director)*

SUMMARY:

Establishing rates for collection and disposal of residential and non-residential solid waste, recyclables and trash. Proposing no rate change for FY 2022-23.

OPTIONS:

Approve or deny ordinance

RECOMMENDATION:

Approve ordinance establishing FY 2022-23 rates for collection and disposal of residential and non-residential solid waste, recyclables and trash. (First Reading)

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

NA

FISCAL IMPACT:

NA

STAFF CONTACT:

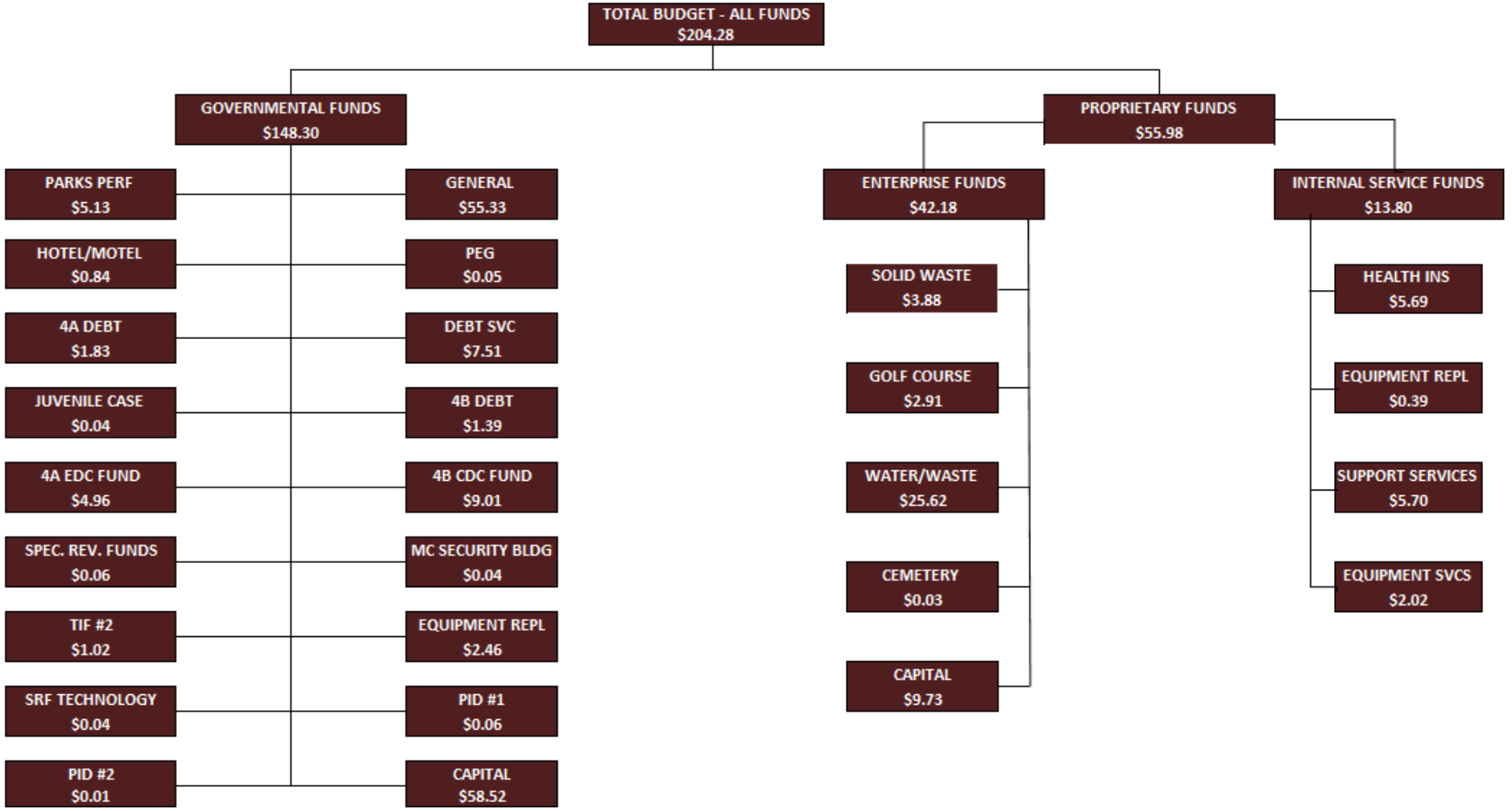
Martin, Avila
Finance Director
mavila@burlesontx.com
817-426-9651

THE CITY OF BURLESON TEXAS

Proposed Budget FY2022
Tax Rate and Related Ordinances

PRESENTED TO THE CITY COUNCIL ON SEPTEMBER 6, 2022

Overall Budget (in Millions)



Assumptions for General Fund

Assessed Value Increases

- FY 2024: Assumes 3% increase of existing properties and $125 million for new construction.
- FY 2025-27: Assumes 3% growth of existing properties and 2% growth for new construction.
- FY 2024-27: Assumes an additional 1% homestead exemption each year.

