THE CITY OF BURLESON TEXAS

City Council
City Council Regular Meeting Agenda

Monday, August 04, 2025
5:30 PM

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

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

1. CALL TO ORDER

Invocation - Jerry Low, Bible Teacher, The Heights 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

- A proclamation recognizing Gun Safety Awareness Month in August. *(Recipient: Eric Gonzalez, Program Manager, Injury Prevention at Cook Children's)*

B. Presentations

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

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

3. CHANGES TO POSTED AGENDA

A. Items to be continued or withdrawn.

B. Items to be withdrawn from the Consent Agenda for separate discussion by the City Council, staff, or members of the public in attendance.

4. CITIZENS APPEARANCES

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

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

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

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

5. CONSENT AGENDA

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

A. Consider and take possible action on the minutes from the July 21, 2025 regular council meeting. *(Staff Contact: Monica Solko, Deputy City Secretary)*

B. Consider and take possible action on a minute order amending CSO#5667-11-2024, modifying the City Council 2025 meeting calendar. *(Staff Contact: Monica Solko, Deputy City Secretary)*

C. Consider and take possible action on a resolution approving the settlement participation form to participate in the settlement of the State of Texas opioid litigation through the Texas Attorney General's Office with Purdue Pharma and the Sackler Family and authorizing the City Manager to execute all necessary documents in connection with the same. *(Staff Contact: Matt Ribitzki, Sr. Deputy City Attorney/Legal Services Director)*

D. Consider and take possible action on an ordinance approving a real estate contract for the purchase of city owned property located at 114 West Ellison Street, Burleson, Texas in response of the bid acceptance to RFP 2025-003 in the amount of $1.1 million dollars. (Final Reading) (*Staff Contact*: *Alex Philips, Director of Economic Development)*

E. Consider and take possible action on a resolution accepting the Quarterly Investment Report for June 30, 2025, as submitted in accordance with the Public Funds Investment Act (PFIA). *(Staff Contact: Kevin Hennessey, Interim Director of Finance)*

F. Consider and take possible action on a Petition for Consent to Creation of Johnson County Municipal Utility District (MUD) No. 4 in the City of Burleson's extraterritorial jurisdiction (ETJ). *(Staff Contact: Tony D. McIlwain, Development Services Director)*

6. GENERAL

A. Consider and take possible action on a Guaranteed Maximum Price (GMP) contract with Byrne Construction Services for Phase 1 of the Police Headquarters Expansion and Remodel in the amount of $9,007,947. (FA2301) (*Staff Contact: Eric Oscarson, Deputy City Manager)*

B. Consider and take possible action on a resolution authorizing the rejection of bids for RFCSP 2025-002 for the construction of Shannon Creek Park. *(Staff Contact: Jen Basham, Parks and Recreation Director)*

C. Consider and approve an ordinance authorizing the issuance of City of Burleson, Texas, Combination Tax and Limited Surplus Revenue Certificates of Obligation, Series 2025; establishing procedures and delegating authority for the sale and delivery of the Certificates; providing an effective date; and enacting other provisions relating to the subject.(First and Final Reading) *(Staff Contact: Harlan Jefferson, Deputy City Manager)*

D. Consider and approve an ordinance authorizing the issuance of City of Burleson, Texas, General Obligation Bonds, Series 2025; establishing procedures and delegating authority for the sale and delivery of the Bonds; providing an effective date; and enacting other provisions relating to the subject. (First and Final Reading) *(Staff Contact: Harlan Jefferson, Deputy City Manager)*

E. Consider and take possible action on an ordinance amendment to Chapter 2 and Chapter 6 of the Code of Ordinances (Boards, Commissions, Committees) and City Council Policy #40 (Boards). (First Reading) *(Staff Contact: Amanda Campos, City Secretary)*

7. REPORTS AND PRESENTATIONS

A. Receive a report, hold a discussion and provide staff direction on an ordinance amending Chapter 34, Article VIII, of the Code of Ordinances regulating unattended clothing donation containers. (First Reading) *(Staff Contact: Tony D. McIlwain, Development Services Director)*

B. Receive a report, hold a discussion, and provide staff direction on proposed amendments to Chapter 26, *Courts* and Chapter 34, *Environment*, of the Code of Ordinances regulating noise. *(Staff Contact: Tony D. McIlwain, Development Services Director)*

C. Receive a report, hold a discussion and provide staff direction regarding a neighborhood empowerment zone (NEZ) program and draft ordinance. (*Staff Contact: Tony McIlwain, AICP, CFM, Development Services Director*)

D. Receive a report, hold a discussion, provide staff directions on the FY 2025-2026 (tax year 2025) property tax rates, and receive any additional feedback from the City Council regarding the annual budget for FY 2025-2026. *(Staff Contact: Kevin Hennessey, Interim Director of Finance)*

E. Receive a report, hold a discussion, and provide staff direction regarding the pursuit of the Texas Comptroller of Public Accounts' Transparency Stars Program, which recognizes local governments for going above and beyond in their transparency efforts. *(Staff Contact: Michael Franklin, Deputy Director of Finance)*

8. CITY COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS AND REPORTS

9. RECESS INTO EXECUTIVE SESSION

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

A. Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071, Texas Government Code
-Receive a report and hold a discussion regarding EEOC Charge No. 450-2025-09414

-Receive a report and hold a discussion regarding Cause No. DC-C202500558, *Crites v City of Burleson*, 18th Judicial District Court, Johnson County, Texas

-Receive a report and hold a discussion regarding the 380 and Development Agreement for Public and Private Improvements in Reinvestment Zone Number Two, City of Burleson, between the City of Burleson and Depot on Main Holdings, LLC, dated November 14, 2016 and amended on September 9, 2020

-Receive a report and hold a discussion regarding Chapter 395 of the Texas Local Government Code, the City's impact fees, and impact fees charged by other special districts in the city limits

-Receive a report and hold a discussion regarding a facility management agreement with Sports Facilities Management, LLC

-Receive a report and hold a discussion regarding the interlocal agreement with the Burleson Independent School District for Police/School Liaison Officers

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

-Receive a report and hold a discussion on certain parcels of real property for the alignment and expansion of Lakewood Drive in Johnson County, Texas where deliberation in open session would have a detrimental effect on the position of negotiations with third parties

C. Deliberation regarding commercial or financial information received from or the offer of a financial or other incentive made to a business prospect seeking to locate, stay or expand in or near the territory of the City and with which the City is conducting economic development negotiations pursuant to Section 551.087, Texas Government Code

10. ADJOURN

CERTIFICATE

I hereby certify that the above agenda was posted on this the 29th of July 2025, by 6:00 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: **City Secretary's Office**

FROM: **Monica Solko, Deputy City Secretary**

MEETING: **August 4, 2025**

SUBJECT:

Consider and take possible action on the minutes from the July 21, 2025 regular council meeting. *(Staff contact: Monica Solko, Deputy City Secretary)*

SUMMARY:

The City Council duly and legally met on July 21, 2025 for a regular council meeting.

RECOMMENDATION:

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

FISCAL IMPACT:

N/A.

STAFF CONTACT:

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

BURLESON CITY COUNCIL REGULAR MEETING
JULY 21, 2025
DRAFT MINUTES

ROLL CALL

COUNCIL PRESENT:	COUNCIL ABSENT:
Victoria Johnson	
Phil Anderson	
Alexa Boedeker	
Chris Fletcher	
Larry Scott	
	Dan McClendon
Adam Russell	

Staff present
Tommy Ludwig, City Manager
Harlan Jefferson, Deputy City Manager
Eric Oscarson, Deputy City Manager
Amanda Campos, City Secretary
Monica Solko, Deputy City Secretar2
Dean Roggia, City Attorney
Matt Ribitzki, Deputy City Attorney

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

Mayor Fletcher called the meeting to order. **Time: 5:30 p.m.**

Invocation – Mayor Chris Fletcher

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. Recipient

B. Presentations

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

- -Receive a report to recognize the communications and police departments for state-wide marketing awards. *(Staff Contact: DeAnna Phillips, Director of Community Services)*

C. Community Interest Items

- Council member Alexa Boedeker recognized Hidden Creek Golf Course and spoke on the city's Emergency Response Plan and the CERT program.
- Join us on Saturday, September 28 for the First Responders Preparedness Fair at the Brick.
- Thank you to the Lions Club for the 4th of July Parade and Chief Cordell and Chief Davis for helping.
- Welcome new Public Safety Recruits: Valerie Figueroa and Austen Zimmerman, who graduated from the police academy.
- Recognized Stacey Singleton retired Fire Marshal who is currently down in Kerrville helping with disaster recovery.

3. CHANGES TO POSTED AGENDA

A. Items to be continued or withdrawn

- None.

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

- Remove Items 5D, 5I, 5J and 5O from the agenda.

4. CITIZEN APPEARANCES

- No speakers.

6. CONSENT AGENDA

A. Minutes from the June 16, 2025 regular council meeting. *(Staff Contact: Monica Solko, Deputy City Secretary)*

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

Motion passed 6-0, Dan McClendon absent.

B. CSO#5843-07-2025, minute order ratifying the Burleson 4A Corporation Board Resolution approving a real estate contract for the purchase of real property located at 114 West Ellison Street, Burleson, Texas in response of the bid acceptance to RFP 2025-003 in the amount of $1.1 million dollars. (*Staff Contact*: *Alex Philips, Director of Economic Development)*

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

Motion passed 6-0, Dan McClendon absent.

C. CSO#5844-07-2025, minute order ratifying the Economic Development Corporation 4A on a resolution updating the approved budget for Fiscal Year

2024-2025 (Resolution #4A06162025AmendAnnualBudget). (*Staff Contact: Kevin Hennessey, Interim Director of Finance*)

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

Motion passed 6-0, Dan McClendon absent.

D. Minute order ratifying the Community Service Development Corporation 4B on a resolution updating the approved budget for Fiscal Year 2024-2025 (Resolution #4B06162025AmendAnnualBudget). *(Staff Contact: Kevin Hennessey, Interim Director of Finance)* - REMOVED

Item 5D was removed from the agenda.

E. CSO#5846-07-2025, resolution for a Local Transportation Project Advance Funding Agreement (AFA) with the Texas Department of Transportation (TXDOT) for the review of a traffic engineering study for the Lakewood Drive Extension project. *(Staff Contact: Michelle McCullough, Deputy Director/City Engineer)*

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

Motion passed 6-0, Dan McClendon absent.

F. CSO#5847-07-2025, Encroachment on Easement agreement with Oncor Electric Delivery Company, LLC (Oncor) for public improvements within the Mountain Valley, Tract B residential development. *(Staff Contact: Michelle McCullough, Deputy Director/City Engineer)*

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

Motion passed 6-0, Dan McClendon absent.

G. CSO#5848-07-2025, First Amendment to the Professional Services Agreement (CSO#5065-04-2023) with Stantec Consulting Services Inc. for the Town Creek Basin Parallel Sewer Interceptor Project in the amount of $143,540.00, for a total contract amount of $2,462,476.31. *(Staff Contact: Randy Morrison, PE, Director of Capital Engineering)*

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

Motion passed 6-0, Dan McClendon absent.

H. CSO#5849-07-2025, Professional Services Agreement with Stantec Consulting Services, Inc., for the design of the Village Creek Basin 12-inch Wastewater Replacement Project in the amount of $239,842. *(Staff Contact: Randy Morrison, PE, Director of Capital Engineering)*

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

Motion passed 6-0, Dan McClendon absent.

I. Second Amendment to the 380 and Development Agreement for Public and Private Improvements in the Reinvestment Zone Number Two, City of Burleson Between the City of Burleson and Depot on Main Holdings, LLC (CSO#543-11-2016). (*Staff Contact: Alex Philips, Economic Development Director*) - REMOVED

Item 5I was removed from the agenda.

J. Public Access and Trail Easement between Depot on Main Holdings, LLC and The City of Burleson for the public access and maintenance of improvements related to the Depot on Main development at 125 N Main Street. *(Staff Contact: Alex Philips, Economic Development Director)* - REMOVED

Item 5J was removed from the agenda.

K. CSO#5850-07-2025, resolution supporting entering into the First Amendment to the Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) for Local Government Maintenance of Railroad Pavement Markings and Signs (Off-System) and authorize the City Manager to sign on behalf of the City. *(Staff Contact: Randy Morrison, PE, Director of Capital Engineering)*

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

Motion passed 6-0, Dan McClendon absent.

L. CSO#5851-07-2025, resolution authorizing a supplemental agreement to the multiple use agreement with the Texas Department of Transportation (TXDOT) allowing for the installation of two additional Flock Automatic License Plater Readers within TXDOT right-of-way. *(Staff Contact: Billy J. Cordell, Chief of Police)*

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

Motion passed 6-0, Dan McClendon absent.

M. CSO#5852-07-2025, Cooperative Purchasing Agreement with Holt Caterpillar through the Sourcewell Cooperative (Contract # 020223) for purchase of a backhoe loader and mini-excavator in the amount of $282,795. *(Staff Contact: Errick Thompson, Director of Public Works)*

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

Motion passed 6-0, Dan McClendon absent.

N. CSO#5853-07-2025, Cooperative Purchasing Agreement with Sames Auto Group through the TIPS Cooperative (Contract # 240901) for purchase of four (4) replacement vehicles in the amount of $339,517. *(Staff Contact: Errick Thompson, Director of Public Works)*

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

Motion passed 6-0, Dan McClendon absent.

O. Cooperative Purchasing Agreement with Rush Truck Centers through the BuyBoard Cooperative (Contract #724-23 and #723-23) for purchase of 11 replacement vehicles in the amount of $798,943.95. *(Staff Contact: Errick Thompson, Director of Public Works)* – REMOVED

Item 5O was removed from the agenda.

P. CSO#5854-07-2025, Cooperative Purchasing Agreement with TYMCO, Inc. through the HGACBuy Cooperative (Contract # SW04-20) for purchase of a street sweeper replacement in the amount of $344,575. *(Staff Contact: Errick Thompson, Director of Public Works)*

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

Motion passed 6-0, Dan McClendon absent.

Q. CSO#5855-07-2025, Cooperative Purchasing Agreement with Bobcat of North Texas through the Sourcewell Cooperative (Contract # 020223-CEC) for purchase of a compact excavator in the amount of $118,627.42. *(Staff Contact: Errick Thompson, Director of Public Works)*

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

Motion passed 6-0, Dan McClendon absent.

R. CSO#5856-07-2025, Cooperative Purchasing Agreement with Bane Machinery DBA Tiger Corporation, Inc. through the BuyBoard Cooperative (Contract # 706-23) for purchase of a boom mower in the amount of $189,099.10. *(Staff Contact: Errick Thompson, Director of Public Works)*

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

Motion passed 6-0, Dan McClendon absent.

S. CSO#5857-07-2025, resolution suspending the July 31, 2025, effective date of Oncor Electric Delivery Company's requested rate change to permit time to study the request and establish reasonable rates, and approving cooperation with the Steering Committee of Cities Served by Oncor to hire legal and consulting services and to negotiate with the company and direct any necessary litigation and appeals. *(Staff Contact: Matt Ribitzki, Sr. Deputy City Attorney/Legal Services Director)*

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

Motion passed 6-0, Dan McClendon absent.

T. CSO#5858-07-2025, fixed property damage release with Joe Moseley and Progressive County Mutual Insurance Company in Progressive Claim No. 24-5382853. *(Staff Contact: Matt Ribitzki, Sr. Deputy City Attorney/Legal Services Director)*

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

Motion passed 7-0.

U. Ordinance approving a real estate contract for the purchase of real property located at 114 West Ellison Street, Burleson, Texas in response of the bid acceptance to RFP 2025-003 in the amount of $1.1 million dollars. (First Reading) (*Staff Contact*: *Alex Philips, Director of Economic Development)*

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

Motion passed 6-0, Dan McClendon absent.

6. ETJ RELEASE

A. ETJ Release Petition for 1700 Tarver RD (Case 25-176): Consider and take possible action on a petition for release from the City of Burleson extraterritorial jurisdiction (ETJ) for approximately 27 acres of land addressed as 1700 Tarver RD. *(Staff Contact: Tony McIlwain, Development Services Director) (No Planning and Zoning Commission action was required for this item)*

No action taken.

7. DEVELOPMENT APPLICATIONS

A. CSO#5859-07-2025, zoning ordinance change request from "GR, General Retail", to "GR, General Retail" with a Specific Use Permit for a Liquor Store" located at 1679 SW Wilshire (Case 25-128). *(First and Final Reading) (Staff Contact: Tony McIlwain, Development Services Director) (The Planning and Zoning Commission recommended approval 7-0)*

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

Mayor Fletcher opened and continued the public hearing. **Time: 5:52 p.m.**

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

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

Motion passed 6-0, Dan McClendon absent.

B. CSO#5860-07-2025, zoning ordinance change request from "C" Commercial, to "C" Commercial with a Specific Use Permit for indoor commercial amusement as an escape room, The Phobia Project at 138 N. Wilson Street, Ste. A (Case 25-145). (First and Final Reading) ***(Staff Contact: Tony McIlwain, Development Services Director) (The Planning and Zoning Commission recommended approval 7-0)***

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

Robin Reyna, 1501 Marti Drive, Burleson, came forward to answer questions from the council regarding parking and business hours.

Mayor Fletcher opened and continued the public hearing. **Time: 5:57 p.m.**

Mayor Fletcher closed the public hearing. **Time: 5:57 p.m.**

Motion made by Larry Scott and seconded by Phil Anderson to approve.

Motion passed 6-0, Dan McClendon absent.

8. GENERAL

A. CSO#5861-07-2025, ordinance renaming a portion of CR 1016, between CR 1016B and CR 914, to Chisholm Summit Boulevard. ***(First and Final Reading) (Staff Contact: Tony McIlwain, Development Services Director***

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

Mayor Fletcher opened and continued the public hearing. **Time: 6:01 p.m.**

Mayor Fletcher closed the public hearing. **Time: 6:02 p.m.**

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

Motion passed 6-0, Dan McClendon absent.

B. CSO#5862-07-2025, ordinance renaming that portion of CR 914, located between CR 1020 and CR 1016, to Lakewood Drive and designating the

roadway extension from CR 1016 to FM 1902, as Lakewood Drive. ***(First and Final Reading) (Staff Contact: Tony McIlwain, Development Services Director)***

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

Mayor Fletcher opened and continued the public hearing. **Time: 6:05 p.m.**

Mayor Fletcher closed the public hearing. **Time: 6:06 p.m.**

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

Motion passed 6-0, Dan McClendon absent.

C. CSO#5842-07-2025, resolution authorizing the filing of eminent domain proceedings for the purpose of obtaining the necessary real property for drainage and roadway improvements as part of the Hooper Business Park drainage improvements and realignment of County Road 1019 project, to serve existing and new development in the City. ***(Staff Contact: Michelle McCullough, Deputy Director/City Engineer)***

Michelle McCullough, Deputy Director/City Engineer, presented a resolution to the city council.

Motion made by Adam Russell and seconded by Alexa Boedeker to move that the City Council of the City of Burleson authorize the use of the power of eminent domain to acquire the land and drainage easement described in Resolution Number CSO# 5842-07-2025, as presented, specifically:

- a 0.453 acre (19,738 square feet) tract of land on property described in Document No. 2014-23765, Official Records, Johnson County, Texas; and
- a 0.029 acre (1,254 square feet) permanent drainage easement on property described in Document No. 2014-23765, Official Records, Johnson County, Texas,

for the purpose of construction and maintenance of drainage and roadway improvements as part of the Hooper Business Park Drainage Improvements and Realignment of County Road 1019 Project to serve existing and new development in the City and for other public purposes as permitted by law, and further move to adopt Resolution Number CSO# 5842-07-2025, as presented. The first record vote will apply to all units of property to be condemned.

Record vote:

For: Chris Fletcher, Mayor
Victoria Johnson, Place 1
Alexa Boedeker, Place 2
Larry Scott, Place 4
Adam Russell, Place 6

Against: None.

Abstain: None.

Absent: Dan McClendon, Place 5.

Motion passed 6-1, with Dan McClendon absent.

D. CSO#5863-07-2025, ordinance establishing a 30 mile per hour speed limit along CR 914 between CR 1021 and 155 feet north of CR 914A; directing the City Manager or designee to erect the appropriate signage; incorporating the recitals into the body of the ordinance; finding and determining that the meeting at which this ordinance is passed is open to the public as required by law; providing a cumulative clause, a severability clause, a savings clause, a penalty clause, and an effective date. (First and Final Reading) ***(Staff Contact: Errick Thompson, Director of Public Works)***

Errick Thompson, Director of Public Works, presented an ordinance to the city council.

Motion made by Victoria Johnson and seconded by Alexa Boedeker to approve.

Motion passed 6-0, Dan McClendon absent.

E. CSO#5864-07-2025, ordinance establishing a 30 mile per hour speed limit along the city portions of CR 714 between FM 731 and Hidden Creek Parkway; directing the City Manager or designee to erect the appropriate signage; incorporating the recitals into the body of the ordinance; finding and determining that the meeting at which this ordinance is passed is open to the public as required by law; providing a cumulative clause, a severability clause, a savings clause, a penalty clause, and an effective date. (First and Final Reading) ***(Staff Contact: Errick Thompson, Director of Public Works)***

Errick Thompson, Director of Public Works, presented an ordinance to the city council.

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

Motion passed 6-0, Dan McClendon absent.

F. CSO#5865-07-2025, ordinance amending the City budget (CSO#5560-09-2024) for Fiscal Year 2024-2025 by increasing appropriations to various funds to accommodate operating and capital needs; and find time is of the essence. (First and Final Reading) (*Staff Contact: Kevin Hennessey, Interim Director of Finance)*

Kevin Hennessey, Interim Director of Finance, presented an ordinance to the city council.

Motion made by Larry Scott and seconded by Phil Anderson to approve with the removal of Park Performance fund.

Motion passed 6-0, Dan McClendon absent.

9. REPORTS AND PRESENTATIONS

A. Receive a report, hold a discussion, and provide staff direction regarding the Wicker Hill Road and Greenridge Drive Improvements. *(Staff Contact: Randy Morrison, PE, Director of Capital Engineering)*

Randy Morrison, PE, Director of Capital Engineering, reported on the Wicker Hill Road and Greenridge Drive improvements to the city council.

Alternate 1: Do Nothing

- Existing Wicker Hill Dr. is narrow and in very poor condition. The increase vehicle traffic and bus traffic will be problematic if the road is not improved.
- Increased operations cost for reactive repairs.
- Current OCI score of 14.60 continues to drop towards 0.

Alternate 2: 5-10 year Interim Improvements

- The project would include schematic roadway design to establish ROW limits, drainage design, right-of-way acquisition, pulverize-in-place, stabilization, minor widening and repave of 24' roadway.
- Would acquire ultimate ROW for future build-out.
- Would consume the annual Public Works street maintenance budget.

Project Estimate: $1,400,000
-Schematic Design: $50,000
-ROW Acquisition: $640,000
-Construction: $710,000

Alternate 3: Full Build-out Capital Improvement

Project Scope includes right-of-way acquisition and construction of ultimate improvements, including concrete paving, curb, gutter and sidewalks, and storm drainage infrastructure. Does not include traffic signal work or landscaping.

- Pavement Condition (OCI) at 100

Project Estimate: $6,900,000
-Design: $560,000
-ROW Acquisition: $640,000
-Construction: $5,700,000

Staff sought Council direction on three alternatives for addressing a deteriorating roadway: doing nothing, pursuing an interim patch solution, or fully reconstructing the road and adding it to the Capital Improvement Plan (CIP). The full buildout (Option 3) would require amending the CIP and is estimated to add approximately $0.01 to the debt service tax rate, though that figure is still preliminary and dependent on certified property values. Council members expressed consensus that inaction was not viable, and several emphasized that the interim fix would waste resources, especially given future plans for the area, including a new elementary school.