Debt Service Tax Rate: Increase of $0.0038
compared to FY 2021-22

+

General Fund Tax Rate: Decrease of $0.0325
compared to FY 2021-22

=

Total Tax Rate: Decrease of $0.0287
compared to FY 2021-22

Sales Tax

FY 2022: Assumes 12%	FY 2023: Assumes 3% increase	FY 2024-2027: Assumes 3% increase

1187

Tax Rate History

Fiscal Year	General Fund Rate	Debt Rate	Total Rate
FY 2022-23 Proposed	**$0.4649**	**$0.1923**	**$0.6572**
FY 2021-22	$0.4974	$0.1885	$0.6859
FY 2020-21	$0.5187	$0.1924	$0.7111
FY 2019-20	$0.5106	$0.2094	$0.7200
FY 2018-19	$0.5228	$0.2122	$0.7350
FY 2017-18	$0.5228	$0.2122	$0.7350
FY 2016-17	$0.5228	$0.2122	$0.7350
FY 2015-16	$0.5278	$0.2122	$0.7400
FY 2014-15	$0.5278	$0.2122	$0.7400
FY 2013-14	$0.5278	$0.1622	$0.6900

$0.0778 cents decrease

Lowest tax rate since FY 2007-2008 total tax rate - $0.6618 (15 years ago)

1188

Homestead Exemption



- 1% homestead exemption was approved as part of the FY 2022 budget process and is effective in FY 2023
- 2% homestead exemption will be proposed during the FY 2023 budget process and will be effective for FY 2024.
- Minimum homestead exemption (primary residence) - $5,000

For a home valued at $253,812

- FY 2024: 2%, savings of $32.86
- FY 2025: 3%, savings of $50.04
- FY 2026: 4%, savings of $66.72
- FY 2027: 5%, savings of $83.40

Summary of Assumptions

	FY 23	FY 24	FY 25	FY 26	FY 27
Existing Appraised Value Growth	3%	3%	3%	3%	3%
New Construction	$147M	$125M	$127.5M	$130M	$132.6M
Sales Tax Growth	3%	3%	3%	3%	3%
Compensation *	3.5%	3.5%	3.5%	3.5%	3.5%
Tax Rate	$0.6572	$0.6572	$0.6572	$0.6572	$0.6572
Cash Funding – Capital Projects	$2.5M	$2.5M	$1.0M	$1.0M	$1.0M
Future Bond Sales	$9.6M	$25.9M	$19.5M	$14.0M	$17.5M

*Plus eligible step increases for Police/Fire
FY 23 Compensation effective 10/1/2022

$8 million cash funding capital projects estimated over the next 5 years

Total Outstanding Bond Debt

Supporting Debt	Outstanding Principal 9/30/2021	Percent	Outstanding Principal 9/30/2022	Percent	Increase (Decrease) Principal
Tax Supported Debt*	$59,462,361	41%	$56,412,368	39%	($3,049,991)
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TIF	$5,120,000	4%	$8,040,000	6%	$2,920,000
Golf	$1,385,571	1%	$1,063,142	1%	($322,429)
Total Outstanding Debt*	**$142,360,000**	100%	**$144,705,000**	100%	**$2,345,000**

*All bond debt must be used for costs associated with capital projects and cannot be used for day to-day operations.

Includes $14,385,000 estimated 2022 GO and CO bond issue offset with $12,040,000 reduction of existing debt for a net change of $2,345,000.

1191

Water/Wastewater

Key issues in the development of the budget:

Enhance Future Capacity	Capital Improvement Program	Rates

• Completion of sewer project from City of Fort Worth to enhance future capacity for development
• $14,688,442 – Source of funding- bond issue in FY 2022 and available funds
	• $6 million bond issue proposed in FY 2022
	• 5 year Capital Improvement Plan 2023-2027:
	  • Water - $42.5 million
	  • Sewer - $34.7 million
		• No sewer rate increase proposed for FY 2022-2023
		• No water rate proposed for FY 2022-2023
		• No rate increase proposed until FY 2025

Solid Waste Fund Assumptions

Revenues
No projected fee increase for FY 23 Project a 5% fee increase in FY 24-27 ($2.31 increase on residential account)
2% - 2.25% increase in growth for FY 2023-2024

Expenditures	
Collection contract	Average cost $2.6 million
Recycling program	Average cost $475,000
Current contract expires in FY 2024	

Total Expenditure Budget by Fund
(in millions)

Fund	FY 21-22	Proposed FY22-23	Variance
General Fund	$50.3	$55.3	$5.0
Debt Service	$7.2	$7.5	$0.3
Water & Wastewater Fund	$24.5	$25.6	$1.1
Solid Waste Fund	$3.7	$3.9	$0.2
Hidden Creek Golf Course Fund	$2.9	$2.9	$0.0
Parks Performance Fund	$4.8	$5.1	$0.3
4A Sales Tax SRF	$9.6	$5.0	($4.6)
4B Sales Tax SRF	$6.4	$9.0	$2.6
Capital Projects	$23.7	$21.7	($2.0)
Other Funds	$34.0	$68.3	$34.3
Total	**$167.1**	**$204.3**	**$37.2**

September 6, 2022 Council Meeting

- Public Hearing on FY2022-23 budget and property tax rate- Agenda item #
- Approval of ordinances (First reading) – Agenda item #
  - FY2022-23 budget- October 1, 2022 – September 30, 2023
  - Levying the property tax for the tax year 2022 taxable values and adopting the property tax rate of $0.6572 per $100 value
  - Approving Tax year 2022 tax roll
  - Approving the FY 2022-23 schedule of fees
  - Establishing the FY2022-23 rates for water and wastewater service (no increase)
  - Establishing the FY2022-23 rates for solid waste service (no increase)
  - Approving a 2% residential homestead exemption for Tax Year 2023 to be effective October 1, 2023 for FY2023-24

Next Steps

September 12 – Special City Council meeting. Final reading of the ordinances to approve the budget, tax rate and related ordinances.

QUESTIONS/COMMENTS

ORDINANCE

AN ORDINANCE ESTABLISHING RATES TO BE CHARGED FOR THE COLLECTION AND DISPOSAL OF RESIDENTIAL AND NON-RESIDENTIAL SOLID WASTE, RECYCLABLES AND TRASH WITHIN THE CITY OF BURLESON; INCORPORATING THE RECITALS INTO THE BODY OF THE ORDINANCE; PROVIDING A SEVERABILITY CLAUSE, CUMLUATIVE CLAUSE, AND SAVINGS CLAUSE; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EFFECTIVE DATE.

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

WHEREAS, the City Council previously passed an ordinance, which, among other things, provided a set of fees for solid waste, recyclables, and trash collection; and

WHEREAS, the fees for solid waste, recyclables, and trash collection need to be amended and may be amended in accordance with Section 82-92 of the City of Burleson Code of Ordinances; and

WHEREAS, the City Council desires set fees for solid waste, recyclables, and trash collection for the upcoming fiscal year; and

WHEREAS, the City Council has determined that adopting the fees for solid waste, recyclables, and trash collection set forth herein is in the best interest of the City.

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

Section 1

The monthly charge for gathering and removal of all solid waste (as defined in Section 82-81 of the Code of Ordinances of the City of Burleson, Texas) for residential and non-residential units within the corporate limits of the City of Burleson shall be as follows:

(1) Residential Unit exclusive of sales tax and applicable state fees:

Waste Collection	$13.50	2X/Week
Recycling	$ 2.50	
Admin and Overhead	$ 1.00	
Franchise Fee	$ 1.20	
Total	$18.20	

(2) Non-Residential Unit exclusive of sales tax and applicable state fees:

Minor Collection		
(10 bags or 1- 96 gallon container)		
Base Rate	$16.88	2X/Week
Administration	$ 3.50	
Franchise Fee	$ 1.62	
Total	$22.00	

Major Collection		
(20 bags or 2- 96 gallon containers)		
Base Rate	$28.42	2X/Week
Administration	$ 1.91	
Franchise Fee	$ 2.43	
Total	$32.76	

Section 2

That all of the above premises are found to be true and correct and are incorporated into the body of this ordinance as if copied in their entirety.

Section 3

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

Section 4

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

Section 5

All rights and remedies of the City are expressly saved as to any and all provisions of any ordinance affecting solid waste, recyclables, and trash collection fees of the City and to any and all violations of the provisions of any prior ordinance pertaining to solid waste, recyclables, and trash collection fees and regulations within the City which have accrued as of the effective date of this ordinance; as to such accrued fees, collection activity, violations, and any pending litigation, both civil and criminal, whether pending in court or not, under such prior ordinances, same shall not be affected by this ordinance but may be prosecuted and pursued until final disposition by the courts.

Section 6

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

Section 7

This ordinance shall be in full force and effect October 1, 2022 and after its passage and publication as provided by law.

PASSED AND APPROVED:

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

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

_____
Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

_____
Amanda Campos, City Secretary

APPROVED AS TO FORM:

_____
E. Allen Taylor, Jr., City Attorney

THE CITY OF BURLESON TEXAS

Department Memo

City Council Regular Meeting

DEPARTMENT: **City Manager's Office**

FROM: **Martin Avila, Finance Director**

MEETING: **September 6, 2022**

SUBJECT:

Consider approval of an ordinance amending Ordinance No. CSO#1857-09-2021 by providing for a residential homestead exemption from the ad valorem property tax for Tax Year 2023 and all future years unless revised of an amount equal to two percent of the appraised value; repealing conflicting ordinances; providing a savings clause; incorporating the recitals; finding that the meeting at which this ordinance is passed is open the public; declaring an effective date. (First Reading) *(Staff Presenter: Martin Avila, Finance Director)*

SUMMARY:

As part of the FY2021-2022 budget process, City Council approved a 1% residential homestead exemption to be effective for Tax Year 2022 (FY2022-2023). This was the first residential homestead exemption in the history of City of Burleson. As part of the 5 year projections, staff projected 1% increase each of the following years.

On August 4, 2022, City Manager presented a proposed budget for fiscal year 2022-2023 and mentioned the incorporation of a 2% homestead exemption in the 5 year projections. City Council must adopt a homestead exemption before July 1st of the tax year the exemption is effective. A homestead exemption for Tax Year 2023 (FY2023-2024) must be approved by Council prior to July 1, 2023.