Harlan Jefferson, Deputy City Manager, spoke to council on financial projections, fund balance usage, and pending certified tax rolls. The Council informally agreed on Option 3, preferring to fund the project through debt service rather than maintenance funds. They also leaned toward drawing down the debt service fund balance gradually

over two years to maintain long-term financial stability. Staff will return on August 4 with updated figures and the required tax rate calculations.

B. Receive a report, hold a discussion, and provide staff direction on updates identified for the 2025-2026 fiscal year employee handbook. *(Staff Contact: Cheryl Marthiljohni, Director of Human Resources)*

Cheryl Marthiljohni, Director of Human Resources, presented updates to the employee handbook for FY 2025-2026 to the city council. The policy states the City Manager may make revisions to this policy which do not involve a change in benefits offered or changes which would require an amendment to the City's current "Annual Operating Budget." The City Council must approve all changes involving employee benefits and/or budget amendments. Any new rules or regulations issued supersede these regulations and are fully binding on all employees.

Revisions for City Council:

Policy	Proposed Revision
6.3 Sick Leave	Adding a provision that allows the use of an employee's sick time to be used for additional bereavement leave, if needed. Includes allowing employees to take paid sick time if the covered bereavement relationship is outside of the current policy.
6.4 Paid Parental Leave (PPL)	Remove the one year waiting period and update the eligible hours if having less than one year of service to 40 hours (53 for fire shift personnel).
6.7 Military Leave*	For the purposes of calculating the amount of paid military leave of absence for a fire shift employee, a 24-hour work shift constitutes one workday.
6.9 Other	Include Firefighters in existing policy to be eligible for Mental Health Leave like Police Officers and Public Safety Communications. Update language to align Public Safety Communications with the same process for Police Officers.
6.13 Catastrophic Leave	Add language that city will review case by case options for leave outside of the Catastrophic Leave pool if an employee does not have enough time to donate as a member of the pool and a need arises that they meet the criteria otherwise described for a catastrophic leave reason. Update language to include gapping the compensation between short-term or long-term disability benefits and catastrophic leave hours, avoiding doubling benefit time.

Revision for City Manager:

- Replace the word "termination" with "separation" through-out the Employee Handbook.
- Discrimination: add statement that city does not condone harassment of any kind to align with language in the Grievance policy statement.
- Probationary Period: add to include that licensed telecommunicators' probationary period begins after they complete their training plans to align with sworn peace officers and firefighters.
- Nepotism: update to include city will not hire immediate relatives of internal service departments (HR, Finance, IT)
- Weapons: add knives with 5.5 inch specifications as prohibited weapons.
- Cell device: update language to align with current practice.

- Corrective Action: update to add reassignment and retraining as steps or actions that can be taken as part of corrective action.
- Grievance: update current steps in policy to add Deputy City Manager into evaluation of grievance.
- Comp Leave: update that the records are kept in the timekeeping software not staff accountant or HR.
- Inclement Weather: update to align with current practice that non-essential staff may be deemed essential based on event severity and expectation for essential and non-essential to remote work when practical.
- Bereavement: remove language regarding paperwork being completed by HR.
- Voting: add clarification when voting is considered paid time.
- Internship: remove college level language, allowing high school or career and technical students to intern/job shadow. Clarified provision for unpaid internships.
- Compensation: in the event of an employee passing, add language to discontinue use of a final pay beneficiary form and follow state statute regarding final pay and clarifying language for vacation and sick payout when less than 1 and 5 years of service, respectively.
- Travel: remove language referring to petty cash.
- Worker's Compensation: clarify payments for first responders be offset by temporary income benefits, in essence keeping them whole from a pay perspective, avoiding double payment - same as existing workers' compensation salary continuation policy.
- Reasonable Accommodation: remove citizen ADA policy since this is an Employee Handbook and add employee-related reasonable accommodation policy aligning with current practice

The item would be brought back for council consideration.

C. Receive a report, hold a discussion, and provide staff direction on the proposed fee changes for the FY25-26 budget. *(Staff Contact: Dylan Whitehead, Deputy Director of Development Services / Building Official)*

Dylan Whitehead, Deputy Director of Development Services/Building Official, presented the proposed fee changes for FY2025-2026 to the city council. Presentation included proposed fees to commercial alarm permits, library printing, ETJ plat exemption letters, ETJ release applications, legal filings, municipal utility/municipal management district applications, public improvement district applications, commercial one-trade permits, commercial foundation permits, construction plan review (residential and commercial), construction inspections, right-of-way encroachment for public sidewalk and parking, sign installation, traffic impact analysis, and flood study review.

Casey Davis, Fire Chief, presented the proposed fire inspection fees.

Mr. Whitehead continued with the proposed fees for administrative changes such as credit card processing, interactive voice response (IVR) fee, and solid waste franchise application fee. Other proposed fees included golf green fees, water and wastewater meter and tap fees.

Council was in favor of the staff changes and Finance Committee recommendations on the proposed fees. The fee schedule will be presented in August for consideration.

RECESS AND BACK TO ORDER

Mayor Fletcher recessed for a short break at 7:37 p.m. and called the meeting back to order at 7:49 p.m. with all members present as recorded above.

D. Receive a report, hold a discussion, and provide staff direction on Fire Billing Services. *(Staff Contact: Casey Davis, Fire Chief)*

Casey Davis, Fire Chief, presented fire billing services to the city council. Presentation included costs could be recovered by motor vehicles incidents, structure fires, vehicle fires, equipment fires, hazardous material incidents and industrial/commercial incidents. Emergifire rate development is an industry-aligned fee schedule is used based on FEMA rates. Billing is based on an average base rate from the FEMA fee schedule, accounting for a four-person crew. The result is an average base rate of $177.45 per hour for the engine, with an additional $376.55 per hour allocated for fuel, equipment and personnel.

Emergifire Rates:

- Motor Vehicle Incident Mitigation Fee: $602–$838+
- Hazardous Materials Response Fee: $972–$8,199+
- Fire Response Fee: $554–$693 per hour
- Fire Investigation & Incident Command Fee: $554–$693 per hour
- Water-Related Incident Response Fee: $554–$2,747+ per hour
- Backcountry/Special Rescue Fee: $554+ per incident
- Natural Gas Leak Response Fee: $523–$932+ per hour

Next Steps:

- Consider a billing policy that includes only billing insurance companies with no contact or billing inquires made to citizens in addition to never utilizing collection agencies for services performed
- Consider procurement options for a contract for billing services
- Consider an ordinance establishing and implementing a program to charge mitigation rates for the deployment of emergency services by the Fire Department for services rendered
- Consideration of mitigation rates associated with the aforementioned ordinance and operational activity
- Initiate public awareness/education
- Complete internal Standard Operating Procedures for the process (first bullet point)
- Target go-live January 2026

The city council was in favor of the fire billing service.

E. Receive a report, hold a discussion, and provide staff direction on the FY 2025-2026 budget supplemental requests, five-year fund forecast, and receive

additional direction from City Council regarding the annual budget for fiscal year 2025-2026. (Staff Contact: *Tommy Ludwig, City Manager*)

Tommy Ludwig, City Manager, presented the FY2025-2026 budget supplements and five-year fund forecast to the city council.

General Fund:

- Proposed General Fund Reductions ($850,286)
    - One Time reductions: ($39,000)
    - On-Going reductions: ($811,286)
- Additional adjustments to the base budget: ($51,693)
- Salary Savings: ($1,000,000)
- Total Savings: ($1,901,979)

General Fund (without tax increase):

- Total General Fund Supplemental Requests $5,528,293
    - One Time Cost: $2,081,729
    - On-Going Cost: $3,446,564
    - 43 General Fund Supplemental Requests Received
        - 19.5 FTEs included with the Supplemental Requests
- Total General Fund Supplemental Recommended $966,391 [Offset of $108,000]
    - One Time Cost: $10,145
    - On-Going Cost: $956,246
    - 6 General Fund Supplemental Requests Recommended
        - 1.5 FTE Recommended

General Fund (with tax increase):

- In addition to the aforementioned supplementals, the following requests would only be recommended if the Council raised the Maintenance and Operations of the tax rate
    - The maximum rate increase is 3.5% without voter approval
    - Every 1% increase is a $261,485 increase in revenue based on the current tax rate [max increase is $915,197.50]
- If the Council approved a tax increase additional items of staffing for fourth ambulance and an additional patrol unit for the police [$728,450]
    - One Time Cost: $137,702
    - On-Going cost: $590,748
    - 4 additional FTE recommended

Parks Performance Fund:

- Total PPF Supplemental Requests $860,025
    - One Time Cost: $352,691
    - On-Going Cost: $507,334
    - 37 PPF Supplemental Requests Received
    - 5.5 FTEs included with the Supplemental Requests
- Total PPF Supplemental Recommended $404,107
    - One Time Cost: $149,851
    - On-Going Cost: $254,256
    - 12 PPF Supplemental Requests Recommended
    - 2.5 FTE Recommended

Hidden Creek Golf Course:

- Total HCGC Fund Supplemental Requests $499,824
    - One Time Cost: $293,149
    - On-Going Cost: $206,675
    - 16 HCGC Supplemental Requests Received
        - 3 FTEs included with the Supplemental Requests
- Total HCGC Fund Supplemental Recommended $210,435
    - One Time Cost: $135,399
    - On-Going Cost: $75,036
    - 9 HCGC Supplemental Requests Recommended
        - 1 FTEs Recommended

4B Fund:

- Total 4B Supplemental Requests $23,250
    - One Time Cost: $23,250
    - On-Going Cost: $0
    - 4 4B Supplemental Requests Received
    - 0 FTEs included with the Supplemental Requests
- Total 4B Supplemental Recommended $2,000
    - One Time Cost: $2,000
    - On-Going Cost: $0
    - 2 4B Supplemental Requests Recommended
    - 0 FTEs Recommended

IT Fund:

- Total IT Fund Supplemental Requests $839,714
    - One Time Cost: $ 606,235
    - On-Going Cost: $233,479
    - 3 IT Fund Supplemental Requests Received
    - 2 FTEs included with the Supplemental Requests
- Total IT Fund Supplemental Recommended $606,235
    - One Time Cost: $ 606,235
    - On-Going Cost: $0
    - 1 IT Fund Supplemental Requests Recommended
    - 0 FTEs Recommended

Hotel Motel Fund:

- Total Hotel Motel Fund Supplemental Requests $75,000
    - One Time Cost: $75,000
    - On-Going Cost: $0
    - 1 Hotel Motel Fund Supplemental Requests Received
    - 0 FTEs included with the Supplemental Requests
- Total Hotel Motel Fund Supplemental Recommended $75,000
    - One Time Cost: $75,000
    - On-Going Cost: $0
    - 1 Hotel Motel Fund Supplemental Requests Recommended
    - 0 FTEs Recommended

Mr. Ludwig explained that the supplementals were presented to the Finance Committee on June 18, 2025 and the committee recommended approval as presented

with the addition of the following items for the Golf Fund: drainage basin repairs, irrigation expansion. The proposed budget is scheduled to be filed August 4, 2025

After a brief discussion and questions by council in favor of the presentation with the Finance Committee recommendations.

F. Receive a report, hold a discussion, and give staff direction on amendments to Council Policy #40 and various chapters in the Code of Ordinances concerning boards, commissions, and committees. *(Staff Contact: Amanda Campos, City Secretary)*

Amanda Campos, City Secretary, presented amendments to Council Policy #40 and various chapters in the Code of Ordinances concerning boards, commission and committees to the city council. The Council Policy & Valuation Committee recommended the following changes: increase the guidance to the boards for their purpose and to staff and reporting to the full council. Allow more focus on development and community needs by removing items concerning budget, finances of the city, fees/fines, and maintenance operation functions of the city.

Edit Chapter 2; section 2-35:
(a) Each board and commission shall review data and circumstances pertaining to their respective boards and commissions and formulate recommendations to the city council, **on** for its adoption , policies and regulations consistent with the overall city plan and ordinances. **This should exclude items concerning budget, finances of the city, fees/fines, and maintenance operation functions of the city.**

Edit Council Policy #40:
Add a new subsection under Section VI. Board/Commission/Committee Member responsibilities.

The members should fully consider the items presented to them at a meeting providing recommendations to be forwarded to the city council or council committee by the Director or designee with consideration given to the necessary timeframe for the item.

All recommendations of the board, commission, or committee should be presented in a report that provides the council full consensus of the members, understanding the recommendations may not all be unanimous. The reports should reflect the discussion and questions of the members present at the meeting in a high level executive summary format. This is not intended to be verbatim minutes.

Membership:

- **Memberships** = 9 (exception P&Z with 10 that includes ex-officio youth member)
- **Terms** = 2 full terms (exception P&Z = 3; Youth no limit, age will determine)
- Recommendation: Change Parks Board to 3 full terms like the P&Z

Edit Chapter 2; section 2-31:

The term of each member shall not exceed two (2) consecutive full terms and a member must have remained off of that particular board, commission, or committee for one (1) full term before the member can be reappointed. Planning and Zoning Commission **and Park Board** members terms shall not exceed three (3) consecutive full terms. Youth members terms have no limit except that they must remain qualified members.

Attendance:
Edit Chapter 2-34 and add a new section to Council Policy #40 to better serve the members.

Section 2-34 (b) If any **B**oard members shall fail to attend at least 75 percent of the called meetings during the 12-month period between October 1 through September 30. **If a** such board or commission member shall be deemed to have vacated their position on that board or commission (the 75 percent rule shall only apply to boards or commissions which meet at least once a month on a called basis) **fails to attend 75 percent that member may not be eligible to continue to serve their current term or not be re-appointed as determined by the city council in their review of membership when presented by the city secretary.**

Addition of new section to council Policy #40:

Absences – Members should notify City Secretary's Office and board liaison with at least 72 hour notice of absences due to illness, realizing emergencies arise. If emergency notify City Secretary's Office as soon as possible. The City Secretary's Office will note the absence in the attendance roll to be presented to the council committee during appointment process.

Quorum and Texas Open Meetings Act:
The Committee discussed the following boards and Texas Open Meeting Act (TOMA): General discussion was quorum issues, ability to hold virtual meetings, items not requiring council actions, and general ability to utilize the full potential

- Advisory Committee on People with Disabilities, Animal Shelter Advisory Committee, and Citizens Public Art Committee
    - All have membership specific to their board and are not all are residents making meeting difficult. Virtual meeting would help.
    - The committee reviewed and agreed we still needed to notice the meetings and allow the public to speak. Legal recommends remaining under TOMA but adding verbiage for quorum that would help with quorum issues.

Edit Council Policy #40:
Addition of new section

Quorum - Establishing the number required to hold a meeting. The Deputy City Attorney will craft the wording for this section.

Amend the Russell Farm Facility Use Agreement and Resolution establishing Boren Property Advisory Council allowing membership to meet virtually

Committee restructuring:

Keep unchanged – legal requirements

- Planning & Zoning Commission

- Board of Adjustments
- Capital Improvement Advisory

Combine into new board

- Cemetery
- Citizens Public Art

Rename

- Park Board to Parks & Recreation Board

Change

- Parks & Recreation Board – Remove Russell Farm this property will continue under Boren Property Advisory
- Animal Shelter Advisory – Remove cost effectiveness from their function as stated in the code of ordinances – follow state law

Expand

- Old Town Development Standards

New

- Public Spaces & Cultural Heritage
- (Cemetery, Citizen Public Art, Senior Center, etc.)

The Council engaged in a detailed discussion regarding the recommendation to change the Parks Board term length from two-year terms to three-year terms. Originally, the terms were shortened and the number of seats increased to allow for greater community participation and rotation among interested applicants, especially since the Parks Board is one of the most sought-after appointments. While some members noted the benefit of longer terms for continuity and experience, particularly on boards with steeper learning curves like Planning and Zoning, others emphasized the importance of equitable opportunities and fresh perspectives. There was general agreement that consistent term lengths across all boards, such as two three-year terms totaling six years, might help maintain fairness and clarity. The suggestion was also made to reduce the required sit-out period after term limits from a full term to one year, allowing for more flexible reappointment. Because the recommendation originated from a member who was not present to explain his rationale, the Council agreed to revisit the item at the second August meeting with multiple options provided, aiming for a final decision before the new board term begins on October 1.

E. Receive a report, hold a discussion, and provide staff direction on the FY 2025-2026 budget supplemental requests, five-year fund forecast, and receive additional direction from City Council regarding the annual budget for fiscal year 2025-2026. (Staff Contact: *Tommy Ludwig, City Manager*)

Tommy Ludwig, City Manager, returned to the podium to seek clear direction from the Council regarding the Fiscal Year 2025–2026 budget options presented earlier. He noted that while two scenarios had been outlined, one with no tax rate increase and one with a 3.5% tax rate increase to fund three paramedics and one police officer. He had not specifically asked which path the Council preferred.

Council members expressed support for the 3.5% tax rate increase, citing the recommendation from the Finance Committee and the critical need to fund public safety positions. They also acknowledged that potential revenue from operating a fourth ambulance and the pending discussion on a stormwater runoff fee were not yet factored into the budget.

10. CITY COUNCIL REQUEST FOR FUTURE AGENDA ITEMS AND REPORTS

- None.

11. RECESS INTO EXECUTIVE SESSION

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

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

- Receive a report and hold a discussion regarding the Americans with Disabilities Act and the City's facilities, programs, and services
- Receive a report and hold a discussion regarding the contract with the Burleson Independent Soccer Association for the operation of soccer leagues and tournaments at Bartlett Park
- Receive a report and hold a discussion regarding the contract with the Burleson Youth Association for the operation of baseball leagues and tournaments at Chisenhall Park
- Negotiations and potential eminent domain action for the acquisition of real property for the construction and maintenance of drainage and roadway improvements as part of the Hooper Business Park Drainage Improvements and Realignment of County Road 1019 Project to serve existing and new development in the City and for other public purposes permitted by law

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

- Real property commonly known as the West Building, 114 W Ellison St and 101 S Wilson St in Burleson, Johnson County, Texas
- Real property commonly known as 112 SE Gardens Blvd in Burleson, Johnson County, Texas, being approximately 2.45 acres of undeveloped land near the intersection of SW Johnson Ave and SE Gardens Blvd
- Deliberation regarding the purchase, exchange, lease, or value of real property to be acquired for the construction and maintenance of drainage and roadway improvements as part of the Hooper Business Park Drainage Improvements and Realignment of County Road 1019 Project to serve existing and new development in the City

C. Deliberation regarding commercial or financial information received from or the offer of a financial or other incentive made to a business prospect seeking to locate, stay or expand in or near the territory of the City and with which the City is conducting economic development negotiations pursuant to Section 551.087, Texas Government Code

- Project Bonus
- Project Boost

Motion was made by Adam Russell and seconded by Alexa Boedeker to convene into executive session. **Time: 9:23 p.m.**

Motion passed 6-0, with Dan McClendon absent.

Motion was made by Victoria Johnson and seconded by Phil Anderson to reconvene into open session. **Time: 10:10 p.m**.

Motion passed 6-0, with Dan McClendon absent.

12. ADJOURNMENT

Motion made by Victoria Johnson and seconded by Alexa Boedeker to adjourn.

Mayor Chris Fletcher adjourned the meeting.

Time: 10:11 p.m.

_____

Monica Solko
Deputy City Secretary

City Council Regular Meeting

DEPARTMENT: **City Secretary's Office**

FROM: **Monica Solko, Deputy City Secretary**

MEETING: **August 4, 2025**

SUBJECT:

Consider and take possible action on a minute order amending CSO#5667-11-2024, modifying the City Council 2025 meeting calendar. *(Staff Contact: Monica Solko, Deputy City Secretary)*

SUMMARY:

The City Council adopted the 2025 council meeting calendar on November 18, 2024. However, due to newly established deadline requirements, staff is requesting that the Council consider the addition of a Special Meeting on Monday, September 8, 2025, to ensure compliance with these updated requirements and to allow for timely Council action.

RECOMMENDATION:

Approve minute order adopting the modified 2025 Council meeting calendar.

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

N/A

REFERENCE:

CSO#5667-11-2024

FISCAL IMPACT:

N/A

STAFF CONTACT:

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

January 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 City Holiday	2	3	4
5	6 City Council	7	8	9	10	11
12	13	14	15	16	17	18
19	20 City Holiday	21 City Council *Possible 4A/4B/TIF*	22 Council Committee x2	23	24	25
26	27	28	29	30	31	

February 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3 City Council	4	5	6	7	8
9	10	11	12	13	14	15
16	17 City Council *Possible 4A/4B/TIF*	18	19 Council Committee x2	20	21	22
23	24	25	26	27	28	

March 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3 City Council	4	5 Council Committee x2	6	7	8
9	10	11	12	13	14	15
16	17 BISD Spring Break	18 BISD Spring Break	19 BISD Spring Break	20 BISD Spring Break	21 BISD Spring Break	22
23	24 City Council *Possible 4A/4B/TIF*	25	26	27	28	29

April 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2	3	4	5
6	7 City Council	8	9	10	11	12
13	14	15	16	17	18	19
20	21 City Council *Possible 4A/4B/TIF*	22	23 Council Committee x2	24	25	26
27	28	29	30			

May 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4	5 City Council	6	7 Council Committee	8	9	10
11	12	13	14	15	16	17
18	19 City Council *Possible 4A/4B/TIF*	20	21 Council Committee x2	22	23	24
25	26 City Holiday	27 Special City Counci	28	29	30	31

June 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2 City Council	3	4	5	6	7
8	9	10	11	12	13	14
15	16 City Council *Possible 4A/4B/TIF*	17	18 Council Committee	19	20	21
22	23	24	25	26	27	28
29	30					

July 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2	3	4 City Holiday	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21 City Council *Possible 4A/4B/TIF*	22	23 Council Committee	24	25	26
27	28	29	30	31		

August 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4 City Council	5	6 Council Committee x2	7	8	9
10	11 Special City Counci	12	13	14	15	16
17	18 City Council *Possible* *4A/4B/TIF*	19	20 Council Committee x2	21	22	23
24	25	26	27	28	29	30

September 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1 City Holiday	2 City Council	3	4	5	6
7	8 Special City Council	9	10	11	12	13
14	15 City Council *Possible* *4A/4B/TIF*	16	17 Council Committee	18 Special City Council	19	20
21	22	23	24	25	26	27
28	29	30 Council Committee				

October 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
5	6 City Council	7	8	9	10	11
12	13	14	15	16	17	18
19	20 City Council *Possible 4A/4B/TIF*	21	22 Council Committee x2	23	24	25
26	27	28	29	30	31	

November 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3 City Council *Possible* *4A/4B/TIF*	4	5 Council Committee x2	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27 City Holiday	28 City Holiday	29

December 2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15 City Council *Possible* *4A/4B/TIF*	16	17 Council Committee x2	18	19	20
21	22	23	24 City Holiday	25 City Holiday	26	27
28	29	30	31			

City Council Regular Meeting

DEPARTMENT: **Legal**

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

MEETING: **August 4, 2025**

SUBJECT:

Consider and take possible action on a resolution approving the settlement participation form to participate in the settlement of the State of Texas opioid litigation through the Texas Attorney General's Office with Purdue Pharma and the Sackler Family and authorizing the City Manager to execute all necessary documents in connection with the same. *(Staff Contact: Matt Ribitzki, Sr. Deputy City Attorney/Legal Services Director)*

SUMMARY:

Texas, along with a broad coalition of states and subdivisions, has now reached final agreements with fifteen companies to resolve legal claims for their role in the opioid crisis. The newest agreement is with opioid manufacturer Purdue Pharma and the Sackler family.

The recent settlement with Purdue and the Sackler family brings Texas' combined share to $3.3 billion, with Purdue and the Sacklers paying an estimated $286 million to Texas.