OPTIONS:

Approve Ordinance or Not Approve Ordinance

RECOMMENDATION:

Approve ordinance providing for a residential homestead exemption from ad valorem property tax for Tax Year 2023 of 2% of appraised value. (First Reading)

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

NA

FISCAL IMPACT:

NA

STAFF CONTACT:

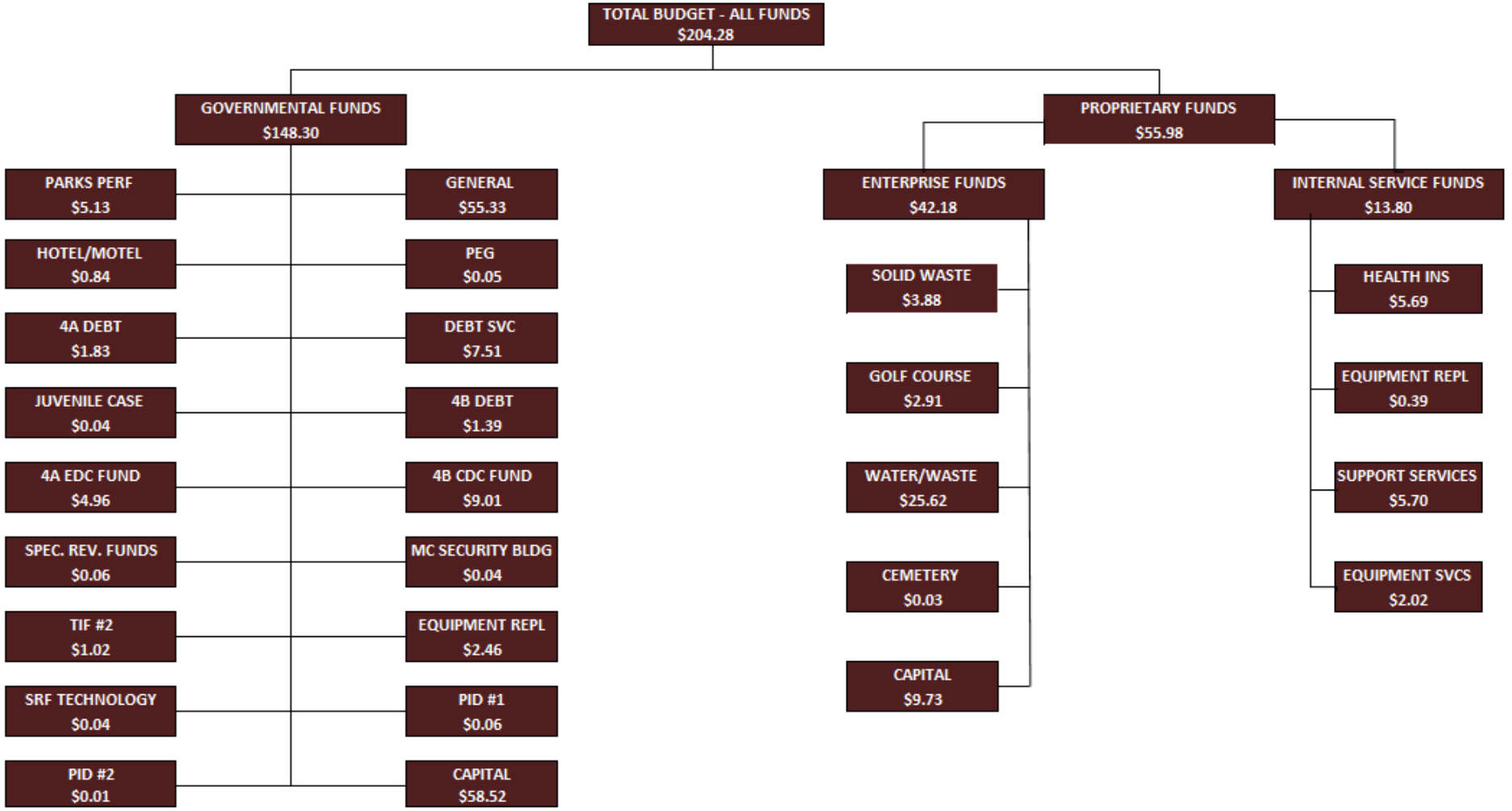
Martin, Avila
Finance Director
mavila@burlesontx.com
817-426-9651

THE CITY OF BURLESON TEXAS

Proposed Budget FY2022
Tax Rate and Related Ordinances

PRESENTED TO THE CITY COUNCIL ON SEPTEMBER 6, 2022

Overall Budget (in Millions)



Assumptions for General Fund

Assessed Value Increases

- FY 2024: Assumes 3% increase of existing properties and $125 million for new construction.
- FY 2025-27: Assumes 3% growth of existing properties and 2% growth for new construction.
- FY 2024-27: Assumes an additional 1% homestead exemption each year.

Debt Service Tax Rate: Increase of $0.0038
compared to FY 2021-22

+

General Fund Tax Rate: Decrease of $0.0325
compared to FY 2021-22

=

Total Tax Rate: Decrease of $0.0287
compared to FY 2021-22

Sales Tax

FY 2022: Assumes 12%	FY 2023: Assumes 3% increase	FY 2024-2027: Assumes 3% increase

1205

Tax Rate History

Fiscal Year	General Fund Rate	Debt Rate	Total Rate
FY 2022-23 Proposed	**$0.4649**	**$0.1923**	**$0.6572**
FY 2021-22	$0.4974	$0.1885	$0.6859
FY 2020-21	$0.5187	$0.1924	$0.7111
FY 2019-20	$0.5106	$0.2094	$0.7200
FY 2018-19	$0.5228	$0.2122	$0.7350
FY 2017-18	$0.5228	$0.2122	$0.7350
FY 2016-17	$0.5228	$0.2122	$0.7350
FY 2015-16	$0.5278	$0.2122	$0.7400
FY 2014-15	$0.5278	$0.2122	$0.7400
FY 2013-14	$0.5278	$0.1622	$0.6900

$0.0778 cents decrease

Lowest tax rate since FY 2007-2008 total tax rate - $0.6618 (15 years ago)

1206

Homestead Exemption



- 1% homestead exemption was approved as part of the FY 2022 budget process and is effective in FY 2023
- 2% homestead exemption will be proposed during the FY 2023 budget process and will be effective for FY 2024.
- Minimum homestead exemption (primary residence) - $5,000

For a home valued at $253,812

- FY 2024: 2%, savings of $32.86
- FY 2025: 3%, savings of $50.04
- FY 2026: 4%, savings of $66.72
- FY 2027: 5%, savings of $83.40

Summary of Assumptions

	FY 23	FY 24	FY 25	FY 26	FY 27
Existing Appraised Value Growth	3%	3%	3%	3%	3%
New Construction	$147M	$125M	$127.5M	$130M	$132.6M
Sales Tax Growth	3%	3%	3%	3%	3%
Compensation *	3.5%	3.5%	3.5%	3.5%	3.5%
Tax Rate	$0.6572	$0.6572	$0.6572	$0.6572	$0.6572
Cash Funding – Capital Projects	$2.5M	$2.5M	$1.0M	$1.0M	$1.0M
Future Bond Sales	$9.6M	$25.9M	$19.5M	$14.0M	$17.5M

*Plus eligible step increases for Police/Fire
FY 23 Compensation effective 10/1/2022

$8 million cash funding capital projects estimated over the next 5 years

Total Outstanding Bond Debt

Supporting Debt	Outstanding Principal 9/30/2021	Percent	Outstanding Principal 9/30/2022	Percent	Increase (Decrease) Principal
Tax Supported Debt*	$59,462,361	41%	$56,412,368	39%	($3,049,991)
Water & Sewer	$54,360,000	38%	$55,780,000	38%	$1,420,000
4A	$11,947,068	9%	$10,374,490	7%	($1,572,580)
4B	$10,085,000	7%	$13,035,000	9%	$2,950,000
TIF	$5,120,000	4%	$8,040,000	6%	$2,920,000
Golf	$1,385,571	1%	$1,063,142	1%	($322,429)
Total Outstanding Debt*	**$142,360,000**	100%	**$144,705,000**	100%	**$2,345,000**

*All bond debt must be used for costs associated with capital projects and cannot be used for day to-day operations.

Includes $14,385,000 estimated 2022 GO and CO bond issue offset with $12,040,000 reduction of existing debt for a net change of $2,345,000.

1209

Water/Wastewater

Key issues in the development of the budget:

Enhance Future Capacity	Capital Improvement Program	Rates

• Completion of sewer project from City of Fort Worth to enhance future capacity for development
• $14,688,442 – Source of funding- bond issue in FY 2022 and available funds
	• $6 million bond issue proposed in FY 2022
	• 5 year Capital Improvement Plan 2023-2027:
	  • Water - $42.5 million
	  • Sewer - $34.7 million
		• No sewer rate increase proposed for FY 2022-2023
		• No water rate proposed for FY 2022-2023
		• No rate increase proposed until FY 2025

Solid Waste Fund Assumptions

Revenues
No projected fee increase for FY 23 Project a 5% fee increase in FY 24-27 ($2.31 increase on residential account)
2% - 2.25% increase in growth for FY 2023-2024

Expenditures	
Collection contract	Average cost $2.6 million
Recycling program	Average cost $475,000
Current contract expires in FY 2024	

1211

Total Expenditure Budget by Fund
(in millions)

Fund	FY 21-22	Proposed FY22-23	Variance
General Fund	$50.3	$55.3	$5.0
Debt Service	$7.2	$7.5	$0.3
Water & Wastewater Fund	$24.5	$25.6	$1.1
Solid Waste Fund	$3.7	$3.9	$0.2
Hidden Creek Golf Course Fund	$2.9	$2.9	$0.0
Parks Performance Fund	$4.8	$5.1	$0.3
4A Sales Tax SRF	$9.6	$5.0	($4.6)
4B Sales Tax SRF	$6.4	$9.0	$2.6
Capital Projects	$23.7	$21.7	($2.0)
Other Funds	$34.0	$68.3	$34.3
Total	**$167.1**	**$204.3**	**$37.2**

September 6, 2022 Council Meeting

- Public Hearing on FY2022-23 budget and property tax rate- Agenda item #
- Approval of ordinances (First reading) – Agenda item #
  - FY2022-23 budget- October 1, 2022 – September 30, 2023
  - Levying the property tax for the tax year 2022 taxable values and adopting the property tax rate of $0.6572 per $100 value
  - Approving Tax year 2022 tax roll
  - Approving the FY 2022-23 schedule of fees
  - Establishing the FY2022-23 rates for water and wastewater service (no increase)
  - Establishing the FY2022-23 rates for solid waste service (no increase)
  - Approving a 2% residential homestead exemption for Tax Year 2023 to be effective October 1, 2023 for FY2023-24

Next Steps

September 12 – Special City Council meeting. Final reading of the ordinances to approve the budget, tax rate and related ordinances.