The proposed Purdue/Sackler settlement is actually two settlements being implemented in connection with Purdue's bankruptcy proceedings. It consists of a settlement of Purdue's claims against the Sacklers (the "Estate Settlement") to be distributed pursuant to a chapter 11 plan, and a settlement of direct claims against the Sacklers held by States, local governments and other creditors (the "Direct Settlement"). Dollars will flow from both settlements.

Texas subdivisions will decide whether to participate in the Direct Settlement. The more subdivisions that participate, the more funds flow to that Texas and its subdivisions. Any subdivision that does not participate cannot directly share in any of the Direct Settlement funds. Please note that Texas OAG will be collecting Subdivision Participation Forms for the Purdue/Sackler Direct Settlement through Rubris Inc. Rubris is the Implementation Administrator for the Direct Settlement.

To be eligible to participate, the City must return the required subdivision participation form to the Attorney General by September 30, 2025.

OPTIONS:

1) Approve resolution approving settlement participation form
2) Deny resolution approving settlement participation form

RECOMMENDATION:

Approve the resolution approving settlement participation form

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

None.

FISCAL IMPACT:

None.

STAFF CONTACT:

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

Purdue Pharma and Sackler Family Settlement Resolution

PRESENTED TO THE CITY COUNCIL ON
AUGUST 4, 2025

Purdue Pharma Settlement Resolution

- On November 8, 2021, the City Council approved a resolution joining the global opioid settlement with the State of Texas through the Office of the Attorney General.
- Over the past few years, the state of Texas, along with a broad coalition of states and subdivisions, have reached final agreements with multiple companies to resolve legal claims for their role in the opioid crisis.
- The State of Texas has reached another settlement, this time with Purdue Pharma and the Sackler family.
- The Attorney General's office has now contacted subdivision across the state about joining the agreement.
- By signing onto the settlement agreement and executing a release, the City will be entitled to a portion of the funds that the state receives.
- The deadline join this settlement is September 30, 2025.

Purdue Pharma Settlement Resolution

- At this time, it is not known how much the City will receive from this settlement. The amount of the settlement depends on a variety of factors, including the number of participating entities.

- The use of opioid settlement funds are restricted to specific opioid remediation and prevention uses, including treatment and coordination of care, prevention of opioid usage, overdose prevention, and data and research. While these categories are broad, specific uses can include continuing education and training for first responders related to appropriate practices and precautions when dealing with opioids and fentanyl.

- Over the last three years, the City has received $102,136.45 from previous opioid settlements.

- At this time, the City has not used any of the opioid funds received from the state.

Purdue Pharma Settlement Resolution

Approve or Deny a Resolution:

- Approving the settlement participation form to participate in the settlement of the State of Texas opioid litigation through the Texas Attorney General's Office with Purdue Pharma and the Sackler Family and authorizing the City Manager to execute all necessary documents in connection with the same

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS AUTHORIZING PARTICIPATION WITH THE STATE OF TEXAS, THROUGH THE OFFICE OF THE ATTORNEY GENERAL, IN RESOLVING OPIOID-RELATED CLAIMS AGAINST PURDUE PHARMA AND THE SSACKLER FAMILY UNDER THE TERMS AND CONDITIONS SET FORTH IN THE PURDUE TEXAS STATE-WIDE OPIOID SETTLEMENT AGREEMENT; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS IN CONNECTION WITH THE SAME; AND 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, on November 8, 2021, the City adopted a resolution approving the Texas Term Sheet and Allocation Schedule regarding the Global Opioid Settlement through the Office of the Attorney General; and

WHEREAS, the City received notice that the Office of the Attorney General has now reached a settlement with Purdue Pharma and the Sackler Family; and

WHEREAS, the City can participate in this settlement by adopting the Subdivision and Participation and Release Form attached hereto as Exhibit "A" and incorporated herein by reference for all purposes (the "Release Form"); and

WHEREAS, Special Counsel and the State of Texas have recommended that the City Council of the City of Burleson support the adoption and approval the Texas Term Sheet in its entirety; and

WHEREAS, the City Council of the City of Burleson, Texas (i) finds there is a substantial need for repayment of opioid-related expenditures and payment to abate opioid-related harms in and about the City of Burleson, (ii) supports the addition of Purdue to those previously adopted; (iii) supports the adoption and approval the Release Form finds it to the in the public interest to approve such settlement.

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

Section 1

The City Manager is hereby authorized on behalf of the City to execute the Release Form.

Section 2

The City Secretary is hereby directed to return a copy of the executed Release Form to the Office of the Attorney General by electronic-mail through the email address opioidsparticipation@rubris.com.

Please include the name, state, and reference ID (CL-1751483) of the City in the body of the email and use the subject line "Settlement Participation Form – City of Burleson, Texas – CL-1751483".

Section 3

This resolution shall become effective immediately upon passage.

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

_____
Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

_____
Amanda Campos, City Secretary

APPROVED AS TO LEGAL FORM:

_____
E. Allen Taylor, Jr., City Attorney

EXHIBIT “A”

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity: City of Burleson		State: Texas
Authorized Official:	Tommy Ludwig	
Address 1:	141 W Renfro St	
Address 2:		
City, State, Zip:	Burleson, TX 76028	
Phone:	817-426-9664	
Email:	citymanager@burlesontx.com	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to that certain Governmental Entity & Shareholder Direct Settlement Agreement accompanying this participation form (the "*Agreement*")[1], and acting through the undersigned authorized official, hereby elects to participate in the Agreement, grant the releases set forth below, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Agreement, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Agreement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly after the Effective Date, and prior to the filing of the Consent Judgment, dismiss with prejudice any Shareholder Released Claims and Released Claims that it has filed. With respect to any Shareholder Released Claims and Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com.

3. The Governmental Entity agrees to the terms of the Agreement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Agreement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning following the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Agreement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as and to the extent provided in, and for resolving disputes to the extent provided in, the

[1] Capitalized terms used in this Exhibit K but not otherwise defined in this Exhibit K have the meanings given to them in the Agreement or, if not defined in the Agreement, the Master Settlement Agreement.

Agreement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Agreement.

7. The Governmental Entity has the right to enforce the Agreement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Agreement, including without limitation all provisions of Article 10 (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Subdivision Releasor, to the maximum extent of its authority, for good and valuable consideration, the adequacy of which is hereby confirmed, the Shareholder Released Parties and Released Parties are, as of the Effective Date, hereby released and forever discharged by the Governmental Entity and its Subdivision Releasors from: any and all Causes of Action, including, without limitation, any Estate Cause of Action and any claims that the Governmental Entity or its Subdivision Releasors would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively), notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable or equivalent thereto (which shall conclusively be deemed waived), whether existing or hereinafter arising, in each case, (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor (each such release, as it pertains to the Shareholder Released Parties, the "Shareholder Released Claims", and as it pertains to the Released Parties other than the Shareholder Released Parties, the "Released Claims"). For the avoidance of doubt and without limiting the foregoing: the Shareholder Released Claims and Released Claims include any Cause of Action that has been or may be asserted against any Shareholder Released Party or Released Party by the Governmental Entity or its Subdivision Releasors (whether or not such party has brought such action or proceeding) in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor.

9. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Shareholder Released Claims or Released Claims against any Shareholder Released Party or Released Party in any forum whatsoever, subject in all respects to Section 9.02 of the Master Settlement Agreement. The releases provided for herein (including the term "Shareholder Released

Claims" and "Released Claims") are intended by the Governmental Entity and its Subdivision Releasors to be broad and shall be interpreted so as to give the Shareholder Released Parties and Released Parties the broadest possible release of any liability relating in any way to Shareholder Released Claims and Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Agreement shall be a complete bar to any Shareholder Released Claim and Released Claims.

10. To the maximum extent of the Governmental Entity's power, the Shareholder Released Parties and the Released Parties are, as of the Effective Date, hereby released and discharged from any and all Shareholder Released Claims and Released Claims of the Subdivision Releasors.

11. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Agreement.

12. In connection with the releases provided for in the Agreement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

    > **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

    A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Shareholder Released Claims or such other Claims released pursuant to this release, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Shareholder Released Claims or such other Claims released pursuant to this release that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Agreement.

13. Nothing herein is intended to modify in any way the terms of the Agreement, to which Governmental Entity hereby agrees. To the extent any portion of this Participation and Release Form not relating to the release of, or bar against, liability is interpreted differently from the Agreement in any respect, the Agreement controls.

14. Notwithstanding anything to the contrary herein or in the Agreement, (x) nothing herein shall (A) release any Excluded Claims or (B) be construed to impair in any way the rights and obligations of any Person under the Agreement; and (y) the Releases set forth herein shall be subject to being deemed void to the extent set forth in Section 9.02 of the Master Settlement Agreement.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

City Council Regular Meeting

DEPARTMENT: **Economic Development**

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

MEETING: **August 4, 2025**

SUBJECT:

Consider and take possible action on an ordinance approving a real estate contract for the purchase of city owned property located at 114 West Ellison Street, Burleson, Texas in response of the bid acceptance to RFP 2025-003 in the amount of $1.1 million dollars. (Final Reading) (*Staff Contact*: *Alex Philips, Director of Economic Development)*

SUMMARY:

On March 7, 2025, the City of Burleson released a Request for Proposals (RFP) 2025-002 to solicit offers to purchase a city-owned, 114 West Ellison Street. The parcel is located in Old Town at the corner of Ellison and Wilson streets, and is currently vacant.

The RFP outlined preferred criteria; uses to include a mix of ground floor destination retail/restaurant and second floor office, incorporate existing historical Old Town architecture, tie in to district walkability, and a 32-foot height restriction. The RFP also included a minimum bid of the property at $1.1 million dollars, and requires that the development agreement include a waiver in favor of the City as it relates to building products, materials, and methods under Texas Gov't Code Ch. 3000.

The EDC's proposal meets all criteria, includes a $1.1 million dollar bid and proposes razing the existing building. The development concept plan proposes a 10,000 square foot, two story building consisting of Class A office space above retail, restaurants and other commercial uses. The EDC will recruit Corporate or Regional headquarters for office users..

RECOMMENDATION:

Staff recommends approval

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

City Council Approved Ordinance on First Reading on July 21, 2025.

Burleson 4A and City Council approved the bid on June 16, 2025.

REFERENCE:

FISCAL IMPACT:

Proposed Expenditure/Revenue: $1.1M
Account Number(s): 2014201-70001
Fund:4A Fund
Account Description: Land

STAFF CONTACT:

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

RFP 2025-003 Sale of Real Property 114 West Ellison Street

BURLESON CITY COUNCIL

AUGUST 4, 2025

Request for Proposals

- Released March 7, 2025
- 114 W. Ellison St.
- Minimum bid of $1.1M
- Building is currently vacant
- Preferred development scenario
  - Ground floor retail
  - Second floor office
  - 32’ maximum height
  - Incorporate Old Town architecture, and walkability
- Requires that the development agreement include a waiver in favor of the City for building products, materials and methods under Texas Gov’t Code Ch. 3000

Submission

- Sole submission is from Burleson 4A Economic Development Corp. (EDC)
- $1.1M bid
- Raze existing building
- Concept plan includes:
  - 10,000 square feet
  - 5,000 square feet, ground floor retail
  - 5,000 square feet, second floor office
  - Enhanced public parking, landscape and walkability
- The EDC will recruit corporate or regional headquarters for office users

Project Details

- Purchase price of $1.1M
- Closing on or before September 25, 2025
- EDC will take immediate ownership and begin plans to raze the building, create a marketing package and actively recruit a corporate or regional headquarters office user in FY 2026

Requested Action

- Approve an ordinance on final reading for the approval of a real estate contract for 114 West Ellison Street.

Questions / Comments

Alex Philips
Director of Economic Development
aphilips@burlesontx.com
817-426-9638

ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURLESON APPROVING A CONTRACT BETWEEN THE CITY OF BURLESON, AS SELLER, AND THE BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION, AS BUYER, TO SELL FEE SIMPLE TITLE TO REAL PROPERTY COMMONLY KNOWN AS 111 & 113 S WILSON AND 114 W ELLISON AND LEGALLY KNOWN AS LOT 12, BLOCK 3, ORIGINAL TOWN OF BURLESON, AN ADDITION TO THE CITY OF BURLESON, IN JOHNSON COUNTY, TEXAS, (THE "PROPERTY") FOR THE SALES PRICE OF $1,100,000.00, AND OTHER CONSIDERATION, AS PRESCRIBED IN THE REAL ESTATE CONTRACT ATTACHED IN EXHIBIT "A" (THE "CONTRACT"); AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT AND ALL DOCUMENTS NECESSARY TO CLOSE ON THE CONTRACT; AUTHORIZING THE EXPENDITURE OF FUNDS; INCORPORATING THE RECITALS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the City owns fee simple title to the Property; and

WHEREAS, on or about March 7, 2025, the City, in City of Burleson RFP 2025-003, issued a request for proposals in accordance with the Local Government Code seeking proposals from third-parties to purchase and develop the Property; and

WHEREAS, the Type A Corporation submitted a proposal in response to City of Burleson RFP 2025-003; and

WHEREAS, after due consideration of the request and received submission, the City desires to select and award the Type A Corporation's proposal in City of Burleson RFP 2025-003; and

WHEREAS, the City desires to approve and enter into the Contract; and

WHEREAS, the City desires to close the real estate transaction described in the Contract; and

WHEREAS, the City desires the City Manager execute all documents necessary to close the

real estate transaction described in the Contract; and

WHEREAS, the City desires to expend funds pursuant to the Contract that are necessary to close the real estate transaction described therein; and

WHEREAS, the City Council hereby finds and determines that the provisions of this ordinance are in the best interest of the public, and are adopted in furtherance of the public health, safety, morals, and general welfare.

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

Section 1.

The City hereby selects the Type A Corporation's proposal in City of Burleson RFP 2025-003. Accordingly, the City Manager, Tommy Ludwig, is authorized: (a) to execute on behalf of the City (i) the Contract between the City and the Buyer, substantially in the form attached as Exhibit "A", with the purchase price of $1,100,000.00 and other consideration, and (ii) any other documents necessary for closing the transaction contemplated by the Contract; and (b) to make expenditures in accordance with the terms of the Contract and in closing the transaction contemplated by the Contract.

Section 2.

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

Section 3.

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

Section 4.

This ordinance shall be in full force and effect from and after its passage and publication as required by law, and it is so ordained.

AND IT IS SO ORDAINED.

PASSED AND APPROVED the _____ day of _____, 20_____.

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

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

_____

Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

_____

Amanda Campos, City Secretary

APPROVED AS TO FORM:

_____

E. Allen Taylor, Jr., City Attorney

City Council Regular Meeting

DEPARTMENT: **Finance**

FROM: **Kevin Hennessey, Interim Director of Finance**

MEETING: **August 4, 2025**

SUBJECT:

Consider and take possible action on a resolution accepting the Quarterly Investment Report for June 30, 2025, as submitted in accordance with the Public Funds Investment Act (PFIA). (Staff Contact: Kevin Hennessey, Interim Director of Finance)

SUMMARY:

To comply with the Public Funds Investment Act (PFIA), investment officers are required to report quarterly to the City Council on the activities of its cash and investment holdings. The information required by the PFIA includes investment results for the quarter, economic summary, investment strategy, investment holdings, and book vs. market comparisons.

RECOMMENDATION:

Approve the resolution accepting the Quarterly Investment Report for June 30, 2025, as submitted in accordance with the Public Funds Investment Act (PFIA).

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

N/A

REFERENCE:

Attached is a copy of the June 30, 2025, Quarterly Investment Report.

FISCAL IMPACT:

N/A

STAFF CONTACT:

Kevin Hennessey
Interim Director of Finance
khennessey@burlesontx.com
817-426-9627

THE CITY OF
BURLESON
TEXAS

INVESTMENT PORTFOLIO SUMMARY

For the Quarter Ended

June 30, 2025

Prepared by
Valley View Consulting, L.L.C.

The investment portfolio of the City of Burleson is in compliance with the Public Funds Investment Act and the City of Burleson Investment Policy and Strategies.

Disclaimer: These reports were compiled using information provided by the City of Burleson. No procedures were performed to test the accuracy or completeness of this information. The market values included in these reports were obtained by Valley View Consulting, L.L.C. from sources believed to be accurate and represent proprietary valuation. Due to market fluctuations these levels are not necessarily reflective of current liquidation values. Yield calculations are not determined using standard performance formulas, are not representative of total return yields and do not account for investment advisor fees.

Summary

Quarter End Results by Investment Category:

Asset Type	March 31, 2025 Ave. Yield	March 31, 2025 Book Value	March 31, 2025 Market Value	June 30, 2025 Ave. Yield	June 30, 2025 Book Value	June 30, 2025 Market Value
Demand Deposit Account/Money Market Account	3.18%	$ 17,563,974	$ 17,563,974	3.32%	$ 25,229,551	$ 25,229,551
Pools/Money Market Fund	4.43%	15,947,794	15,947,794	4.41%	9,739,900	9,739,900
Securities	4.43%	54,998,822	55,151,073	4.37%	60,020,955	60,191,730
Certificates of Deposit	4.92%	56,619,408	56,619,408	4.56%	41,125,723	41,125,723
Total	**4.47%**	**$ 145,129,998**	**$ 145,282,250**	**4.24%**	**$ 136,116,129**	**$ 136,286,904**

Average Yield - Current Quarter (1)	
Total Portfolio	4.24%
Rolling Three Month Treasury	4.37%
Rolling Six Month Treasury	4.27%
TexPool	4.30%

Fiscal Year-to-Date Average Yield (2)	
Total Portfolio	4.50%
Rolling Three Month Treasury	4.42%
Rolling Six Month Treasury	4.42%
TexPool	4.40%

Interest Earnings (Approximate)	
Quarter	$ 1,479,065
Fiscal Year-to-date	$ 5,063,665

(1) **Quarter End Average Yield** - based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield for the reporting month is used for bank, pool, and money market balances.

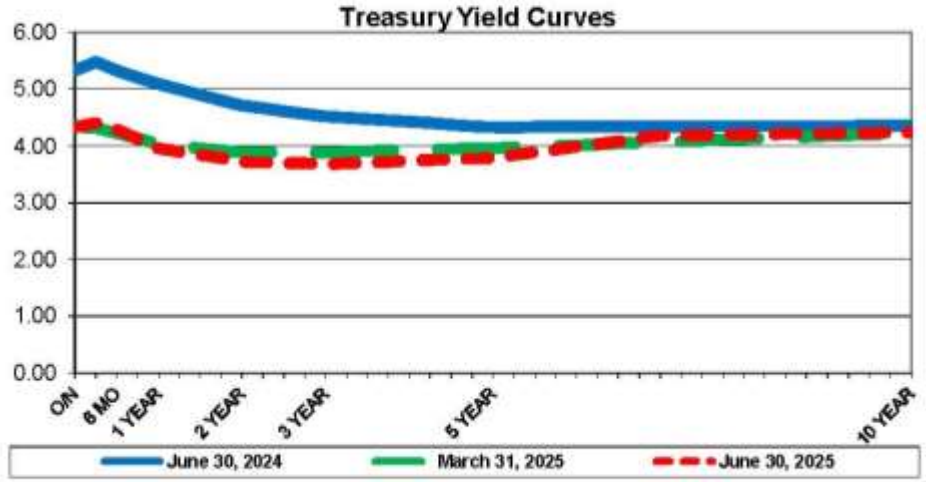
(2) **Fiscal Year-to-Date Average Yield** - calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

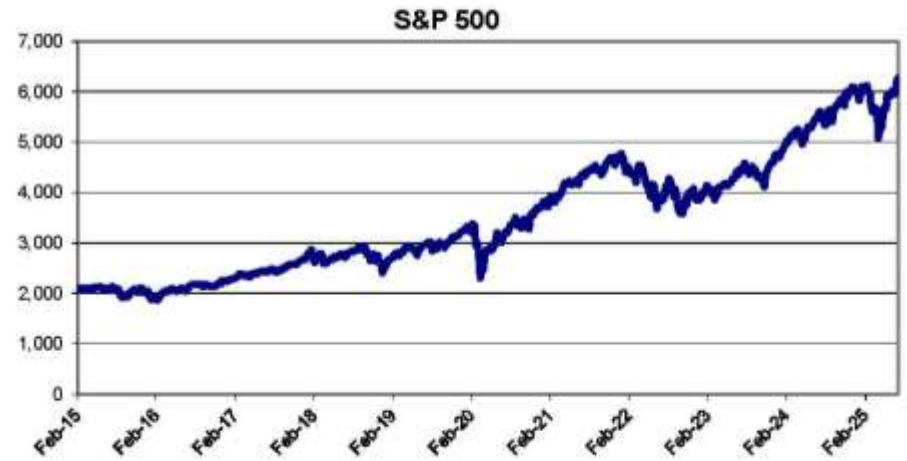
Investment Advisor Note: During market cycles where rates rise or fall, it is common to experience decreases or increases in market value of current investments. This is due to the value the market places on the asset in terms of its buying or selling ability on the current market day. The City's Investment Policy establishes a "buy and hold" portfolio strategy where investment maturities are targeted to match with identified cash flow requirements, and the investments mature at the anticipated time the cash is needed. The City does not intend to liquidate or redeem securities prior to maturity and will therefore not recognize the losses or gains from a pre-maturity sale. Instead, the City will report changes in market value as unrealized losses or gains as required by the PFIA and current accounting standards. As the security approaches maturity, the unrealized loss or gain will diminish, and at maturity the City will receive the full par value of the security.

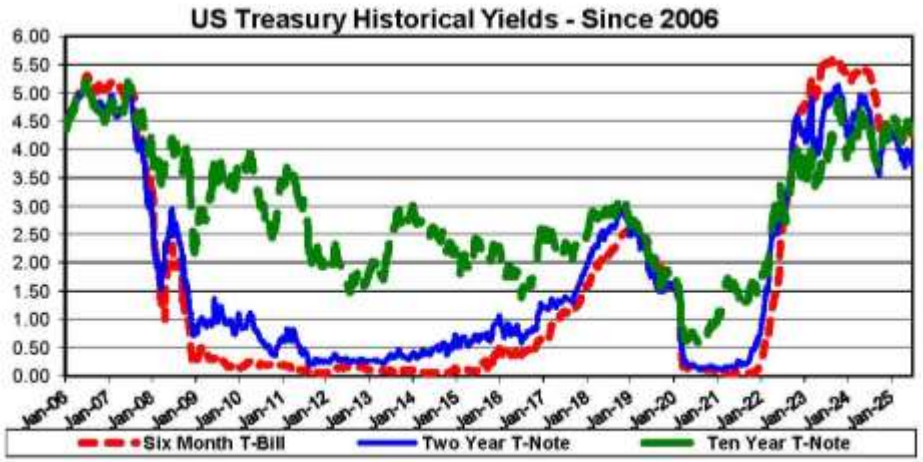
Economic Overview

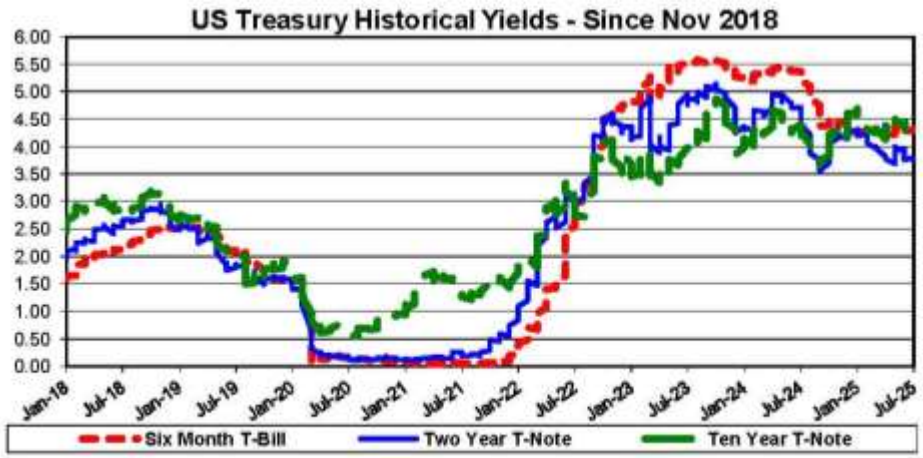
6/30/2025

The Federal Open Market Committee (FOMC) kept the Fed Funds target range at 4.25% - 4.50% (Effective Fed Funds trade +/-4.33%). Expectations for additional rate cuts are volatile with current estimates for two 0.25% cuts projected late 2025. June Non-Farm Payroll added +147k new jobs, prior months' revisions increased the Three Month Rolling Average to +150k (from the previous +135k). First Quarter 2025 final estimate GDP declined slightly to -0.5%. An Import surge increased the trade deficit. The S&P 500 Stock Index reached a new high (+/-6,175) from February's previous high (over 6,115). The yield curve still bottoms out in the 2-3 year maturity section. Crude Oil remains below $70 per barrel. Inflation continues above the FOMC 2% target (Core PCE +/-2.7% and Core CPI +/-2.8%). Uncertainty abounds throughout global economic outlooks, tariff negotiations and violent political disruptions.