QUESTIONS/COMMENTS

ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, AMENDING ORDINANCE NO. CSO#1857-09-2021 BY PROVIDING FOR A RESIDENTIAL HOMESTEAD EXEMPTION FROM THE AD VALOREM PROPERTY TAX OF THE CITY OF BURLESON, TEXAS, FOR THE 2023 TAX YEAR AND ALL FUTURE YEARS UNLESS REVISED AT AN AMOUNT EQUAL TO TWO PERCENT OF THE APPRAISED VALUE; REPEALING CONFLICTING ORDINANCES; PROVIDNG A SAVINGS CLAUSE; INCORPORATING THE RECITALS; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; DECLARING AN EFFECTIVE DATE.

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

WHEREAS, the Texas Tax Code provides that the City Council may exempt from ad valorem taxation up to twenty percent (20%) percent of the appraised value of a residential homestead; and

WHEREAS, Section 11.13(n) of the Texas Tax Code states that if the exemption percentage set by the City produces an exemption in a tax year of less than $5,000 when applied to a particular residential homestead, the taxpayer is entitled to an exemption of $5,000 of the appraised value; and

WHEREAS, the City Council must adopt a homestead exemption before July 1st of the tax year the exemption is effective; and

WHEREAS, on September 13, 2021, the City Council adopted Ordinance No. CSO#1857-09-2021 providing for the owner of a residence homestead who makes application therefore an exemption for the 2022 tax year and all future tax years, unless revised, from City ad valorem taxation of an amount equal to the sum of one percent (1%) of the appraised value; and

WHEREAS, the City Council desires revise and amend Ordinance No. CSO1857-09-2021 by increasing the amount of the residence homestead exemption beginning tax year 2023; and

WHEREAS, the City Council desires to increase the exemption provided for in Ordinance No. CSO#1857-09-2021 and adopt a total two percent (2%) residential homestead ad valorem tax exemption pursuant to Section 11.13 of the Texas Tax Code for the tax year 2023 and all future years, unless such exemption is amended by City Council.

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

Section 1

In addition to any other exemptions provided by state law or City ordinance, except for Ordinance No. CSO#1857-09-2021 which is hereby revised and amended, the owner of a residence homestead who

makes application therefore shall be entitled to an exemption for the 2023 tax year and all future tax years, unless revised, from City ad valorem taxation of an amount equal to the sum of two percent (2%) of the appraised value.

Section 2

Any and all ordinances, resolutions, rules, regulations, policies or provisions in conflict with the provisions of this Ordinance are hereby repealed and rescinded to the extent of conflict herewith.

Section 3

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereto any person or circumstances is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance; and the City Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

Section 4

All of the above premises are found to be true and correct and are incorporated into the body of this ordinance as if copied in their entirety.

Section 5

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

Section 6

This ordinance shall become effective immediately upon its passage and approval.

PASSED AND APPROVED:

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

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

_____
Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM:

_____	_____
Amanda Campos, City Secretary	E. Allen Taylor, Jr., City Attorney

THE CITY OF BURLESON TEXAS

Department Memo

City Council Regular Meeting

DEPARTMENT: **Police**

FROM: **Billy J. Cordell, Chief of Police**

MEETING: **September 6, 2022**

SUBJECT:

Hold a public hearing and consider approval of an ordinance establishing curfew hours for minors under Article IV. Chapter 54 "Curfew" *(First Reading) (Staff Presenter: Tim Mabry, Criminal Investigations Sergeant).*

SUMMARY:

Under State Statute 370.002, the City is to review the curfew ordinance every three years to discuss the effects on the community. The ordinance passed in April 2001, and was renewed in 2004, 2007, 2010, 2013, 2016, and 2019.

Curfew hours means:

1. 11:00 p.m. on any Sunday, Monday, Tuesday, Wednesday, or Thursday night until 6:00 a.m. on the following day; and,
2. 11:59 p.m. on any Friday or Saturday night until 6:00 a.m. on the following day.

Citations written by year:

2001	24	2007	101	2013	58	2019	40
2002	67	2008	69	2014	55	2020	46
2003	57	2009	105	2015	37	2021	49
2004	41	2010	107	2016	20	2022*	20
2005	95	2011	116	2017	23		
2006	108	2012	75	2018	42		
*Through January 1- July 31, 2022							

OPTIONS:

1) Adopt the ordinance as written
2) Amend the Ordinance
3) Reject the Ordinance

RECOMMENDATION:

It is the department's recommendation to adopt the ordinance as written. Patrol officers find the ordinance to be a valuable tool to engage unsupervised minors after hours. Minor children are susceptible to become targets for offenders or to engage in crimes during late hours when unsupervised.

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

The ordinance was presented to the Mayor's Youth Council on August 29, 2022 with a recommendation to renew.

FISCAL IMPACT:

None

STAFF CONTACT:

Tim Mabry
Criminal Investigations Sergeant
tmabry@burlesontx.com
817-426-9883

THE CITY OF BURLESON TEXAS

Burleson Police Department

Curfew Ordinance- September 6, 2022

Billy J. Cordell

1221

Curfew Ordinance

- **Curfew age**:
  - Under 17 years of age

- **Curfew hours**:
- Sunday, Monday, Tuesday, Wednesday & Thursday
  - 11:00 p.m. until 6:00 a.m.
- Friday & Saturday
  - 11:59 p.m. until 6:00 a.m.

History

Year	Citations	Year	Citations	Year	Citations	Year	Citations
2001	24	**2007**	101	**2013**	58	**2019**	40
2002	67	**2008**	69	**2014**	55	**2020**	46
2003	57	**2009**	105	**2015**	37	**2021**	49
2004	41	**2010**	107	**2016**	20	**2022***	20
2005	95	**2011**	116	**2017**	23		
2006	108	**2012**	75	**2018**	42		

1223

Questions / Comments

ORDINANCE

AN ORDINANCE READOPTING THE JUVENILE CURFEW ORDINANCE CONTAINED IN ARTICLE IV "CURFEW" OF CHAPTER 54 "MISCELLANEOUS OFFENSES" OF THE CODE OF ORDINANCES, CITY OF BURLESON, TEXAS MAKING IT AN OFFENSE FOR MINORS, PARENTS AND GUARDIANS OF MINORS, AND BUSINESS ESTABLISHMENTS TO VIOLATE CURFEW REGULATIONS; PROVIDING DEFENSES; PROVIDING FOR ENFORCEMENT BY THE POLICE DEPARTMENT; PROVIDING FOR WAIVER BY THE MUNICIPAL COURT OF JURISDICTION OVER A MINOR WHEN REQUIRED UNDER THE TEXAS FAMILY CODE; INCORPORATING THE RECITALS INTO THE BODY OF THE ORDINANCE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR INCLUSION IN THE CODE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION; AND PROVIDING FOR PENALTIES.

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

WHEREAS, on April 12, 2001, the City Council of the City of Burleson adopted Ordinance B-662, codified in Article IV of Chapter 54 of the City of Burleson Code of Ordinances, providing for a juvenile curfew; and

WHEREAS, on October 7, 2019, the City Council of the City of Burleson amended Ordinance B-662 by adopting Ordinance No. CSO#1129-09-2019 (together the "Juvenile Curfew Ordinance"); and

WHEREAS, pursuant to Section 370.002 of the Texas Local Government Code, before the third anniversary of the date of adoption of a juvenile curfew ordinance, and every third year thereafter, the governing body of the home-rule municipality is required to "review the ordinance's effects on the community and on the problems the ordinance was intended to remedy, conduct public hearings on the need to continue, abolish, or modify the ordinance"; and

WHEREAS, the City Council last reviewed Juvenile Curfew Ordinance on October 7, 2019; and

WHEREAS, on September 6, 2022, and September 19, 2022, the City Council reviewed information provided by the Burleson Police Department regarding citations and curfew cases; and

WHEREAS, on September 6, 2022, the City Council held a public hearing on the Juvenile Curfew Ordinance and heard all persons desiring to speak on the matter; and

WHEREAS, the City Council finds the Juvenile Curfew Ordinance also encourages parents to take responsibility for the whereabouts of their minor children**;** and

WHEREAS, the City Council desires to provide for the protection of minors and for the enforcement of parental control; and

WHEREAS, the City Council reviewed the Juvenile Curfew Ordinance's effects on the community and the problems the ordinance is intended to remedy; and

WHEREAS, the City Council deems it necessary and proper and in the best interests of the public health, safety, and general welfare to continue a curfew for persons under 17 years of age.

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

Section 1.

Ordinance B-662 as amended by Ordinance No. CSO#1129-09-2019, codified in Article IV of Chapter 54 of the City of Burleson Code of Ordinances, providing for a juvenile curfew is hereby readopted, ratified, republished, and extended pursuant to Texas Local Government Code Section 370.002.

Section 2.

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

Section 3.

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

Section 4.

Any complaint, notice, notice of violation, action, cause of action, hearing request, appeal, or claim which prior to the effective date of this Ordinance that has been initiated or arisen under or pursuant to Ordinance No. B-622, Ordinance No. CSO#1129-09-2019, or any other ordinance(s) shall continue to be governed by the provision of that ordinance or ordinances, and for that purpose that ordinance or ordinances shall be deemed to remain and shall continue in full force and effect.

Section 5.

That the terms and provisions of this ordinance shall be deemed to be severable and that if any section, subsection, sentence, clause, or phrase of this ordinance shall be declared to be invalid or unconstitutional, the same shall not affect the validity of any other section, subsection, sentence,

clause, or phrase of this ordinance and the remainder of such ordinance shall continue in full force and effect the same as if such invalid or unconstitutional provision had never been a part hereof.

Section 6.

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

Section 7.

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

Section 8.

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

Section 9.

That a violation of this ordinance shall be a Class C misdemeanor and the penalty for violating this ordinance shall be as provided for in Section 54-115 of the Code of Ordinances of the City of Burleson which shall be a fine not exceeding $500.00, and each day a violation exists shall be a separate offense.