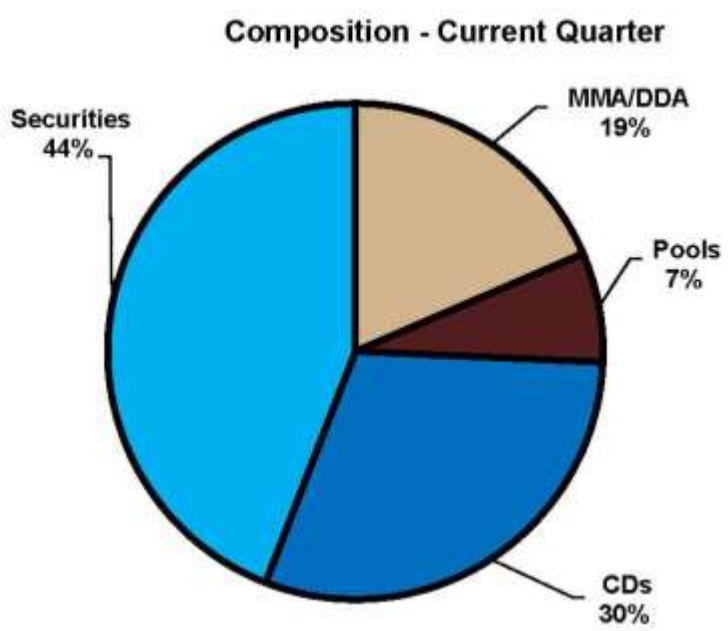
Investment Holdings

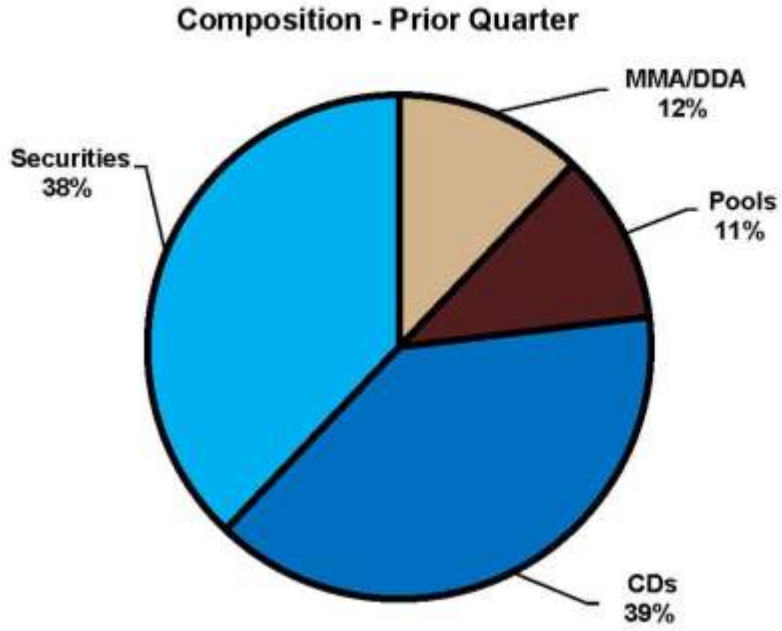
June 30, 2025

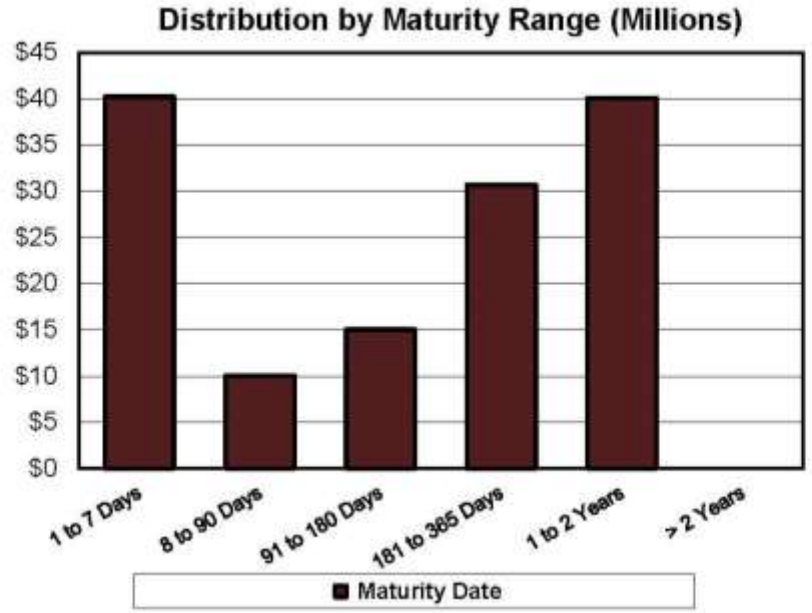
Description	Ratings	Coupon/ Discount	Maturity Date	Settlement Date	Par Value	Book Value	Market Price	Market Value	Life (Days)	Yield
SouthState Bank Cash		0.00%	07/01/25	06/30/25	$ 7,042,573	$ 7,042,573	1.00	$ 7,042,573	1	0.00%
SouthState Bank MMA		4.59%	07/01/25	06/30/25	1,394,774	1,394,774	1.00	1,394,774	1	4.59%
InterBank MMA		4.75%	07/01/25	06/30/25	100,382	100,382	1.00	100,382	1	4.75%
InterBank ICS		4.65%	07/01/25	06/30/25	13,246,715	13,246,715	1.00	13,246,715	1	4.65%
NexBank IntraFi MMA Savings		4.45%	07/01/25	06/30/25	3,445,107	3,445,107	1.00	3,445,107	1	4.45%
TexPool	AAAm	4.30%	07/01/25	06/30/25	116,051	116,051	1.00	116,051	1	4.30%
LOGIC	AAAm	4.41%	07/01/25	06/30/25	9,623,849	9,623,849	1.00	9,623,849	1	4.41%
East West Bank CD		5.25%	07/02/25	06/17/24	5,257,381	5,257,381	100.00	5,257,381	2	5.39%
East West Bank CD		4.22%	08/14/25	03/14/25	5,063,406	5,063,406	100.00	5,063,406	45	4.31%
USTN	Aa1/AA+	2.00%	08/15/25	10/09/24	5,000,000	4,985,971	99.68	4,984,180	46	4.29%
USTN	Aa1/AA+	5.00%	10/31/25	04/24/24	5,000,000	4,999,307	100.21	5,010,547	123	5.04%
USTN	Aa1/AA+	4.88%	11/30/25	10/09/24	10,000,000	10,028,091	100.21	10,021,094	153	4.18%
American Nat'l Bank & Trust CD		4.70%	01/25/26	07/25/24	15,659,891	15,659,891	100.00	15,659,891	209	4.80%
BOK Financial CDARS		4.11%	03/19/26	03/20/25	5,058,388	5,058,388	100.00	5,058,388	262	4.20%
FFCB	Aa1/AA+	4.88%	04/15/26	04/24/24	5,000,000	4,996,713	100.55	5,027,378	289	4.96%
FFCB	Aa1/AA+	4.88%	06/12/26	06/25/24	5,000,000	5,004,372	100.68	5,034,085	347	4.78%
USTN	Aa1/AA+	3.75%	08/31/26	10/29/24	5,000,000	4,978,249	99.76	4,987,891	427	4.14%
USTN	Aa1/AA+	4.63%	10/15/26	11/21/24	5,000,000	5,020,619	100.90	5,044,922	472	4.29%
FAMCA		4.23%	12/23/26	12/23/24	10,000,000	10,000,000	100.33	10,033,197	541	4.23%
USTN	Aa1/AA+	4.13%	02/15/27	06/09/25	10,000,000	10,007,632	100.48	10,048,438	595	4.07%
American Nat'l Bank & Trust CDARS		4.05%	03/25/27	03/27/25	5,053,542	5,053,542	100.00	5,053,542	633	4.13%
American Nat'l Bank & Trust CDARS		3.95%	04/29/27	05/01/25	5,033,114	5,033,114	100.00	5,033,114	668	4.03%
Total Portfolio					**$ 136,095,174**	**$ 136,116,129**		**$ 136,286,904**	**241**	**4.24%**
									(1)	**(2)**

(1) Weighted average life - For purposes of calculating weighted average life, overnight bank and pool balances are assumed to have a one day maturity.

(2) Weighted average yield to maturity - The weighted average yield to maturity is based on Book Value, realized and unrealized gains/losses and investment advisory fees are not included. The yield for the reporting month is used for overnight bank and pool balances.


Composition - Current Quarter
Securities
44%
MMA/DDA
19%
Pools
7%
CDs
30%


Composition - Prior Quarter
Securities
38%
MMA/DDA
12%
Pools
11%
CDs
39%


Distribution by Maturity Range (Millions)
$45
$40
$35
$30
$25
$20
$15
$10
$5
$0
1 to 7 Days
8 to 90 Days
91 to 180 Days
181 to 365 Days
1 to 2 Years
> 2 Years
Maturity Date

Book and Market Value Comparison

Issuer/Description	Yield	Maturity Date	Book Value 03/31/25	Increases	Decreases	Book Value 06/30/25	Market Value 03/31/25	Change in Market Value	Market Value 06/30/25
SouthState Bank Cash	0.00%	07/01/25	$ 5,411,214	$ 1,631,358	$ –	$ 7,042,573	$ 5,411,214	$ 1,631,358	$ 7,042,573
SouthState Bank MMA	4.59%	07/01/25	3,270,770	–	(1,875,996)	1,394,774	3,270,770	(1,875,996)	1,394,774
InterBank MMA	4.75%	07/01/25	100,395	–	(13)	100,382	100,395	(13)	100,382
InterBank ICS	4.65%	07/01/25	5,374,692	7,872,023	–	13,246,715	5,374,692	7,872,023	13,246,715
NexBank IntraFi MMA Savings	4.45%	07/01/25	3,406,903	38,204	–	3,445,107	3,406,903	38,204	3,445,107
TexPool	4.30%	07/01/25	4,158,757	–	(4,042,706)	116,051	4,158,757	(4,042,706)	116,051
LOGIC	4.41%	07/01/25	11,789,037	–	(2,165,189)	9,623,849	11,789,037	(2,165,189)	9,623,849
FHLB	4.40%	04/04/25	4,997,606	–	(4,997,606)	–	4,997,570	(4,997,570)	–
East West Bank CD	5.40%	04/23/25	5,253,339	–	(5,253,339)	–	5,253,339	(5,253,339)	–
East West Bank CD	5.39%	05/28/25	5,213,707	–	(5,213,707)	–	5,213,707	(5,213,707)	–
East West Bank CD	5.42%	06/02/25	10,445,115	–	(10,445,115)	–	10,445,115	(10,445,115)	–
East West Bank CD	5.39%	07/02/25	5,211,458	45,923	–	5,257,381	5,211,458	45,923	5,257,381
East West Bank CD	4.31%	08/14/25	5,010,416	52,990	–	5,063,406	5,010,416	52,990	5,063,406
USTN	4.29%	08/15/25	4,958,217	27,754	–	4,985,971	4,957,031	27,148	4,984,180
USTN	5.04%	10/31/25	4,998,795	512	–	4,999,307	5,022,656	(12,109)	5,010,547
USTN	4.18%	11/30/25	10,044,799	–	(16,708)	10,028,091	10,044,531	(23,437)	10,021,094
American Nat'l Bank & Trust CD	4.80%	01/25/26	15,475,831	184,060	–	15,659,891	15,475,831	184,060	15,659,891
BOK Financial CDARS	4.20%	03/19/26	5,006,768	51,621	–	5,058,388	5,006,768	51,621	5,058,388
FFCB	4.96%	04/15/26	4,995,678	1,035	–	4,996,713	5,038,128	(10,750)	5,027,378
FFCB	4.78%	06/12/26	5,005,519	–	(1,147)	5,004,372	5,047,689	(13,604)	5,034,085
USTN	4.14%	08/31/26	4,973,614	4,635	–	4,978,249	4,984,766	3,125	4,987,891
USTN	4.29%	10/15/26	5,024,594	–	(3,975)	5,020,619	5,049,609	(4,688)	5,044,922
FAMCA	4.23%	12/23/26	10,000,000	–	–	10,000,000	10,009,093	24,104	10,033,197
USTN	4.07%	02/15/27	–	10,007,632	–	10,007,632	–	10,048,438	10,048,438
American Nat'l Bank & Trust CDARS	4.13%	03/25/27	5,002,775	50,767	–	5,053,542	5,002,775	50,767	5,053,542
American Nat'l Bank & Trust CDARS	4.03%	04/29/27	–	5,033,114	–	5,033,114	–	5,033,114	5,033,114
TOTAL / AVERAGE	**4.24%**		**$ 145,129,998**	**$ 25,001,630**	**$ (34,015,500)**	**$ 136,116,129**	**$ 145,282,250**	**$ (8,995,346)**	**$ 136,286,904**

City Council Regular Meeting

DEPARTMENT: **Development Services**

FROM: **Tony D. McIlwain, Development Services Director**

MEETING: **August 4, 2025**

SUBJECT:

Consider and take possible action on a Petition for Consent to Creation of Johnson County Municipal Utility District (MUD) No. 4 in the City of Burleson's extraterritorial jurisdiction (ETJ). *(Staff Contact: Tony D. McIlwain, Development Services Director)*

SUMMARY:

On June 16th, City Council approved a development agreement with Phelps Real Estate III, LLC and RPO Properties, L.P., including successors and assigns, for an associated ETJ development. City staff received a Petition for Consent for the Creation of the Johnson County Municipal Utility District (MUD) No. 4. This project is located outside of the city limits, along the north and south rights-of-way of Conveyor Drive, east of SE John Jones Drive. The properties have been conveyed to MV Burleson LLC on July 22nd and July 24th respectively. The deed records have been included as attachments.

Project Summary

- Gross acreage: approximately 577.89 acres
- Net developable acreage: approximately 419 acres
- Single-family residential: 1,625 lots
- Build-to-rent residential: 264 lots
- Multifamily residential: 384 units
- Amenity center: approximately 5 acres

Per *ARTICLE IV. CITY'S CONSENT TO CREATION; DISTRICT MATTERS,* of the previously approved development agreement, the City's consent to the creation of the MUD must be evidenced by its written consent (either VIA a resolution or ordinance).

The City cannot require annexation as a condition of consenting to the creation of the MUD.

RECOMMENDATION:

Staff recommends approval of the Petition for the Consent for the Creation of Johnson County Municipal Utility District (MUD) No. 4 of in the City of Burleson's extraterritorial jurisdiction (ETJ).

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

June 16, 2025: City Council approved a development agreement with Phelps Real Estate III, LLC and RPO Properties, L.P. for an associated ETJ development.

REFERENCE:

CSO# 5841-06-2025

FISCAL IMPACT:

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

STAFF CONTACT:

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

JOHNSON COUNTY
MUNICIPAL UTILITY DISTRICT #4

City Council: August 4, 2025

BACKGROUND

- *June 16, 2025:* The City entered into a Development Agreement with Phelps Real Estate III, L.L.C., RPO Properties, L.P., including successors and assigns. MV Burleson LLC has acquired both properties.
- The Development Agreement imposes certain restrictions and commitments with regard to a proposed ETJ development.
- Staff has received a Petition for Consent to Creation of Johnson County Municipal Utility District (MUD) No. 4 for the proposed ETJ development.

*PROJECT SUMMARY

- Property is located along the north and south rights-of-way of Conveyor Drive, east of SE John Jones Drive.
- Maximum density for residential units shall not to exceed five (5) units per acre, measured on the total acreage of the Property and subject to a pro rata adjustment upon annexation of additional land into the District.

LAND USE SUMMARY

LAND USE	LOT/UNIT COUNT	ACREAGE
SINGLE-FAMILY RESIDENTIAL	± 1,625 LOTS (BELOW)*	± 366.09 ACRES
BUILD-TO-RENT RESIDENTIAL (12 U/A MAX)	± 264 UNITS (12 U/A)	± 22.01 ACRES
MULTIFAMILY RESIDENTIAL (25 U/A MAX)	± 384 UNITS (25 U/A)	± 15.37 ACRES
AMENITY CENTER		± 5.44 ACRES
WASTEWATER TREATMENT PLANT		± 10.00 ACRES
SUBTOTAL (NET DEVELOPABLE)	± 2,273 (5.43 U/A)	± 418.91 ACRES
UNDEVELOPABLE LAND AREA (INCLUDING DETENTION & MAJOR ROADWAYS)		± 159.16 ACRES
TOTAL AREA (GROSS)		± 578.07 ACRES

* PROJECTED LOT MIX FOR SINGLE-FAMILY RESIDENTIAL AREAS (± 366.09 ACRES):

(25%) ± 4,800 SF LOTS (40' X 120', TYP) WITH NO ALLEY ACCESS: ± 467 LOTS @ 5.1 UNITS/ACRE
(45%) ± 6,000 SF LOT (50' X 120', TYP) WITH NO ALLEY ACCESS: ± 741 LOTS @ 4.5 UNITS/ACRE
(30%) ± 7,200 SF LOT (60' X 120', TYP) WITH NO ALLEY ACCESS: ± 417 LOTS @ 3.8 UNITS/ACRE

PROJECTED TOTAL LOT COUNT FOR SINGLE-FAMILY RESIDENTIAL: ± 1,625 LOTS

NOTE: 1. LOT/UNIT DENSITIES SHOWN (U/A) ARE CALCULATED PER NET DEVELOPABLE ACREAGE FOR ALL USES.
2. FLOOD STUDY TO BE PREPARED FOR THE CURRENT FEMA ZONE 'A' FLOODPLAIN AND SURROUNDING AREAS; POTENTIAL FOR ADDITIONAL LOT YIELD AT AN AVERAGE DENSITY OF 4.5 UNITS/ACRE.
3. MULTIFAMILY AND BUILD-TO-RENT PARCELS CAN BE EXCHANGED FOR ANY SIZE SINGLE-FAMILY LOT.

PROJECT SUMMARY

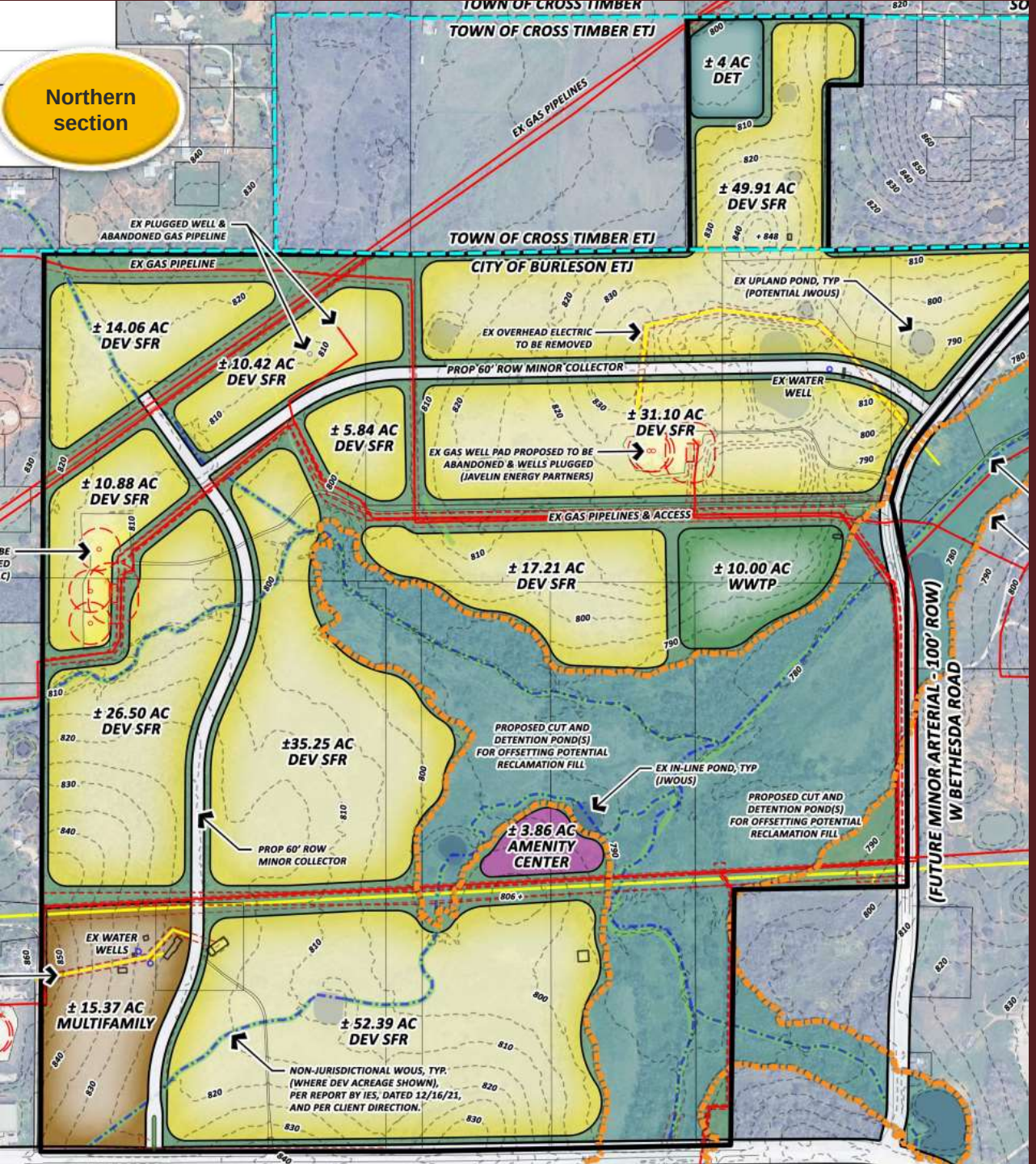
SINGLE FAMILY LOT SUMMARY

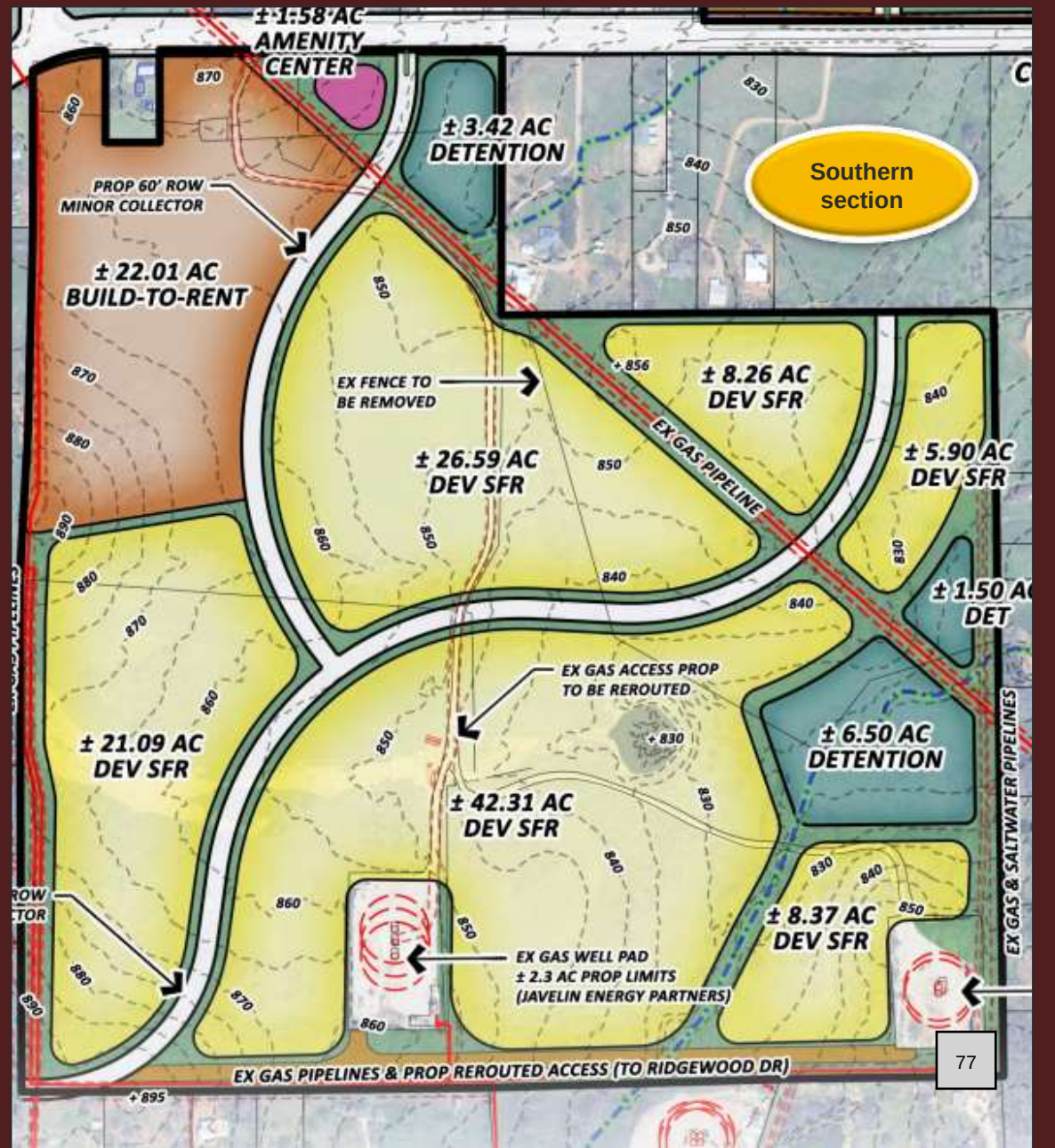
Lot Type	Minimum Lot Frontage	Minimum Lot Size	Planned Percentage	Allowable Percentage Range
40' LOTS	40'	4,000	25.00%	0.0% - 30.00%
50' LOTS	50'	5,400	45.00%	20.00% - 60.00%
60' LOTS	60'	7,000	30.00%	20.00% - No Max

MULTI-FAMILY AND BUILD TO RENT SUMARY

Product Type	Max Stories and Max Units Per Acre	Planned Acreage and Planned Unit Count	Max Units Per Acre	Allowable Acreage
Multifamily	3 Stories 25 Units Per Acre	15.37 Acres 384 Units	25 Units Per Acre	26 Acres
Build to Rent / SFR	2 Stories Max 12 Units Per Acre	22.01 Acres 264 Units	12 Units Per Acre	38 Acres

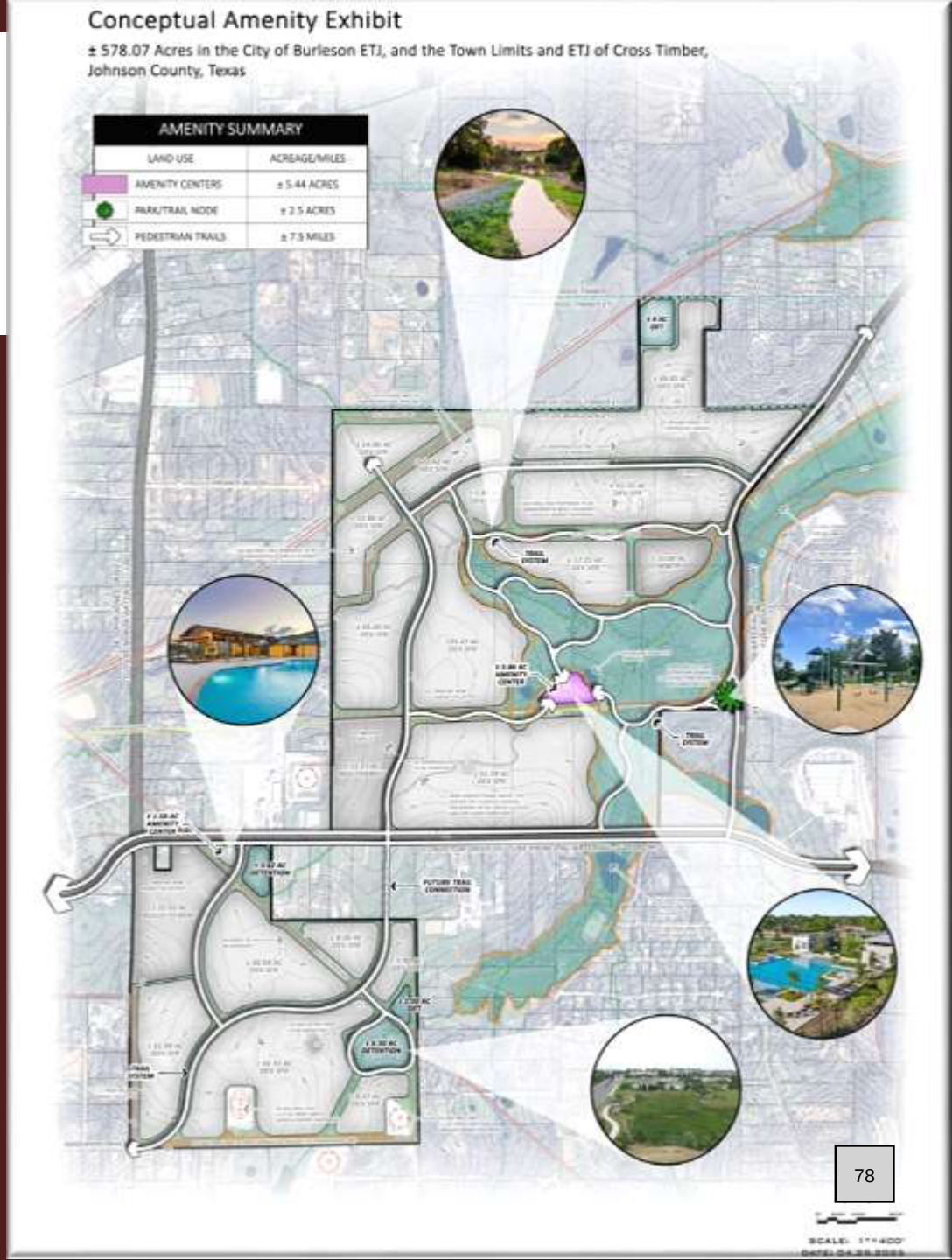
Concept Plan





AMENITIES SUMMARY

AMENITY SUMMARY	
LAND USE	ACREAGE/MILES
AMENITY CENTERS	± 5.44 ACRES
PARK/TRAIL NODE	± 2.5 ACRES
PEDESTRIAN TRAILS	± 7.5 MILES



RECOMMENDATION

- **Staff recommends City Council approve the Petition for Consent to Creation of Johnson County Municipal Utility District (MUD) No. 4 in the City of Burleson's extraterritorial jurisdiction (ETJ).**
- **If approved, the development standards as set forth in the approved Development Agreement shall apply to the MUD.**

PETITION FOR CONSENT TO THE CREATION
OF A MUNICIPAL UTILITY DISTRICT

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF BURLESON, TEXAS:

MV BURLESON LLC, a Texas limited liability company, (herein the "Petitioner"), acting pursuant to the provisions of Chapters 49 and 54, Texas Water Code, respectfully petitions the City Council of the City of Burleson, Texas (the "City"), for its written consent to the creation of a municipal utility district and would show the following:

ARTICLE I.

The name of the proposed District shall be JOHNSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 4 (or the next available numerical designation) (the "District").

ARTICLE II.

The District shall be created and organized under the terms and provisions of Article XVI, Section 59 and Article III, Section 52 of the Texas Constitution and Chapters 49 and 54, Texas Water Code, together with all amendments and additions thereto.

ARTICLE III.

The District shall contain an area of +/- 577.89 acres of land, more or less, situated in Johnson County, Texas. Part of the land proposed to be included within the District is within the extraterritorial jurisdiction of the City and part of the land is located in the unincorporated boundaries of Johnson County. All of the land proposed to be included may properly be included in the District. The land proposed to be included within the District is described in Exhibit A, which is attached hereto and incorporated herein for all purposes (the "Land").

The Petitioner asserts that, by operation of law, approximately 18.851 acres of the Land was released from the Town of Cross Timber's extraterritorial jurisdiction effective July 13, 2025 as evidenced by Instrument No. 2025-20985, recorded in the official public deed records of Johnson County, Texas, and it is not Land located within the extraterritorial jurisdiction of the City.

ARTICLE IV.

The Petitioner owns fee simple title to the Land. The Petitioner hereby represents that it owns a majority in value of the Land which is proposed to be included in the District, as indicated by the certificate of ownership provided by the Johnson County Central Appraisal District.

ARTICLE V.

The Petitioner represents that there are no lienholders on the Land and that there are no residents on the Land.

ARTICLE VI.

The general nature of the work proposed to be done by the District at the present time is the purchase, design, construction, acquisition, maintenance, ownership, operation, repair, improvement and extension of a waterworks and sanitary sewer system for residential and commercial purposes, and the construction, acquisition, improvement, extension, maintenance and operation of works, improvements, facilities, plants, equipment and appliances helpful or necessary to provide more adequate drainage for the District, and to control, abate and amend local storm waters or other harmful excesses of waters, and such other purchase, construction, acquisition, maintenance, ownership, operation, repair, improvement and extension of such additional facilities, including roads, systems, plants, and enterprises as shall be consistent with all of the purposes for which the District is created (the "Project").

ARTICLE VII.

There is a necessity for the improvements above described. The territory to be included in said proposed District is not within the corporate boundaries of any city and will be developed for residential and commercial purposes. There is not available within the area proposed to be included in the District an adequate waterworks system, sanitary sewer system, drainage and storm sewer system, or road facilities, and the health and welfare of the present and future inhabitants of the District and of the areas adjacent thereto require the purchase, construction, acquisition, maintenance, ownership, operation, repair, improvement and extension of an adequate waterworks system, sanitary sewer system, and drainage and storm sewer system, and road facilities.

ARTICLE VIII.

The proposed improvements are feasible and practicable. There is an ample supply of water available, and the terrain of the territory to be included in the proposed District is such that a waterworks system, a sanitary sewer system, and drainage and storm sewer system, and road facilities can be constructed at a reasonable cost.

ARTICLE IX

A preliminary investigation has been made to determine the cost of the proposed District's waterworks system, sanitary sewer system, and drainage and storm sewer system projects, and it is now estimated by the Petitioner, from such information as it has at this time, that such cost will be approximately $98,700,000.

ARTICLE X

A preliminary investigation has been made to determine the cost of the proposed District's road projects, and it is now estimated by the Petitioner, from such information as it has at this time, that such cost will be approximately $44,720,000.

ARTICLE XI

The total cost of the proposed District's projects is estimated by the Petitioner to be approximately $143,420,000.

ARTICLE XII

The undersigned hereby agree and covenant that if the requested consent to the creation of the District is given, the undersigned will adopt and abide by, and will cause the District upon its final creation to adopt and abide by, the conditions set forth in Exhibit B attached hereto and incorporated herein for all purposes.

WHEREFORE, the Petitioner prays that this petition be heard and that the City Council duly pass and approve an ordinance or resolution granting the consent to the creation of the District and authorizing the inclusion of the Land within the District.

[EXECUTION PAGE FOLLOWS]

RESPECTFULLY SUBMITTED this ____ day of _____, 2025.

MV BURLESON LLC,
a Texas limited liability company

By: Maneo Acquisitions, LLC, a Texas limited liability company its manager

By:_____
Name: Britton Church
Title: Manager

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2025, by Britton Church, as Manager of Maneo Acquisitions, LLC, a Texas limited liability company and manager of MV Burleson LLC, a Texas limited liability company, on behalf of said limited liability companies.

_____
Notary Public, State of Texas

(NOTARY SEAL)

[END OF SIGNATURES]

Exhibit A

(attached)

4921

Johnson County MUD No. 4 Tract 1
173.15 Acres

STATE OF TEXAS §

COUNTY OF JOHNSON §

BEING a 173.15 acre tract of land situated in the Garrett Fox Survey, Abstract 273 and the Ebenezer Jewell Survey, Abstract No. 447 in Johnson County, Texas, being a tract of land described in deed to RPO Properties, L.P., recorded in Instrument No. 2022-40569 of the Official Public Records of Johnson County, Texas (O.P.R.J.C.T.), said 173.15 acre tract being more particularly described as follows, with all bearings being based on the Texas Coordinate System of 1983, North Central Zone;

BEGINNING at a 5/8" iron rod found in the south line of F.M. 917 (Conveyor Drive) (80' Right-of-Way), being the northwest corner of a tract of land descried in deed to Jeremy Clark, recorded in Volume 4406, Page 445, of the Deed Records of Johnson County, Texas (D.R.J.C.T.);

THENCE South 00 Degrees 11 Minutes 50 Seconds West, departing the south line of said F.M. 917, along the west line of said Jeremy Clark tract, a distance of 782.04 feet to a fence corner post found at the southwest corner of said Jeremy Clark tract;

THENCE North 89 Degrees 24 Minutes 54 Seconds East, along the south line of said Jeremy Clark tract, generally along a barb wire fence, a distance of 390.98 feet to a 5/8" iron rod found at the southeast corner of said Jeremy Clark tract, same being the southwest corner of a called 3.47 acre tract of land described in deed to East Owl Properties, LLC, recorded in Instrument No. 2022-14441, O.P.R.J.C.T.;

THENCE North 89 Degrees 22 Minutes 01 Seconds East, along the south line of said 3.47 acre tract, generally along a barb wire fence, a distance of 189.81 feet to a 5/8" iron rod found at the southeast corner of said 3.47 acre tract, same being the southwest corner of Lot 1, Block 1 of Gotech Barn Addition, an addition to Johnson County, recorded in Instrument No. 2022-223, O.P.R.J.C.T.;

THENCE North 89 Degrees 36 Minutes 33 Seconds East, along the south line of Lot 1, Block 1 of said Gotech Barn Addition, generally along a barb wire fence, at a distance of 227.29 feet passing a 1/2" iron rod with orange cap found at the southeast corner of said Lot 1, Block 1, continuing for a total distance of 868.93 feet to a fence corner post found at the northwest corner of Lot 1 of Locker Place, an addition to Johnson County, Texas, recorded in Volume 6, Page 37 of the Plat Records of Johnson County, Texas, (P.R.J.C.T.);

THENCE South 00 Degrees 40 Minutes 42 Seconds East, along the west line of said Locker Place Addition, at a distance of 796.15 feet passing a 1/2" iron rod found at the southwest corner of a called 5.00 acre tract of land described in deed to Joan Cochell, recorded in Instrument No. 2012-20971, O.P.R.J.C.T., at a distance of 2,066.72 feet passing a 1/2" iron rod found at the southwest corner of Lot 11 of said Locker Place Addition, same being a tract of land described in deed to Jeffrey Horn and Lisa Marie Horn, recorded in Instrument No. 2011-2988, O.P.R.J.C.T., continuing for a total distance of 2,251.11 feet to a fence corner post found at the northeast corner of Lot 1 of Three Sisters Estates, an addition to Johnson County, Texas, recorded in Volume 11, Page 553, P.R.J.C.T.;

THENCE South 89 Degrees 13 Minutes 48 Seconds West, along the north line of Lot 1 of said Three Sisters Estates, a distance of 647.98 feet to a 1/2" iron rod found at the common corner between Lot 1 and Lot 2 of said Three Sisters Estates;

THENCE South 88 Degrees 15 Minutes 00 Seconds West, continuing along the north line of said Three Sisters Estates, a distance of 858.68 feet to a 1" iron pipe found at the northeast corner of Lot 2 Block 5 of Ridgecrest Estates, an addition to Johnson County, Texas, recorded in Volume 1, Page 31, P.R.J.C.T.;

THENCE South 89 Degrees 17 Minutes 50 Seconds West, along the north line of said Ridgecrest Estates, a distance of 880.85 feet to a 5/8" with plastic cap stamped "QUIDDITY ENG. PROPERTY CORNER" set at the northeast corner between Lot 1R2, Block 5 of Ridgecrest Estates, an addition to Johnson County, Texas, according to the Replat recorded in Volume 10, Page 823, P.R.J.C.T.;

THENCE South 89 Degrees 54 Minutes 00 Seconds West, along the north line of said Lot 1R2, Block 5, of said Ridgecrest Estates, generally along a barb wire fence, at a distance of 259.61 feet passing a 1/2" iron rod with orange cap found at the northeast corner of Lot 1R1 of said Block 5 of Ridgecrest Estates, at a distance of 465.48 feet passing a 1/2" iron rod with orange cap found at the northwest corner of Lot 1R1 of said Block 5 of Ridgecrest Estates, continuing for a total distance of 497.88 feet to a fence corner post found in the west line of Meadow Drive (variable width Right-of-Way) according to the plat of Ridgecrest Estates Section 3, an addition to Johnson County, Texas, recorded in Volume 1, Page 73, P.R.J.C.T.;

THENCE North 00 Degrees 14 Minutes 03 Seconds West, along the east line of said Ridgecrest Estates Section 3, generally along a barb wire fence, at a distance of 30.63 feet passing a 1/2" iron rod found at the southeast corner of Lot 7 of said Ridgecrest Estates Section 3, at a distance of 430.66 feet passing a 1/2" iron rod found at the common corner between Lot 6 and Lot 7, Block 12 of said Ridgecrest Estates Section 3, at a distance of 693.13 feet passing a 1/2" iron rod found between said Lot 6 and Lot 5 of said Ridgecrest Estates Section 3, at a distance of 953.68 feet passing a 1/2" iron rod found at the common corner between said Lot 5 and Lot 4, Block 12 of said Ridgecrest Addition Section 3 and continuing for a total distance of 1,505.28 feet the south line of a called 1.00 acre tract of land described in deed to C. W. Vest and Linda Vest, recorded in Volume 783, Page 134, D.R.J.C.T.;

THENCE North 03 Degrees 11 Minutes 48 Seconds East, along the west line of the aforementioned RPO Properties, L.P. tract, a distance of 433.19 feet to a 5/8" iron rod with plastic cap stamped "QUIDDITY ENG. PROPERTY CORNER" set at the southeast corner of a called 13.32 acre tract of land described in deed to C. W. Vest and Linda Jo Vest, recorded in Volume 553, Page 44, D.R.J.C.T.;

THENCE North 01 Degrees 22 Minutes 49 Seconds East, along the east line of said 13.32 acre Vest tract, generally along a barb wire fence, a distance of 600.21 feet to a 5/8" iron rod with plastic cap

stamped "QUIDDITY ENG. PROPERTY CORNER" set at the southeast corner of a tract of land described in deed to Charles Dickerson and Eugenia Dickerson, recorded in Volume 553, Page 711, D.R.J.C.T.;

THENCE North 00 Degrees 06 Minutes 06 Seconds West, along the east line of said Dickerson tract, generally along a barb wire fence, a distance of 467.43 feet to a 5/8" iron rod with plastic cap stamped "QUIDDITY ENG. PROPERTY CORNER" set in the south Right-of-Way line of the aforementioned F.M. 917, also being the beginning of a non-tangent curve to the right;

THENCE Northeasterly, along the south line of said F.M. 917 and along said non-tangent curve to the right having central angel of 30 Degrees 01 Minutes 08 Seconds, a radius 427.18 feet, an arc distance of 223.81 feet and a chord bearing and distance of North 74 Degrees 43 Minutes 43 Seconds East, 221.26 feet to a 1/2" iron rod found at the northwest corner of a called 1.00 acre tract of land described in deed to Carol Ann Wylie, recorded in Volume 4090, Page 907, D.R.J.C.T.;

THENCE South 00 Degrees 02 Minutes 33 Seconds East, departing the south line of said F.M. 917, along the west line of said Wylie 1.00 acre tract, a distance of 271.63 feet to a 5/8" iron rod found at the southwest corner of said Wylie 1.00 acre tract;

THENCE North 89 Degrees 54 Minutes 21 Seconds East, along the south line of said Wylie 1.00 acre tract, a distance of 159.88 feet to a 5/8" iron rod found at the southeast corner of said Wylie 1.00 acre tract;

THENCE North 00 Degrees 07 Minutes 32 Seconds West, along the east line of said Wylie 1.00 acre tract, a distance of 272.80 feet to a 5/8" iron rod found at the northeast corner of said Wylie 1.00 acre tract and the south line of said F.M. 917;

THENCE North 89 Degrees 56 Minutes 59 Seconds East, along the south line of said F.M. 917, a distance of 1,006.67 feet to the **POINT OF BEGINNING** and containing 173.15 acres of land more or less.