PASSED AND APPROVED:

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

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

_____
Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

_____
Amanda Campos, City Secretary

APPROVED AS TO FORM:

_____
E. Allen Taylor, Jr., City Attorney

THE CITY OF BURLESON TEXAS

Department Memo

City Council Regular Meeting

DEPARTMENT: **City Secretary's Office**

FROM: **Amanda Campos, City Secretary**

MEETING: **September 6, 2022**

SUBJECT:

Consider approval of a minute order electing a councilmember to serve as Mayor Pro Tem.
(Staff Presenter: Amanda Campos, City Secretary)

SUMMARY:

The City Charter addresses the timeframe for election of a Mayor Pro Tem. The Mayor Pro Tem must be a member of the city council and elected each year at a regular council meeting. This item is before council so that council may elect a Mayor Pro Tem. However, the City Charter does not specify process; council has adopted the process through Council Policy #17.

The policy is as follows:

• Must be a councilmember who has served at least 2 years

• Councilmembers interested in serving shall notify the City Secretary at least 5 business days prior to the council meeting the election will be held

• Must be in a regular meeting and all action by the council shall be in open session and done by a clear action

OPTIONS:

Elect a councilmember to serve as Mayor Pro Tem .

RECOMMENDATION:

N/A

STAFF CONTACT:

Name: Amanda Campos
Title: City Secretary
acampos@burlesontx.com

817-426-9665

THE CITY OF BURLESON TEXAS

Department Memo

City Council Special Meeting

DEPARTMENT: **City Manager's Office**

FROM: **Martin Avila, Finance Director**

MEETING: **September 6, 2022**

SUBJECT:

Consider an ordinance amending the City budget for fiscal year 2021-2022 by increasing appropriations in the General Fund in the amount of $850,000 for land purchase, and finding that this ordinance may be considered and approved at only one meeting because time is of essence. (First and Final Reading) *(Staff Presenter: Martin Avila, Director of Finance*

SUMMARY:

The City's policy is to ensure appropriations are within the approved budgets at the fund level. Budget amendment is for purchase of land not included in the fiscal year 2021-2022 original budget adopted by Council on September 13, 2021

OPTIONS:

Approve or deny ordinance the amended budget ordinance

RECOMMENDATION:

Staff recommends approval of amended budget ordinance

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

NA

FISCAL IMPACT:

Budgeted amendment ordinance – General Fund

Account number:

001-1099-419.81-07 $850,000

STAFF CONTACT:

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

THE CITY OF BURLESON TEXAS

Budget Amendment

Presented to Council on September 6, 2022

Budget Amendment Summary

- General Fund – $850,000
  - Purchase of land

1233

Options

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

1234

QUESTIONS/COMMENTS

ORDINANCE

AN ORDINANCE AMENDING THE CITY BUDGET FOR FISCAL YEAR 2021-2022 BY INCREASING APPROPRIATIONS IN THE GENERAL FUND IN THE AMOUNT OF $850,000 FOR LAND PURCHASES; FINDING THAT TIME IS OF THE ESSENCE AND THAT THIS ORDINANCE MAY BE CONSIDERED AND APPROVED AT ONLY ONE MEETING; INCORPORATING THE RECITALS INTO THE BODY OF THE ORDINANCE; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC; AND, PROVIDING FOR A REPEALER CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

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

WHEREAS, the City desires to increase the appropriations in the General Fund in the amount of $850,000 for land purchases; and

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

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

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

Section 1.

In addition to those amounts appropriated from the various City departments for Fiscal Year 2021-2022 in the Budget of the City Manager, there shall also be increased estimated appropriations in the General Fund (001-1099-419.81-07) in the amount of $850,000 for real estate purchases.

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

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

PASSED AND APPROVED:

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

_____
Mayor
City of Burleson, Texas

ATTEST:

_____
City Secretary

APPROVED AS TO FORM:

_____
City Attorney

THE CITY OF BURLESON TEXAS

Department Memo

City Council Regular Meeting

DEPARTMENT: **Community Services**

FROM: **DeAnna Phillips, Director of Community Services**

MEETING: **September 6, 2022**

SUBJECT:

Consider approval of a resolution authorizing the City Manager to execute all necessary documents and make necessary expenditures to enter into and close on a real estate contract with Sebastiano and Cristin Leoni, as sellers, to purchase fee simple title to a tract of land commonly known as 120 NW Newton Drive, Burleson, Johnson County, Texas.

SUMMARY:

There is an opportunity to purchase the building, currently Studio C Dance Studio, directly behind the Burleson Public Library. The property sits on .74 acres. The building is 3,900 square feet and features two large studios, an office, and a restroom. Staff believes purchasing this building could alleviate some current constraints to the library immediately and allow the city to consider expanding the library at this location in the future. It would also give about 45 more parking spaces to the library immediately.

OPTIONS:

1) Approve as presented
2) Approve with changes
3) Deny

RECOMMENDATION:

Staff recommends approval as presented.

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

n/a

FISCAL IMPACT:

The property is still under contract, final pricing will be included in seller's agreement.

STAFF CONTACT:

DeAnna Phillips
Director of Community Services
dphillips@burlesontx.com
817-426-9622