NOTE: "This document was prepared under 22 Texas Administrative Code §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

Quiddity Engineering, LLC
2805 Dallas Parkway, Suite 600
Plano, Texas 75093
(972) 488-3880
Texas Board of Professional Land Surveying
Registration No. 10046100

Acting By/Through Eduardo Martinez
Registered Professional Land Surveyor
No. 5774
Emartinez@quiddity.com

District Boundary Tract 1 Closure Report

Bearing	Distance	Northing	Easting
		6852997.53	2327899.10
S 00°11'50" W	782.04		
		6852215.49	2327896.40
N 89°24'54" E	390.98		
		6852219.48	2328287.37
N 89°22'01" E	189.81		
		6852221.58	2328477.16
N 89°36'33" E	868.93		
		6852227.51	2329346.07
S 00°40'42" E	2251.11		
		6849976.55	2329372.72
S 89°13'48" W	647.98		
		6849967.84	2328724.80
S 88°15'00" W	858.68		
		6849941.62	2327866.52
S 89°17'50" W	880.85		
		6849930.82	2326985.74
N 89°54'00" W	497.88		
		6849931.69	2326487.86
N 00°14'03" W	1505.28		
		6851436.95	2326481.71
N 03°11'48" E	433.19		
		6851869.47	2326505.87
N 01°22'49" E	600.21		
		6852469.50	2326520.33
N 00°06'06" W	467.43		
		6852936.93	2326519.50

Radius: 427.18 Chord: 221.26 Degree: 13°24'45" Dir: Right
Length: 223.81 Delta: 30°01'08" Tangent: 114.54
Chord BRG: N 74°43'43" E Rad-In: S 30°16'51" E Rad-Out: S 00°15'43" E
Radius PntNo: 706 N: 6852568.03 E: 2326734.90

		6852995.21	2326732.94
S 00°02'33" E	271.63		
		6852723.58	2326733.15
N 89°54'21" E	159.88		
		6852723.84	2326893.03
N 00°07'32" W	272.80		
		6852996.64	2326892.43
N 89°56'59" E	1006.67		
		6852997.53	2327899.10

Closure Error Distance> 0.0000 Total Distance Inversed> 12309.16 Area: 173.15 ACRES, 7542464 SQ FT

Johnson County MUD No. 4 Tract 2
404.74 Acres

STATE OF TEXAS §

COUNTY OF JOHNSON §

BEING a 404.74 acre tract of land situated in the E. Jewell Survey, Abstract 447, the G. Fox Survey, Abstract No. 273, the M. J. Moore Survey, Abstract No. 605, the G. R. Collins Survey, Abstract No. 157 and the E. B. Ray Survey, Abstract No. 717 in Johnson County, Texas, being a portion of a called 314.3351 acre tract of land described in deed to Phelps Real Estate III, LLC, recorded in Instrument No. 2022-23190 of the Official Public Records of Johnson County, Texas (O.P.R.J.C.T.), and a portion of a called 117.022 acre tract of land described in deed to Phelps Real Estate III, LLC, recorded in Instrument No. 2022-37251, O.P.R.J.C.T., said 404.74 acre tract being more particularly described as follows, with all bearings being based on the Texas Coordinate System of 1983, North Central Zone;

BEGINNING at a 3/8" iron rod found in the north line of F.M. 917 (Conveyor Drive) (80' Right-of-Way), as recorded in Volume 367, Page 594, of the Deed Records of Johnson County, Texas (D.R.J.C.T.), being the southeast corner of said 314.3351 acre tract and the southwest corner of a tract of land descried in deed to Winnett Road, LLC, recorded in Instrument No. 2023-12285, O.P.R.J.C.T.;

THENCE along the north line of said F.M. 917 and the south line of said 314.3351 acre tract, the following courses:

South 88 Degrees 41 Minutes 22 Seconds West, a distance of 1,298.11 feet to a mag nail with washer (KHA) found;

South 89 Degrees 51 Minutes 36 Seconds West, a distance of 181.03 feet to a 5 /8" capped iron rod (KHA) found;

South 89 Degrees 47 Minutes 23 Seconds West, a distance of 167.97 feet to a 5 /8" capped iron rod (KHA) found;

South 89 Degrees 59 Minutes 49 Seconds West, a distance of 1,629.30 feet to a 5/8" iron rod with plastic cap stamped "QUIDDITY ENG. PROPERTY CORNER" set at the southeast corner of a 20' wide roadway easement described in deed to Cliff Witherspoon and Linda Witherspoon, recorded in Volume 1721, Page 111, D.R.J.C.T., also being the southeast corner of a called 1.313 acre tract of land described in deed to Richard B. Strain and Keli L. Teich, recorded in Instruments No. 2015-17078, O.P.R.J.C.T., from said point a 5/8" capped iron rod (KHA) found bears South 73 Degrees 52 Minutes 02 Seconds West, a distance of 4.22 feet;

THENCE departing the north line of said F.M. 917, along the east line of said 20' wide roadway easement and said 1.313 acre tract, the following courses:

North 00 Degrees 27 Minutes 57 Seconds East, a distance of 1,018.52 feet to a 5/8" iron rod with plastic cap stamped "QUIDDITY ENG. PROPERTY CORNER" set;

North 00 Degrees 13 Minutes 52 Seconds East, a distance of 155.61 feet to a 5/8" iron rod with plastic cap stamped "QUIDDITY ENG. PROPERTY CORNER" set at the northeast corner of the Witherspoon tract, same being the southeast corner of a tract of land described in deed to Angelbirth and Ana Ougin, recorded in Instrument No. 2022-815, O.P.R.J.C.T.;

THENCE North 00 Degrees 21 Minutes 20 Seconds West, along the east line of said Oguin tract, a distance of 596.88 feet to a 3/8" iron rod found at the northeast corner of said Oguin tract and the most easterly southeast of Tract #1, a called 36.40 acre tract of land described in deed to Stride Rite, LLC, recorded in Instrument No. 2022-24930, O.P.R.J.C.T.;

THENCE North 00 Degrees 08 Minutes 55 Seconds West, along the east line of said Stride Rite, LLC tract, a distance of 351.53 feet to a 5/8" iron rod with plastic cap stamped "QUIDDITY ENG. PROPERTY CORNER" set in the east line of said 36.40 acre tract;

THENCE North 00 Degrees 13 Minutes 36 Seconds East, along the east line of said 36.40 acre tract, at a distance of 92.71 feet passing a 1/2" iron rod found, at a distance of 385.82 feet passing a 1/ 2" iron rod found at the northeast corner of said 36.40 acre tract, and continuing for a total distance of 532.98 feet to a 5/8" iron rod with plastic cap stamped "QUIDDITY ENG. PROPERTY CORNER" set in the east line of a tract of land described in deed to Thomas W. Gray and Laura Luise Gray, recorded in Volume 593, Page 329, D.R.J.C.T.;

THENCE North 00 Degrees 48 Minutes 48 Seconds East, along the east line of said Gray tract, a distance of 64.09 feet to a 5/8" iron rod found at the northeast corner of said Gray tract and the southeast corner of Lot 2, Block 1 of the Minor Plat of Lots 1 and 2, Block 1 of Seekins Addition, an addition to Johnson County, recorded in Instrument No. 2021-243, O.P.R.J.C.T.;

THENCE North 00 Degrees 15 Minutes 58 Seconds East, along the east line of said Seekins Addition, a distance of 434.57 feet to a 8" wood fence corner post found at the northeast corner of Lot 2, Block 1 of said Seekins Addition and the southeast corner of Lot 12, Block 1 of the Final Plat of Lots 1-23, Block 1 of Sherwood Oaks Estates, an addition to the City of Burleson, Johnson County, Texas, recorded in Instrument No. 2023-109, O.P.R.J.C.T.;

THENCE North 00 Degrees 13 Minutes 46 Seconds East, along the east line of said Sherwood Oaks Estates, a distance of 655.69 feet to a 5/8" iron rod found at the northeast corner of Lot 11, Block 1 of said Sherwood Oaks Estates and the southeast corner of the remainder of a tract of land described in deed to James Clifton Thiebaud and Kristen L. Thiebaud, recorded in Instrument No. 2013-1990, O.P.R.J.C.T.;

THENCE North 00 Degrees 06 Minutes 31 Seconds East, along the east line of said Thiebaud tract, a distance of 453.03 feet to a point from which 5/8" iron rod found at the northeast corner of said Thiebaud tract bears North 00 Degrees 10 Minutes 17 Seconds East, a distance of 0.30 feet;

THENCE along the north line of said 314.3351 acre tract, the following courses:

South 89 Degrees 49 Minutes 13 Seconds East, along the south line of a tract of land described in deed to Scott P. Campbell and Andrea D. Campbell, recorded in Volume 3619, Page 848, D.R.J.C.T., and a tract of land described in deed to Roger Ball, recorded in Volume 4267, Page 656, D.R.J.C.T., at a distance of 1093.19 feet passing the southeast corner of said Ball tract, and the southwest corner of a tract of land described in deed to MET Group, LLC, recorded in Instrument No. 2023-10103, O.P.R.J.C.T., continuing for a total distance of 1,516.43 feet to a 5/8" iron rod with plastic cap stamped "QUIDDITY ENG. PROPERTY CORNER" set;

South 89 Degrees 37 Minutes 19 Seconds East, along the south line of said MET Group tract, a distance of 245.19 feet to a 5/8" iron rod found at the most westerly northwest corner of said 117.022 acre tract and the southwest corner of Tract Four, described in deed to Jena L. Tarver, recorded in Instrument No. 2014-19196, O.P.R.J.C.T.;

THENCE North 89 Degrees 04 Minutes 04 Seconds East, along the north line of said 117.022 acre tract and the south line of said Tract Four, a distance of 1,309.32 feet to a 5/8" iron rod with plastic cap stamped "QUIDDITY ENG. PROPERTY CORNER" set at the southeast corner of said Tract Four, from which a 1/2" iron rod found bears North 89 Degrees 02 Minutes 24 Seconds East, 152.14 feet;

THENCE North 00 Degrees 37 Minutes 42 Seconds West, along the west line of said 117.022 acre tract and the east line of said Tract Four and the east line of Tract Three, described in the Jena L. Tarver deed, a distance of 1,147.52 feet to a point;

THENCE North 89 degrees 55 Minutes 23 Seconds East, over and across said 117.022 acre tract, 829.25 feet to a point in the east line of said 117.022 acre tract and the west line of South Oaks subdivision, an addition to Johnson County, recorded in Volume 4, Page 30, D.R.J.C.T.;

THENCE South 00 Degrees 27 Minutes 53 Seconds West, along the east line of said 117.022 acre tract and the west line of said South Oaks subdivision, a distance of 359.73 feet to a 3/8" iron rod found in the north line of Lot 1, Block 1 of Bassham Addition, an addition to the Town of Cross Timber, Johnson County, Texas, recorded in Instrument No. 2022-78, O.P.R.J.C.T., from which a 3 /8" iron rod found bears South 00 Degrees 28 Minutes 12 Seconds West, 1.95 feet;

THENCE North 88 Degrees 58 Minutes 37 Seconds West, along the north line of said Lot 1, Block 1 of Bassham Addition, a distance of 138.20 feet to a 5/8" capped iron rod found at the northwest corner of said Lot 1, Block 1 of Bassham Addition;

THENCE South 81 Degrees 29 Minutes 34 Seconds West, a distance of 17.37 feet to a 5/8" capped iron rod found in the east line of said 117.022 acre tract;

THENCE South 00 Degrees 03 Minutes 57 Seconds East, along the east line of said 117.022 acre tract, a distance of 788.04 feet to a 1" steel pipe found for a re-entrant corner of said 117.022 acre tract;

THENCE North 88 Degrees 20 Minutes 24 Seconds East, along the north line of said 117.022 acre tract, a distance of 197.91 feet to a 1/2" capped iron rod found in the south line of said Lot 1, Block 1 of Bassham Addition, from which a 5/8" iron rod found bears North 88 Degrees 29 Minutes 26 Seconds East, 1,006.05 feet;

THENCE North 89 Degrees 50 Minutes 35 Seconds East, along the south line of said Lot 1, Block 1 of Bassham Addition, a distance of 982.02 feet to a point in County Road 805 (Bethesda Road), in the north line of a tract of land described in deed to Richard A. Eason and Violet D. Eason, recorded in Volume 905, Page 264, D.R.J.C.T., from which a mag nail with washer found at the southeast corner of said Bassham Addition, bears North 89 Degrees 50 Minutes 35 Seconds East, 6.20 feet;

THENCE along the approximate center of said County Road 805 (no right-of-way dedication found), the following courses:

South 40 Degrees 23 Minutes 36 Seconds West, along the northerly line of said Eason tract, a distance of 259.49 feet to a 5/8" iron rod found at the northwest corner of said Eason tract and the northeast corner of a tract of land described in deed to Shawn A. Becker and Julie E. Becker, recorded in Instrument No. 2016-22121, O.P.R.J.C.T.;

South 40 Degrees 35 Minutes 51 Seconds West, along the northerly line of said Becker tract, a distance of 160.67 feet to a point in the east line of said 117.022 acre tract;

South 41 Degrees 24 Minutes 43 Seconds West, along the easterly line of said 117.022 acre tract, a distance of 297.87 feet;

South 39 Degrees 32 Minutes 43 Seconds West, along the easterly line of said 117.022 acre tract, a distance of 337.08 feet to a point in the northerly line of a tract of land described in deed to Luis Jose Lopez and Dannia Isabel Angarita, recorded in Instrument No. 2023-5032, O.P.R.J.C.T.;

South 41 Degrees 30 Minutes 16 Seconds West, along the northerly line of said Lopez and Angarita tract, a distance of 149.60 feet to a 1/2" iron rod found;

South 20 Degrees 21 Minutes 02 Seconds West, along the northerly line of said Lopez and Angarita tract, a distance of 50.05 feet to a point in the easterly line of said 117.022 acre tract;

South 26 Degrees 02 Minutes 43 Seconds West, along the easterly line of said 117.022 acre tract, a distance of 65.13 feet;

South 17 Degrees 21 Minutes 40 Seconds West, along the easterly line of said 117.022 acre tract, a distance of 126.98 to a point in the northerly line of said Lopez and Angarita tract;

South 20 Degrees 18 Minutes 10 Seconds West, along the northerly line of said Lopez and Angarita tract, a distance of 58.66 feet to a 1/2" iron rod found, from which a disturbed 1/2" iron rod found bears North 10 Degrees 22 Minutes 38 Seconds East, a distance of 12.38 feet and a bent 5/8" iron rod found bears North 39 Degrees 09 Minutes 48 Seconds East, a distance of 4.92 feet;

South 01 Degrees 49 Minutes 22 Seconds West, along the northwesterly line of said Lopez and Angarita tract, a distance of 83.30 feet to a 1/2" iron rod found at the most westerly corner of said Lopez and Angarita tract, from which a disturbed 1/2" iron rod found bears North 40 Degrees 59 Minutes 30 Seconds East, a distance of 4.94 feet;

THENCE along the approximate center of said County Road 805 and the west line of a tract of land described in deed to Betty A. Foster, recorded in Instrument No. 2020-21539, O.P.T.J.C.T., the following courses:

South 06 Degrees 43 Minutes 35 Seconds East, a distance of 110.13 feet;

South 12 Degrees 28 Minutes 01 Seconds East, a distance of 210.55 feet;

South 10 Degrees 32 Minutes 11 Seconds East, a distance of 71.04 feet;

South 06 Degrees 17 Minutes 47 Seconds East, a distance of 37.95 feet;

South 04 Degrees 50 Minutes 19 Seconds East, a distance of 47.91 feet;

South 02 Degrees 30 Minutes 59 Seconds East, a distance of 49.33 feet;

THENCE South 00 Degrees 04 Minutes 17 Seconds East, along the east line of the aforesaid 314.3351 acre tract, a distance of 1,226.51 feet to a mag nail found in said County Road 805, being the northeast corner of the aforesaid Winnett Road, LLC tract, recorded in Instrument No. 2023-12285, O.P.R.J.C.T.;

THENCE South 88 Degrees 58 Minutes 11 Seconds West, departing said County Road 805, along the north line of said Winnett Road, LLC tract, a distance of 822.35 feet to a leaning 1" steel pipe found at the northwest corner of said Winnett Road, LLC tract;

THENCE South 00 Degrees 48 Minutes 56 Seconds West, along the west line of said Winnett Road, LLC tract, a distance of 1,213.21 feet to the **POINT OF BEGINNING** and containing 404.74 acres of land more or less.

NOTE: "This document was prepared under 22 Texas Administrative Code §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

Quiddity Engineering, LLC
2805 Dallas Parkway, Suite 600
Plano, Texas 75093
(972) 488-3880
Texas Board of Professional Engineers and Land Surveyors
Engineer Registration No. F-23290
Survey Registration No. 10046100

Acting By/Through Eduardo Martinez
Registered Professional Land Surveyor
No. 5774
Emartinez@quiddity.com

District Boundary Tract 2 Closure Report

Bearing	Distance	Northing	Easting
		6853110.78	2331774.98
S 88°41'22" W	1298.11		
		6853081.09	2330477.21
S 89°51'36" W	181.03		
		6853080.65	2330296.18
S 89°47'23" W	167.97		
		6853080.03	2330128.21
S 89°59'49" W	1629.30		
		6853079.94	2328498.90
N 00°27'57" E	1018.52		
		6854098.43	2328507.18
N 00°13'52" E	155.61		
		6854254.04	2328507.81
N 00°21'20" W	596.88		
		6854850.90	2328504.11
N 00°08'55" W	351.53		
		6855202.44	2328503.20
N 00°13'36" E	532.98		
		6855735.41	2328505.31
N 00°48'48" E	64.09		
		6855799.50	2328506.22
N 00°15'58" E	434.57		
		6856234.07	2328508.24
N 00°13'46" E	655.69		
		6856889.75	2328510.86
N 00°06'31" E	453.03		
		6857342.78	2328511.72
S 89°49'13" E	1516.43		
		6857338.02	2330028.14
S 89°37'19" E	245.19		
		6857336.40	2330273.32
N 89°04'04" E	1309.32		
		6857357.71	2331582.47
N 00°37'42" W	1147.52		
		6858505.15	2331569.89
S 89°55'23" E	829.25		
		6858504.04	2332399.14
S 00°27'53" W	359.73		

6858144.32 2332396.22

N 88°58'37" W 138.20

6858146.79 2332258.04

S 81°29'34" W 17.37

6858144.22 2332240.87

S 00°03'57" E 788.04

6857356.18 2332241.77

N 88°20'24" E 197.91

6857361.91 2332439.60

N 89°50'35" E 982.02

6857364.60 2333421.62

S 40°23'36" W 259.49

6857166.98 2333253.46

S 40°35'51" W 160.67

6857044.98 2333148.91

S 41°24'43" W 297.87

6856821.58 2332951.87

S 39°32'43" W 337.08

6856561.65 2332737.26

S 41°30'16" W 149.60

6856449.62 2332638.12

S 20°21'02" W 50.05

6856402.69 2332620.72

S 26°02'43" W 65.13

6856344.18 2332592.12

S 17°21'40" W 126.98

6856222.98 2332554.23

S 20°18'10" W 58.66

6856167.96 2332533.88

S 01°49'22" W 83.30

6856084.71 2332531.23

S 06°43'35" E 110.13

6855975.33 2332544.13

S 12°28'01" E 210.55

6855769.75 2332589.58

S 10°32'11" E 71.04

6855699.91 2332602.57

S 06°17'47" E 37.95

6855662.19 2332606.73

S 04°50'19" E 47.91

6855614.45 2332610.77

S 02°30'59" E 49.33

6855565.16 2332612.94

Johnson County MUD No. 4 Tract 2
404.74 Acres

S 00°04'17" E 1226.51

6854338.66 2332614.46

S 88°58'11" W 822.35

6854323.87 2331792.25

S 00°48'56" W 1213.21

6853110.78 2331774.98

Closure Error Distance> 0.0000
Total Distance Inversed> 20448.10
Area: 404.740 ACRES, 17630474 SQ FT

Exhibit B

(a) The District may issue bonds for any purpose authorized by law. Such bonds will expressly provide that the District reserves the right to redeem the bonds on any interest-payment date no later than subsequent to the fifteenth (15th) anniversary of the date of issuance without premium and (with the exception of refunding bonds) will be sold only after the taking of public bids therefor, and none of such bonds, other than refunding bonds, will be sold for less than 95% of par; provided, that the net effective interest rate on bonds so sold, taking into account any discount or premium as well as the interest rate borne by such bonds, will not exceed two percent (2%) above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one-month period preceding the date notice of the sale of such bonds is given, and that bids for the bonds will be received not more than forty-five (45) days after notice of sale of the bonds is given.

(b) The District may not annex land in the City of Burleson's corporate limits or extraterritorial jurisdiction without the City of Burleson's consent.

(c) The construction of the District's wastewater, drainage and detention, and road facilities shall be in accordance with plans and specifications which have been approved by the City.

(d) The City shall have the right, but not the obligation, to inspect all wastewater, drainage and detention, and road facilities being constructed by the District.

RESOLUTION NO. _____-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, CONSENTING TO THE CREATION OF A MUNICIPAL UTILITY DISTRICT AND INCLUSION OF LAND

WHEREAS, THE CITY OF BURLESON, TEXAS (the "City"), has received a request for its consent to the creation of a municipal utility district and inclusion of approximately +/- 577.89 acres of real property, being more particularly described by metes and bounds in Exhibit "A" attached hereto (the "Land"), into the boundaries of a proposed municipal utility district (the "District");

WHEREAS, the District will be created and organized pursuant to Article XVI, Section 59 and Article III, Section 52 of the Texas Constitution, and Chapter 49 and Chapter 54, Texas Water Code, as amended;

WHEREAS, pursuant to Texas Water Code, Section 54.016 and Texas Local Government Code, Section 42.042, land within the extraterritorial jurisdiction of a city may not be included within a district without the written consent of such city;

WHEREAS, some of the Land is located within the extraterritorial jurisdiction of the City; and

WHEREAS, a Notice of Petition For Release of An Area from the Town of Cross Timber's extraterritorial jurisdiction was recorded on July 21, 2025, Instrument No. 2025-20985, in the official public deed records of Johnson County, Texas, which included 18.851 acres of the Land, and the landowner asserts that, by operation of law, the 18.851 acres of Land has been released from the Town of Cross Timber's extraterritorial jurisdiction effective July 13, 2025 and it is not Land located within the extraterritorial jurisdiction of the City; and

WHEREAS, the City Council desires to grant its written consent to the creation of the District and inclusion of the Land within the District.

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

Section 1. All of the matters and facts set out in the recitals hereof are true and correct and are adopted as findings of the City Council.

Section 2. The City Council hereby consents to the creation of the District and the inclusion of the Land within the District. The District is authorized to exercise all

powers granted to a municipal utility district, or which may be hereafter granted, under the Constitution and laws of the State of Texas.

Section 3. This Resolution shall be in force and effect from and after its passage on the date shown below.

Section 4. It is hereby officially found and determined that this meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by the Open Meetings Act, Chapter 551, Texas Government Code.

PASSED AND APPROVED on this the _____ day of August, 2025 at a meeting of the City Council of Burleson, Texas; there being a quorum present.

THE CITY OF BURLESON, TEXAS

_____
By: Chris Fletcher
Title: Mayor

ATTEST:

_____
Amanda Campos, TRMC, CMC, City Secretary

STATE OF TEXAS §
§
COUNTY OF JOHNSON §

This instrument was acknowledged before me this _____ day of August, 2025, by Chris Fletcher, Mayor of the City of Burleson, Texas, on behalf of said City.

_____
Notary Public, State of Texas

(NOTARY SEAL)

Exhibit "A"

Johnson County MUD No. 4 Tract 1
173.15 Acres

STATE OF TEXAS §

COUNTY OF JOHNSON §

BEING a 173.15 acre tract of land situated in the Garrett Fox Survey, Abstract 273 and the Ebenezer Jewell Survey, Abstract No. 447 in Johnson County, Texas, being a tract of land described in deed to RPO Properties, L.P., recorded in Instrument No. 2022-40569 of the Official Public Records of Johnson County, Texas (O.P.R.J.C.T.), said 173.15 acre tract being more particularly described as follows, with all bearings being based on the Texas Coordinate System of 1983, North Central Zone;

BEGINNING at a 5/8" iron rod found in the south line of F.M. 917 (Conveyor Drive) (80' Right-of-Way), being the northwest corner of a tract of land descried in deed to Jeremy Clark, recorded in Volume 4406, Page 445, of the Deed Records of Johnson County, Texas (D.R.J.C.T.);

THENCE South 00 Degrees 11 Minutes 50 Seconds West, departing the south line of said F.M. 917, along the west line of said Jeremy Clark tract, a distance of 782.04 feet to a fence corner post found at the southwest corner of said Jeremy Clark tract;

THENCE North 89 Degrees 24 Minutes 54 Seconds East, along the south line of said Jeremy Clark tract, generally along a barb wire fence, a distance of 390.98 feet to a 5/8" iron rod found at the southeast corner of said Jeremy Clark tract, same being the southwest corner of a called 3.47 acre tract of land described in deed to East Owl Properties, LLC, recorded in Instrument No. 2022-14441, O.P.R.J.C.T.;

THENCE North 89 Degrees 22 Minutes 01 Seconds East, along the south line of said 3.47 acre tract, generally along a barb wire fence, a distance of 189.81 feet to a 5/8" iron rod found at the southeast corner of said 3.47 acre tract, same being the southwest corner of Lot 1, Block 1 of Gotech Barn Addition, an addition to Johnson County, recorded in Instrument No. 2022-223, O.P.R.J.C.T.;

THENCE North 89 Degrees 36 Minutes 33 Seconds East, along the south line of Lot 1, Block 1 of said Gotech Barn Addition, generally along a barb wire fence, at a distance of 227.29 feet passing a 1/2" iron rod with orange cap found at the southeast corner of said Lot 1, Block 1, continuing for a total distance of 868.93 feet to a fence corner post found at the northwest corner of Lot 1 of Locker Place, an addition to Johnson County, Texas, recorded in Volume 6, Page 37 of the Plat Records of Johnson County, Texas, (P.R.J.C.T.);

THENCE South 00 Degrees 40 Minutes 42 Seconds East, along the west line of said Locker Place Addition, at a distance of 796.15 feet passing a 1/2" iron rod found at the southwest corner of a called 5.00 acre tract of land described in deed to Joan Cochell, recorded in Instrument No. 2012-20971, O.P.R.J.C.T., at a distance of 2,066.72 feet passing a 1/2" iron rod found at the southwest corner of Lot 11 of said Locker Place Addition, same being a tract of land described in deed to Jeffrey Horn and Lisa Marie Horn, recorded in Instrument No. 2011-2988, O.P.R.J.C.T., continuing for a total distance of 2,251.11 feet to a fence corner post found at the northeast corner of Lot 1 of Three Sisters Estates, an addition to Johnson County, Texas, recorded in Volume 11, Page 553, P.R.J.C.T.;

THENCE South 89 Degrees 13 Minutes 48 Seconds West, along the north line of Lot 1 of said Three Sisters Estates, a distance of 647.98 feet to a 1/2" iron rod found at the common corner between Lot 1 and Lot 2 of said Three Sisters Estates;

THENCE South 88 Degrees 15 Minutes 00 Seconds West, continuing along the north line of said Three Sisters Estates, a distance of 858.68 feet to a 1" iron pipe found at the northeast corner of Lot 2 Block 5 of Ridgecrest Estates, an addition to Johnson County, Texas, recorded in Volume 1, Page 31, P.R.J.C.T.;

THENCE South 89 Degrees 17 Minutes 50 Seconds West, along the north line of said Ridgecrest Estates, a distance of 880.85 feet to a 5/8" with plastic cap stamped "QUIDDITY ENG. PROPERTY CORNER" set at the northeast corner between Lot 1R2, Block 5 of Ridgecrest Estates, an addition to Johnson County, Texas, according to the Replat recorded in Volume 10, Page 823, P.R.J.C.T.;

THENCE South 89 Degrees 54 Minutes 00 Seconds West, along the north line of said Lot 1R2, Block 5, of said Ridgecrest Estates, generally along a barb wire fence, at a distance of 259.61 feet passing a 1/2" iron rod with orange cap found at the northeast corner of Lot 1R1 of said Block 5 of Ridgecrest Estates, at a distance of 465.48 feet passing a 1/2" iron rod with orange cap found at the northwest corner of Lot 1R1 of said Block 5 of Ridgecrest Estates, continuing for a total distance of 497.88 feet to a fence corner post found in the west line of Meadow Drive (variable width Right-of-Way) according to the plat of Ridgecrest Estates Section 3, an addition to Johnson County, Texas, recorded in Volume 1, Page 73, P.R.J.C.T.;

THENCE North 00 Degrees 14 Minutes 03 Seconds West, along the east line of said Ridgecrest Estates Section 3, generally along a barb wire fence, at a distance of 30.63 feet passing a 1/2" iron rod found at the southeast corner of Lot 7 of said Ridgecrest Estates Section 3, at a distance of 430.66 feet passing a 1/2" iron rod found at the common corner between Lot 6 and Lot 7, Block 12 of said Ridgecrest Estates Section 3, at a distance of 693.13 feet passing a 1/2" iron rod found between said Lot 6 and Lot 5 of said Ridgecrest Estates Section 3, at a distance of 953.68 feet passing a 1/2" iron rod found at the common corner between said Lot 5 and Lot 4, Block 12 of said Ridgecrest Addition Section 3 and continuing for a total distance of 1,505.28 feet the south line of a called 1.00 acre tract of land described in deed to C. W. Vest and Linda Vest, recorded in Volume 783, Page 134, D.R.J.C.T.;

THENCE North 03 Degrees 11 Minutes 48 Seconds East, along the west line of the aforementioned RPO Properties, L.P. tract, a distance of 433.19 feet to a 5/8" iron rod with plastic cap stamped "QUIDDITY ENG. PROPERTY CORNER" set at the southeast corner of a called 13.32 acre tract of land described in deed to C. W. Vest and Linda Jo Vest, recorded in Volume 553, Page 44, D.R.J.C.T.;

THENCE North 01 Degrees 22 Minutes 49 Seconds East, along the east line of said 13.32 acre Vest tract, generally along a barb wire fence, a distance of 600.21 feet to a 5/8" iron rod with plastic cap

stamped "QUIDDITY ENG. PROPERTY CORNER" set at the southeast corner of a tract of land described in deed to Charles Dickerson and Eugenia Dickerson, recorded in Volume 553, Page 711, D.R.J.C.T.;

THENCE North 00 Degrees 06 Minutes 06 Seconds West, along the east line of said Dickerson tract, generally along a barb wire fence, a distance of 467.43 feet to a 5/8" iron rod with plastic cap stamped "QUIDDITY ENG. PROPERTY CORNER" set in the south Right-of-Way line of the aforementioned F.M. 917, also being the beginning of a non-tangent curve to the right;

THENCE Northeasterly, along the south line of said F.M. 917 and along said non-tangent curve to the right having central angel of 30 Degrees 01 Minutes 08 Seconds, a radius 427.18 feet, an arc distance of 223.81 feet and a chord bearing and distance of North 74 Degrees 43 Minutes 43 Seconds East, 221.26 feet to a 1/2" iron rod found at the northwest corner of a called 1.00 acre tract of land described in deed to Carol Ann Wylie, recorded in Volume 4090, Page 907, D.R.J.C.T.;

THENCE South 00 Degrees 02 Minutes 33 Seconds East, departing the south line of said F.M. 917, along the west line of said Wylie 1.00 acre tract, a distance of 271.63 feet to a 5/8" iron rod found at the southwest corner of said Wylie 1.00 acre tract;

THENCE North 89 Degrees 54 Minutes 21 Seconds East, along the south line of said Wylie 1.00 acre tract, a distance of 159.88 feet to a 5/8" iron rod found at the southeast corner of said Wylie 1.00 acre tract;

THENCE North 00 Degrees 07 Minutes 32 Seconds West, along the east line of said Wylie 1.00 acre tract, a distance of 272.80 feet to a 5/8" iron rod found at the northeast corner of said Wylie 1.00 acre tract and the south line of said F.M. 917;

THENCE North 89 Degrees 56 Minutes 59 Seconds East, along the south line of said F.M. 917, a distance of 1,006.67 feet to the **POINT OF BEGINNING** and containing 173.15 acres of land more or less.

NOTE: "This document was prepared under 22 Texas Administrative Code §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

Quiddity Engineering, LLC
2805 Dallas Parkway, Suite 600
Plano, Texas 75093
(972) 488-3880
Texas Board of Professional Land Surveying
Registration No. 10046100

Acting By/Through Eduardo Martinez
Registered Professional Land Surveyor
No. 5774
Emartinez@quiddity.com

District Boundary Tract 1 Closure Report

Bearing	Distance	Northing	Easting
		6852997.53	2327899.10
S 00°11'50" W	782.04		
		6852215.49	2327896.40
N 89°24'54" E	390.98		
		6852219.48	2328287.37
N 89°22'01" E	189.81		
		6852221.58	2328477.16
N 89°36'33" E	868.93		
		6852227.51	2329346.07
S 00°40'42" E	2251.11		
		6849976.55	2329372.72
S 89°13'48" W	647.98		
		6849967.84	2328724.80
S 88°15'00" W	858.68		
		6849941.62	2327866.52
S 89°17'50" W	880.85		
		6849930.82	2326985.74
N 89°54'00" W	497.88		
		6849931.69	2326487.86
N 00°14'03" W	1505.28		
		6851436.95	2326481.71
N 03°11'48" E	433.19		
		6851869.47	2326505.87
N 01°22'49" E	600.21		
		6852469.50	2326520.33
N 00°06'06" W	467.43		
		6852936.93	2326519.50

Radius: 427.18 Chord: 221.26 Degree: 13°24'45" Dir: Right
Length: 223.81 Delta: 30°01'08" Tangent: 114.54
Chord BRG: N 74°43'43" E Rad-In: S 30°16'51" E Rad-Out: S 00°15'43" E
Radius PntNo: 706 N: 6852568.03 E: 2326734.90

		6852995.21	2326732.94
S 00°02'33" E	271.63		
		6852723.58	2326733.15
N 89°54'21" E	159.88		
		6852723.84	2326893.03
N 00°07'32" W	272.80		
		6852996.64	2326892.43
N 89°56'59" E	1006.67		
		6852997.53	2327899.10

Closure Error Distance> 0.0000 Total Distance Inversed> 12309.16 Area: 173.15 ACRES, 7542464 SQ FT

Johnson County MUD No. 4 Tract 2
404.74 Acres

STATE OF TEXAS §

COUNTY OF JOHNSON §

BEING a 404.74 acre tract of land situated in the E. Jewell Survey, Abstract 447, the G. Fox Survey, Abstract No. 273, the M. J. Moore Survey, Abstract No. 605, the G. R. Collins Survey, Abstract No. 157 and the E. B. Ray Survey, Abstract No. 717 in Johnson County, Texas, being a portion of a called 314.3351 acre tract of land described in deed to Phelps Real Estate III, LLC, recorded in Instrument No. 2022-23190 of the Official Public Records of Johnson County, Texas (O.P.R.J.C.T.), and a portion of a called 117.022 acre tract of land described in deed to Phelps Real Estate III, LLC, recorded in Instrument No. 2022-37251, O.P.R.J.C.T., said 404.74 acre tract being more particularly described as follows, with all bearings being based on the Texas Coordinate System of 1983, North Central Zone;

BEGINNING at a 3/8" iron rod found in the north line of F.M. 917 (Conveyor Drive) (80' Right-of-Way), as recorded in Volume 367, Page 594, of the Deed Records of Johnson County, Texas (D.R.J.C.T.), being the southeast corner of said 314.3351 acre tract and the southwest corner of a tract of land descried in deed to Winnett Road, LLC, recorded in Instrument No. 2023-12285, O.P.R.J.C.T.;

THENCE along the north line of said F.M. 917 and the south line of said 314.3351 acre tract, the following courses:

South 88 Degrees 41 Minutes 22 Seconds West, a distance of 1,298.11 feet to a mag nail with washer (KHA) found;

South 89 Degrees 51 Minutes 36 Seconds West, a distance of 181.03 feet to a 5 /8" capped iron rod (KHA) found;

South 89 Degrees 47 Minutes 23 Seconds West, a distance of 167.97 feet to a 5 /8" capped iron rod (KHA) found;

South 89 Degrees 59 Minutes 49 Seconds West, a distance of 1,629.30 feet to a 5/8" iron rod with plastic cap stamped "QUIDDITY ENG. PROPERTY CORNER" set at the southeast corner of a 20' wide roadway easement described in deed to Cliff Witherspoon and Linda Witherspoon, recorded in Volume 1721, Page 111, D.R.J.C.T., also being the southeast corner of a called 1.313 acre tract of land described in deed to Richard B. Strain and Keli L. Teich, recorded in Instruments No. 2015-17078, O.P.R.J.C.T., from said point a 5/8" capped iron rod (KHA) found bears South 73 Degrees 52 Minutes 02 Seconds West, a distance of 4.22 feet;

THENCE departing the north line of said F.M. 917, along the east line of said 20' wide roadway easement and said 1.313 acre tract, the following courses:

North 00 Degrees 27 Minutes 57 Seconds East, a distance of 1,018.52 feet to a 5/8" iron rod with plastic cap stamped "QUIDDITY ENG. PROPERTY CORNER" set;

North 00 Degrees 13 Minutes 52 Seconds East, a distance of 155.61 feet to a 5/8" iron rod with plastic cap stamped "QUIDDITY ENG. PROPERTY CORNER" set at the northeast corner of the Witherspoon tract, same being the southeast corner of a tract of land described in deed to Angelbirth and Ana Ougin, recorded in Instrument No. 2022-815, O.P.R.J.C.T.;

THENCE North 00 Degrees 21 Minutes 20 Seconds West, along the east line of said Oguin tract, a distance of 596.88 feet to a 3/8" iron rod found at the northeast corner of said Oguin tract and the most easterly southeast of Tract #1, a called 36.40 acre tract of land described in deed to Stride Rite, LLC, recorded in Instrument No. 2022-24930, O.P.R.J.C.T.;

THENCE North 00 Degrees 08 Minutes 55 Seconds West, along the east line of said Stride Rite, LLC tract, a distance of 351.53 feet to a 5/8" iron rod with plastic cap stamped "QUIDDITY ENG. PROPERTY CORNER" set in the east line of said 36.40 acre tract;

THENCE North 00 Degrees 13 Minutes 36 Seconds East, along the east line of said 36.40 acre tract, at a distance of 92.71 feet passing a 1/2" iron rod found, at a distance of 385.82 feet passing a 1/ 2" iron rod found at the northeast corner of said 36.40 acre tract, and continuing for a total distance of 532.98 feet to a 5/8" iron rod with plastic cap stamped "QUIDDITY ENG. PROPERTY CORNER" set in the east line of a tract of land described in deed to Thomas W. Gray and Laura Luise Gray, recorded in Volume 593, Page 329, D.R.J.C.T.;

THENCE North 00 Degrees 48 Minutes 48 Seconds East, along the east line of said Gray tract, a distance of 64.09 feet to a 5/8" iron rod found at the northeast corner of said Gray tract and the southeast corner of Lot 2, Block 1 of the Minor Plat of Lots 1 and 2, Block 1 of Seekins Addition, an addition to Johnson County, recorded in Instrument No. 2021-243, O.P.R.J.C.T.;

THENCE North 00 Degrees 15 Minutes 58 Seconds East, along the east line of said Seekins Addition, a distance of 434.57 feet to a 8" wood fence corner post found at the northeast corner of Lot 2, Block 1 of said Seekins Addition and the southeast corner of Lot 12, Block 1 of the Final Plat of Lots 1-23, Block 1 of Sherwood Oaks Estates, an addition to the City of Burleson, Johnson County, Texas, recorded in Instrument No. 2023-109, O.P.R.J.C.T.;

THENCE North 00 Degrees 13 Minutes 46 Seconds East, along the east line of said Sherwood Oaks Estates, a distance of 655.69 feet to a 5/8" iron rod found at the northeast corner of Lot 11, Block 1 of said Sherwood Oaks Estates and the southeast corner of the remainder of a tract of land described in deed to James Clifton Thiebaud and Kristen L. Thiebaud, recorded in Instrument No. 2013-1990, O.P.R.J.C.T.;

THENCE North 00 Degrees 06 Minutes 31 Seconds East, along the east line of said Thiebaud tract, a distance of 453.03 feet to a point from which 5/8" iron rod found at the northeast corner of said Thiebaud tract bears North 00 Degrees 10 Minutes 17 Seconds East, a distance of 0.30 feet;

THENCE along the north line of said 314.3351 acre tract, the following courses:

South 89 Degrees 49 Minutes 13 Seconds East, along the south line of a tract of land described in deed to Scott P. Campbell and Andrea D. Campbell, recorded in Volume 3619, Page 848, D.R.J.C.T., and a tract of land described in deed to Roger Ball, recorded in Volume 4267, Page 656, D.R.J.C.T., at a distance of 1093.19 feet passing the southeast corner of said Ball tract, and the southwest corner of a tract of land described in deed to MET Group, LLC, recorded in Instrument No. 2023-10103, O.P.R.J.C.T., continuing for a total distance of 1,516.43 feet to a 5/8" iron rod with plastic cap stamped "QUIDDITY ENG. PROPERTY CORNER" set;

South 89 Degrees 37 Minutes 19 Seconds East, along the south line of said MET Group tract, a distance of 245.19 feet to a 5/8" iron rod found at the most westerly northwest corner of said 117.022 acre tract and the southwest corner of Tract Four, described in deed to Jena L. Tarver, recorded in Instrument No. 2014-19196, O.P.R.J.C.T.;

THENCE North 89 Degrees 04 Minutes 04 Seconds East, along the north line of said 117.022 acre tract and the south line of said Tract Four, a distance of 1,309.32 feet to a 5/8" iron rod with plastic cap stamped "QUIDDITY ENG. PROPERTY CORNER" set at the southeast corner of said Tract Four, from which a 1/2" iron rod found bears North 89 Degrees 02 Minutes 24 Seconds East, 152.14 feet;

THENCE North 00 Degrees 37 Minutes 42 Seconds West, along the west line of said 117.022 acre tract and the east line of said Tract Four and the east line of Tract Three, described in the Jena L. Tarver deed, a distance of 1,147.52 feet to a point;

THENCE North 89 degrees 55 Minutes 23 Seconds East, over and across said 117.022 acre tract, 829.25 feet to a point in the east line of said 117.022 acre tract and the west line of South Oaks subdivision, an addition to Johnson County, recorded in Volume 4, Page 30, D.R.J.C.T.;

THENCE South 00 Degrees 27 Minutes 53 Seconds West, along the east line of said 117.022 acre tract and the west line of said South Oaks subdivision, a distance of 359.73 feet to a 3/8" iron rod found in the north line of Lot 1, Block 1 of Bassham Addition, an addition to the Town of Cross Timber, Johnson County, Texas, recorded in Instrument No. 2022-78, O.P.R.J.C.T., from which a 3 /8" iron rod found bears South 00 Degrees 28 Minutes 12 Seconds West, 1.95 feet;

THENCE North 88 Degrees 58 Minutes 37 Seconds West, along the north line of said Lot 1, Block 1 of Bassham Addition, a distance of 138.20 feet to a 5/8" capped iron rod found at the northwest corner of said Lot 1, Block 1 of Bassham Addition;

THENCE South 81 Degrees 29 Minutes 34 Seconds West, a distance of 17.37 feet to a 5/8" capped iron rod found in the east line of said 117.022 acre tract;

THENCE South 00 Degrees 03 Minutes 57 Seconds East, along the east line of said 117.022 acre tract, a distance of 788.04 feet to a 1" steel pipe found for a re-entrant corner of said 117.022 acre tract;

THENCE North 88 Degrees 20 Minutes 24 Seconds East, along the north line of said 117.022 acre tract, a distance of 197.91 feet to a 1/2" capped iron rod found in the south line of said Lot 1, Block 1 of Bassham Addition, from which a 5/8" iron rod found bears North 88 Degrees 29 Minutes 26 Seconds East, 1,006.05 feet;

THENCE North 89 Degrees 50 Minutes 35 Seconds East, along the south line of said Lot 1, Block 1 of Bassham Addition, a distance of 982.02 feet to a point in County Road 805 (Bethesda Road), in the north line of a tract of land described in deed to Richard A. Eason and Violet D. Eason, recorded in Volume 905, Page 264, D.R.J.C.T., from which a mag nail with washer found at the southeast corner of said Bassham Addition, bears North 89 Degrees 50 Minutes 35 Seconds East, 6.20 feet;

THENCE along the approximate center of said County Road 805 (no right-of-way dedication found), the following courses:

South 40 Degrees 23 Minutes 36 Seconds West, along the northerly line of said Eason tract, a distance of 259.49 feet to a 5/8" iron rod found at the northwest corner of said Eason tract and the northeast corner of a tract of land described in deed to Shawn A. Becker and Julie E. Becker, recorded in Instrument No. 2016-22121, O.P.R.J.C.T.;

South 40 Degrees 35 Minutes 51 Seconds West, along the northerly line of said Becker tract, a distance of 160.67 feet to a point in the east line of said 117.022 acre tract;

South 41 Degrees 24 Minutes 43 Seconds West, along the easterly line of said 117.022 acre tract, a distance of 297.87 feet;

South 39 Degrees 32 Minutes 43 Seconds West, along the easterly line of said 117.022 acre tract, a distance of 337.08 feet to a point in the northerly line of a tract of land described in deed to Luis Jose Lopez and Dannia Isabel Angarita, recorded in Instrument No. 2023-5032, O.P.R.J.C.T.;

South 41 Degrees 30 Minutes 16 Seconds West, along the northerly line of said Lopez and Angarita tract, a distance of 149.60 feet to a 1/2" iron rod found;

South 20 Degrees 21 Minutes 02 Seconds West, along the northerly line of said Lopez and Angarita tract, a distance of 50.05 feet to a point in the easterly line of said 117.022 acre tract;

South 26 Degrees 02 Minutes 43 Seconds West, along the easterly line of said 117.022 acre tract, a distance of 65.13 feet;

South 17 Degrees 21 Minutes 40 Seconds West, along the easterly line of said 117.022 acre tract, a distance of 126.98 to a point in the northerly line of said Lopez and Angarita tract;

South 20 Degrees 18 Minutes 10 Seconds West, along the northerly line of said Lopez and Angarita tract, a distance of 58.66 feet to a 1/2" iron rod found, from which a disturbed 1/2" iron rod found bears North 10 Degrees 22 Minutes 38 Seconds East, a distance of 12.38 feet and a bent 5/8" iron rod found bears North 39 Degrees 09 Minutes 48 Seconds East, a distance of 4.92 feet;

South 01 Degrees 49 Minutes 22 Seconds West, along the northwesterly line of said Lopez and Angarita tract, a distance of 83.30 feet to a 1/2" iron rod found at the most westerly corner of said Lopez and Angarita tract, from which a disturbed 1/2" iron rod found bears North 40 Degrees 59 Minutes 30 Seconds East, a distance of 4.94 feet;

THENCE along the approximate center of said County Road 805 and the west line of a tract of land described in deed to Betty A. Foster, recorded in Instrument No. 2020-21539, O.P.T.J.C.T., the following courses:

South 06 Degrees 43 Minutes 35 Seconds East, a distance of 110.13 feet;

South 12 Degrees 28 Minutes 01 Seconds East, a distance of 210.55 feet;

South 10 Degrees 32 Minutes 11 Seconds East, a distance of 71.04 feet;

South 06 Degrees 17 Minutes 47 Seconds East, a distance of 37.95 feet;

South 04 Degrees 50 Minutes 19 Seconds East, a distance of 47.91 feet;

South 02 Degrees 30 Minutes 59 Seconds East, a distance of 49.33 feet;

THENCE South 00 Degrees 04 Minutes 17 Seconds East, along the east line of the aforesaid 314.3351 acre tract, a distance of 1,226.51 feet to a mag nail found in said County Road 805, being the northeast corner of the aforesaid Winnett Road, LLC tract, recorded in Instrument No. 2023-12285, O.P.R.J.C.T.;

THENCE South 88 Degrees 58 Minutes 11 Seconds West, departing said County Road 805, along the north line of said Winnett Road, LLC tract, a distance of 822.35 feet to a leaning 1" steel pipe found at the northwest corner of said Winnett Road, LLC tract;

THENCE South 00 Degrees 48 Minutes 56 Seconds West, along the west line of said Winnett Road, LLC tract, a distance of 1,213.21 feet to the **POINT OF BEGINNING** and containing 404.74 acres of land more or less.

NOTE: "This document was prepared under 22 Texas Administrative Code §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

Quiddity Engineering, LLC
2805 Dallas Parkway, Suite 600
Plano, Texas 75093
(972) 488-3880
Texas Board of Professional Engineers and Land Surveyors
Engineer Registration No. F-23290
Survey Registration No. 10046100

Acting By/Through Eduardo Martinez
Registered Professional Land Surveyor
No. 5774
Emartinez@quiddity.com

District Boundary Tract 2 Closure Report

Bearing	Distance	Northing	Easting
		6853110.78	2331774.98
S 88°41'22" W	1298.11		
		6853081.09	2330477.21
S 89°51'36" W	181.03		
		6853080.65	2330296.18
S 89°47'23" W	167.97		
		6853080.03	2330128.21
S 89°59'49" W	1629.30		
		6853079.94	2328498.90
N 00°27'57" E	1018.52		
		6854098.43	2328507.18
N 00°13'52" E	155.61		
		6854254.04	2328507.81
N 00°21'20" W	596.88		
		6854850.90	2328504.11
N 00°08'55" W	351.53		
		6855202.44	2328503.20
N 00°13'36" E	532.98		
		6855735.41	2328505.31
N 00°48'48" E	64.09		
		6855799.50	2328506.22
N 00°15'58" E	434.57		
		6856234.07	2328508.24
N 00°13'46" E	655.69		
		6856889.75	2328510.86
N 00°06'31" E	453.03		
		6857342.78	2328511.72
S 89°49'13" E	1516.43		
		6857338.02	2330028.14
S 89°37'19" E	245.19		
		6857336.40	2330273.32
N 89°04'04" E	1309.32		
		6857357.71	2331582.47
N 00°37'42" W	1147.52		
		6858505.15	2331569.89
S 89°55'23" E	829.25		
		6858504.04	2332399.14
S 00°27'53" W	359.73		

6858144.32 2332396.22

N 88°58'37" W 138.20

6858146.79 2332258.04

S 81°29'34" W 17.37

6858144.22 2332240.87

S 00°03'57" E 788.04

6857356.18 2332241.77

N 88°20'24" E 197.91

6857361.91 2332439.60

N 89°50'35" E 982.02

6857364.60 2333421.62

S 40°23'36" W 259.49

6857166.98 2333253.46

S 40°35'51" W 160.67

6857044.98 2333148.91

S 41°24'43" W 297.87

6856821.58 2332951.87

S 39°32'43" W 337.08

6856561.65 2332737.26

S 41°30'16" W 149.60

6856449.62 2332638.12

S 20°21'02" W 50.05

6856402.69 2332620.72

S 26°02'43" W 65.13

6856344.18 2332592.12

S 17°21'40" W 126.98

6856222.98 2332554.23

S 20°18'10" W 58.66

6856167.96 2332533.88

S 01°49'22" W 83.30

6856084.71 2332531.23

S 06°43'35" E 110.13

6855975.33 2332544.13

S 12°28'01" E 210.55

6855769.75 2332589.58

S 10°32'11" E 71.04

6855699.91 2332602.57

S 06°17'47" E 37.95

6855662.19 2332606.73

S 04°50'19" E 47.91

6855614.45 2332610.77

S 02°30'59" E 49.33

6855565.16 2332612.94

S 00°04'17" E 1226.51

6854338.66 2332614.46

S 88°58'11" W 822.35

6854323.87 2331792.25

S 00°48'56" W 1213.21

6853110.78 2331774.98

Closure Error Distance> 0.0000
Total Distance Inversed> 20448.10
Area: 404.740 ACRES, 17630474 SQ FT

Capital Title GF# 25-854539-BL

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

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS THAT:
COUNTY OF JOHNSON §

Phelps Real Estate III, LLC, a Florida limited liability company (hereinafter called "**Grantor**"), for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration paid to Grantor by **MV Burleson LLC**, a Texas limited liability company (hereinafter called "**Grantee**"), the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, SELL, CONVEY, ASSIGN and DELIVER to Grantee the real property described in **Exhibit A** attached hereto and made a part hereof, together with all rights, titles and interests appurtenant thereto, including, without limitation, (i) all structures, fixtures, buildings, and improvements situated thereon (the "**Land**"), together without warranty (ii) all rights, titles, powers, privileges, licenses, easements, rights-of-way and interests, if any, of Grantor, either at law or in equity, in possession or in expectancy, in and to any real estate lying in the streets, highways, roads, alleys, rights-of-way or sidewalks, open or proposed, in front of above, over, under, through or adjoining the Land and in and to any strips or gores of real estate adjoining the Land, (iii) all oil, gas and other minerals in and under and that may be produced from the Land, (iv) all of Grantor's right, title and interest, if any, in and to any air rights and water and riparian rights appurtenant to the Land, and (v) all rights, titles, powers, privileges and interests appurtenant or incident to any of the foregoing; subject, however, to the encumbrances described in **Exhibit B** attached hereto and made a part hereof (hereinafter called the "**Permitted Exceptions**").

Grantee acknowledges that the Property is subject to that certain Development Agreement by and among The City of Burleson, Texas, Phelps Real Estate III, LLC and RPO Properties, L.P. dated June 16, 2025 (the "**Development Agreement**"), and Grantee is bound by the terms of the Development Agreement as a Successor Landowner (as such term is defined in the Development Agreement).

TO HAVE AND TO HOLD the herein described Land, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns, forever, and Grantor does hereby bind itself and its successors and assigns to warrant and forever defend all and singular the Land unto Grantee, its successors and assigns against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise; subject, however, to the Permitted Exceptions.

Grantee's address is 516 West Shore Drive, Richardson, Texas 75080.

[SIGNATURE PAGE FOLLOWS]

GRANTOR:

Phelps Real Estate III, LLC,
a Florida limited liability company

By: _____
Jonathan D. Phelps, Manager

STATE OF FLORIDA §
§
COUNTY OF ORANGE §

This instrument was acknowledged before me on July 22ND 2025, by Jonathan D. Phelps, Manager of Phelps Real Estate III, LLC, a Florida limited liability company, on behalf of said company.

_____
Notary Public

Notary Public State of Florida
Lori Ann Linn
My Commission HH 295442
Expires 9/8/2026

After Recording, Return To:

Polsinelli, PC
Attn: Zachary M. Garsek
3230 Camp Bowie Blvd., Suite 580
Fort Worth, Texas 76107

EXHIBIT A

LEGAL DESCRIPTION

BEING a 430.371 acre tract of land situated in the E. Jewell Survey, Abstract 447, the G. Fox Survey, Abstract No. 273, the M. J. Moore Survey, Abstract No. 605, the G. R. Collins Survey, Abstract No. 157 and the E. B. Ray Survey, Abstract No. 717 in Johnson County, Texas, being a portion of a called 314.3351 acre tract of land described in deed to Phelps Real Estate III, LLC, recorded in Instrument No. 2022-23190 of the Official Public Records of Johnson County, Texas (O.P.R.J.C.T.), and a portion of a called 117.022 acre tract of land described in deed to Phelps Real Estate III, LLC, recorded in Instrument No. 2022-37251, O.P.R.J.C.T., said 430.371 acre tract being more particularly described as follows;

BEGINNING at a 3/8" iron rod found in the north line of F.M. 917 (Conveyor Drive) (80' Right-of-Way), as recorded in Volume 367, Page 594, of the Deed Records of Johnson County, Texas (D.R.J.C.T.), being the southeast corner of said 314.3351 acre tract and the southwest corner of a tract of land descried in deed to Winnett Road, LLC, recorded in Instrument No. 2023-12285, O.P.R.J.C.T.;

THENCE along the north line of said F.M. 917 and the south line of said 314.3351 acre tract, the following courses:

South 88 Degrees 41 Minutes 22 Seconds West, a distance of 1,298.11 feet to a mag nail with washer (KHA) found;

South 89 Degrees 51 Minutes 36 Seconds West, a distance of 181.03 feet to a 5 /8" capped iron rod (KHA) found;

South 89 Degrees 47 Minutes 23 Seconds West, a distance of 167.97 feet to a 5 /8" capped iron rod (KHA) found;

South 89 Degrees 59 Minutes 49 Seconds West, a distance of 1,629.31 feet to a 5/8" iron rod with plastic cap stamped "QUIDDITY ENG. PROPERTY CORNER" set at the southeast corner of a 20' wide roadway easement described in deed to Cliff Witherspoon and Linda Witherspoon, recorded in Volume 1721, Page 111, D.R.J.C.T., also being the southeast corner of a called 1.313 acre tract of land described in deed to Richard B. Strain and Keli L. Teich, recorded in Instruments No. 2015-17078, O.P.R.J.C.T., from said point a 5/8" capped iron rod (KHA) found bears South 73 Degrees 52 Minutes 02 Seconds West, a distance of 4.22 feet;

THENCE departing the north line of said F.M. 917, along the east line of said 20' wide roadway easement and said 1.313 acre tract, the following courses:

North 00 Degrees 27 Minutes 57 Seconds East, a distance of 1,018.52 feet to a 5/8" iron rod with plastic cap stamped "QUIDDITY ENG. PROPERTY CORNER" set;

North 00 Degrees 13 Minutes 52 Seconds East, a distance of 155.61 feet to a 5/8" iron rod with plastic cap stamped "QUIDDITY ENG. PROPERTY CORNER" set at the northeast corner of the Witherspoon tract, same being the southeast corner of a tract of land described in deed to Angelbirth and Ana Ougin, recorded in Instrument No. 2022-815, O.P.R.J.C.T.;

THENCE North 00 Degrees 21 Minutes 20 Seconds West, along the east line of said Oguin tract, a distance of 596.88 feet to a 3/8" iron rod found at the northeast corner of said Oguin tract and the most easterly

southeast of Tract #1, a called 36.40 acre tract of land described in deed to Stride Rite, LLC, recorded in Instrument No. 2022-24930, O.P.R.J.C.T.;

THENCE North 00 Degrees 08 Minutes 55 Seconds West, along the east line of said Stride Rite, LLC tract, a distance of 351.54 feet to a 5/8" iron rod with plastic cap stamped "QUIDDITY ENG. PROPERTY CORNER" set in the east line of said 36.40 acre tract;

THENCE North 00 Degrees 13 Minutes 36 Seconds East, along the east line of said 36.40 acre tract, at a distance of 92.71 feet passing a 1/2" iron rod found, at a distance of 385.82 feet passing a 1/ 2" iron rod found at the northeast corner of said 36.40 acre tract, and continuing for a total distance of 532.98 feet to a 5/8" iron rod with plastic cap stamped "QUIDDITY ENG. PROPERTY CORNER" set in the east line of a tract of land described in deed to Thomas W. Gray and Laura Luise Gray, recorded in Volume 593, Page 329, D.R.J.C.T.;

THENCE North 00 Degrees 48 Minutes 48 Seconds East, along the east line of said Gray tract, a distance of 64.09 feet to a 5/8" iron rod found at the northeast corner of said Gray tract and the southeast corner of Lot 2, Block 1 of the Minor Plat of Lots 1 and 2, Block 1 of Seekins Addition, an addition to Johnson County, recorded in Instrument No. 2021-243, O.P.R.J.C.T.;

THENCE North 00 Degrees 15 Minutes 58 Seconds East, along the east line of said Seekins Addition, a distance of 434.57 feet to a 8" wood fence corner post found at the northeast corner of Lot 2, Block 1 of said Seekins Addition and the southeast corner of Lot 12, Block 1 of the Final Plat of Lots 1-23, Block 1 of Sherwood Oaks Estates, an addition to the City of Burleson, Johnson County, Texas, recorded in Instrument No. 2023-109, O.P.R.J.C.T.;

THENCE North 00 Degrees 13 Minutes 46 Seconds East, along the east line of said Sherwood Oaks Estates, a distance of 655.69 feet to a 5/8" iron rod found at the northeast corner of Lot 11, Block 1 of said Sherwood Oaks Estates and the southeast corner of the remainder of a tract of land described in deed to James Clifton Thiebaud and Kristen L. Thiebaud, recorded in Instrument No. 2013-1990, O.P.R.J.C.T.;

THENCE North 00 Degrees 06 Minutes 31 Seconds East, along the east line of said Thiebaud tract, a distance of 453.03 feet to a point from which 5/8" iron rod found at the northeast corner of said Thiebaud tract bears North 00 Degrees 10 Minutes 17 Seconds East, a distance of 0.30 feet;

THENCE along the north line of said 314.3351 acre tract, the following courses:

> South 89 Degrees 49 Minutes 13 Seconds East, along the south line of a tract of land described in deed to Scott P. Campbell and Andrea D. Campbell, recorded in Volume 3619, Page 848, D.R.J.C.T., and a tract of land described in deed to Roger Ball, recorded in Volume 4267, Page 656, D.R.J.C.T., at a distance of 1093.19 feet passing the southeast corner of said Ball tract, and the southwest corner of a tract of land described in deed to MET Group, LLC, recorded in Instrument No. 2023-10103, O.P.R.J.C.T., continuing for a total distance of 1,516.43 feet to a 5/8" iron rod with plastic cap stamped "QUIDDITY ENG. PROPERTY CORNER" set;
>
> South 89 Degrees 37 Minutes 19 Seconds East, along the south line of said MET Group tract, a distance of 245.19 feet to a 5/8" iron rod found at the most westerly northwest corner of said 117.022 acre tract and the southwest corner of Tract Four, described in deed to Jena L. Tarver, recorded in Instrument No. 2014-19196, O.P.R.J.C.T.;

THENCE North 89 Degrees 04 Minutes 04 Seconds East, along the north line of said 117.022 acre tract and the south line of said Tract Four, a distance of 1,309.32 feet to a 5/8" iron rod with plastic cap stamped

"QUIDDITY ENG. PROPERTY CORNER" set at the southeast corner of said Tract Four, from which a 1/2" iron rod found bears North 89 Degrees 02 Minutes 24 Seconds East, 152.14 feet;

THENCE North 00 Degrees 37 Minutes 42 Seconds West, along the west line of said 117.022 acre tract and the east line of said Tract Four, the east line of Tract Three and Tract Two, described in the Jena L. Tarver deed, a distance of 1,976.22 feet to a 5/8" capped iron rod found at the northeast corner of said Tarver Tract Two and the southeast corner of a called 34.781 acre tract of land described in deed to John E. Tarver, recorded in Volume 1371, Page 132, D.R.J.C.T.;

THENCE North 01 Degrees 17 Minutes 41 Seconds West, along the west line of said 117.022 acre tract and the east line of said 34.781 acre tract, a distance of 668.19 feet to a 5/8" capped iron rod found at the most northerly northwest corner of said 117.022 acre tract;

THENCE North 89 Degrees 18 Minutes 11 Seconds East, along the north line of said 117.022 acre tract and the south line of Tract One, described in deed to Jackie L. Eason and Patricia L. Eason, recorded in Volume 4195, Page 839, D.R.J.C.T., a distance of 697.40 feet to a 1/2" iron rod found at the most northerly northeast corner of said 117.022 acre tract;

THENCE South 00 Degrees 03 Minutes 56 Seconds West, along the east line of said 117.022 acre tract and the west line of a tract of land described in deed to Lynn Smiley Allen, recorded in Volume 3044, Page 680 and Volume 3535, Page 539, D.R.J.C.T., a distance of 930.06 feet to a 1/2" capped iron rod found at the southwest corner of said Allen tract;

THENCE North 89 Degrees 39 Minutes 17 Seconds East, along the north line of said 117.022 acre tract and the south line of said Allen tract, a distance of 161.83 feet to a 1/2" capped iron rod found at the northwest corner of Tract 14 of South Oaks subdivision, an addition to Johnson County, recorded in Volume 4, Page 30, D.R.J.C.T.;

THENCE South 00 Degrees 27 Minutes 53 Seconds West, along the east line of said 117.022 acre tract and the west line of said South Oaks subdivision, a distance of 936.93 feet to a 3/8" iron rod found in the north line of Lot 1, Block 1 of Bassham Addition, an addition to the Town of Cross Timber, Johnson County, Texas, recorded in Instrument No. 2022-78, O.P.R.J.C.T., from which a 3 /8" iron rod found bears South 00 Degrees 28 Minutes 12 Seconds West, 1.95 feet;

THENCE North 89 Degrees 58 Minutes 37 Seconds West, along the north line of said Lot 1, Block 1 of Bassham Addition, a distance of 138.20 feet to a 5/8" capped iron rod found at the northwest corner of said Lot 1, Block 1 of Bassham Addition;

THENCE South 81 Degrees 29 Minutes 34 Seconds West, a distance of 17.37 feet to a 5/8" capped iron rod found in the east line of said 117.022 acre tract;

THENCE South 00 Degrees 03 Minutes 57 Seconds East, along the east line of said 117.022 acre tract, a distance of 788.04 feet to a 1" steel pipe found for a re-entrant corner of said 117.022 acre tract;

THENCE North 88 Degrees 20 Minutes 24 Seconds East, along the north line of said 117.022 acre tract, a distance of 197.91 feet to a 1/2" capped iron rod found in the south line of said Lot 1, Block 1 of Bassham Addition, from which a 5/8" iron rod found bears North 88 Degrees 29 Minutes 26 Seconds East, 1,006.05 feet;

THENCE North 89 Degrees 50 Minutes 35 Seconds East, along the south line of said Lot 1, Block 1 of Bassham Addition, a distance of 982.02 feet to a point in County Road 805 (Bethesda Road), in the north

line of a tract of land described in deed to Richard A. Eason and Violet D. Eason, recorded in Volume 905, Page 264, D.R.J.C.T., from which a mag nail with washer found at the southeast corner of said Bassham Addition, bears North 89 Degrees 50 Minutes 35 Seconds East, 6.20 feet;

THENCE along the approximate center of said County Road 805 (no right-of-way dedication found), the following courses:

South 40 Degrees 23 Minutes 36 Seconds West, along the northerly line of said Eason tract, a distance of 259.48 feet to a 5/8" iron rod found at the northwest corner of said Eason tract and the northeast corner of a tract of land described in deed to Shawn A. Becker and Julie E. Becker, recorded in Instrument No. 2016-22121, O.P.R.J.C.T.;

South 40 Degrees 35 Minutes 51 Seconds West, along the northerly line of said Becker tract, a distance of 160.68 feet to a point in the east line of said 117.022 acre tract;

South 41 Degrees 24 Minutes 43 Seconds West, along the easterly line of said 117.022 acre tract, a distance of 297.87 feet;

South 39 Degrees 32 Minutes 43 Seconds West, along the easterly line of said 117.022 acre tract, a distance of 337.08 feet to a point in the northerly line of a tract of land described in deed to Luis Jose Lopez and Dannia Isabel Angarita, recorded in Instrument No. 2023-5032, O.P.R.J.C.T.;

South 41 Degrees 30 Minutes 16 Seconds West, along the northerly line of said Lopez and Angarita tract, a distance of 149.60 feet to a 1/2" iron rod found;

South 20 Degrees 21 Minutes 02 Seconds West, along the northerly line of said Lopez and Angarita tract, a distance of 50.05 feet to a point in the easterly line of said 117.022 acre tract;

South 26 Degrees 02 Minutes 43 Seconds West, along the easterly line of said 117.022 acre tract, a distance of 65.13 feet;

South 17 Degrees 21 Minutes 40 Seconds West, along the easterly line of said 117.022 acre tract, a distance of 126.98 to a point in the northerly line of said Lopez and Angarita tract;

South 20 Degrees 18 Minutes 10 Seconds West, along the northerly line of said Lopez and Angarita tract, a distance of 58.66 feet to a 1/2" iron rod found, from which a disturbed 1/2" iron rod found bears North 10 Degrees 22 Minutes 38 Seconds East, a distance of 12.38 feet and a bent 5/8" iron rod found bears North 39 Degrees 09 Minutes 48 Seconds East, a distance of 4.92 feet;

South 01 Degrees 49 Minutes 22 Seconds West, along the northwesterly line of said Lopez and Angarita tract, a distance of 83.30 feet to a 1/2" iron rod found at the most westerly corner of said Lopez and Angarita tract, from which a disturbed 1/2" iron rod found bears North 40 Degrees 59 Minutes 30 Seconds East, a distance of 4.94 feet;

THENCE along the approximate center of said County Road 805 and the west line of a tract of land described in deed to Betty A. Foster, recorded in Instrument No. 2020-21539, O.P.R.J.C.T., the following courses:

South 06 Degrees 43 Minutes 35 Seconds East, a distance of 110.13 feet;

South 12 Degrees 28 Minutes 01 Seconds East, a distance of 210.55 feet;

South 10 Degrees 32 Minutes 11 Seconds East, a distance of 71.04 feet;

South 06 Degrees 17 Minutes 47 Seconds East, a distance of 37.95 feet;

South 04 Degrees 50 Minutes 19 Seconds East, a distance of 47.91 feet;

South 02 Degrees 30 Minutes 59 Seconds East, a distance of 49.33 feet;

THENCE South 00 Degrees 04 Minutes 11 Seconds East, along the east line of the aforesaid 314.3351 acre tract, a distance of 1,226.51 feet to a mag nail found in said County Road 805, being the northeast corner of the aforesaid Winnett Road, LLC tract, recorded in Instrument No. 2023-12285, O.P.R.J.C.T.;

THENCE South 88 Degrees 58 Minutes 11 Seconds West, departing said County Road 805, along the north line of said Winnett Road, LLC tract, a distance of 822.35 feet to a leaning 1" steel pipe found at the northwest corner of said Winnett Road, LLC tract;

THENCE South 00 Degrees 48 Minutes 56 Seconds West, along the west line of said Winnett Road, LLC tract, a distance of 1,213.21 feet to the POINT OF BEGINNING and containing 430.371 acres of land more or less.

EXHIBIT B

PERMITTED EXCEPTIONS

1. Those restrictive covenants recorded in Clerk's File No. 2025-18407, of the Real Property Records of Johnson County, Texas.

2. Standby fees, taxes and assessments by any taxing authority for the year 2025, and subsequent years.

3. Terms and provisions of Right of Way and Joint Use Agreement by and between Brazos Electric Power Cooperative, Inc and Bethesda Water Supply Corporation dated June 8, 1999, filed August 13, 1999, recorded in Volume 2368, Page 561, Real Property Records, Johnson County, Texas, as noted on survey by Eduardo Martinez, R.P.L.S. No. 5274, dated June 9, 2025.

4. Terms and provisions of Right of Way Agreement by and between Ronald A. Meeks, et al and Southwestern Gas Pipeline, Inc. dated February 4, 2009, filed February 25, 2009, recorded in Volume 4543, Page 433, Real Property Records, Johnson County, Texas, as shown on survey by Eduardo Martinez, R.P.L.S. No. 5274, dated June 9, 2025.

5. Terms and provisions of Right of Way Agreement by and between Ronald A. Meeks, et al and Southwestern Gas Pipeline, Inc. dated January 29, 2009, filed February 25, 2009, recorded in Volume 4543, Page 438, Real Property Records, Johnson County, Texas, as shown on survey by Eduardo Martinez, R.P.L.S. No. 5274, dated June 9, 2025.

6. Terms and provisions of Right of Way Agreement by and between Ronald A. Meeks, et al and Southwestern Gas Pipeline, Inc. dated December 21, 2009, filed February 1, 2010, recorded in Clerk's File No. 201000003112, Real Property Records, Johnson County, Texas, as noted on survey by Eduardo Martinez, R.P.L.S. No. 5274, dated June 9, 2025.

7. Terms and provisions of Agreed Judgment dated August 13, 1974, filed August 30, 1974, recorded in Volume 646, Page 247, Real Property Records, Johnson County, Texas, as shown on survey by Eduardo Martinez, R.P.L.S. No. 5274, dated June 9, 2025.

8. Terms and provisions of Judgment dated April 22, 1988, filed April 22, 1988, recorded in Volume 1350, Page 872, Real Property Records, Johnson County, Texas. Supplemental Easement, dated November 5, 2004, filed May 10, 2005, recorded in Volume 3531, Page 178, Real Property Records, Johnson County, Texas, as shown on survey by Eduardo Martinez, R.P.L.S. No. 5274, dated June 9, 2025.

9. Terms and provisions of Judgment dated April 22, 1988, filed April 22, 1988, recorded in Volume 1350, Page 875, Real Property Records, Johnson County, Texas, as shown on survey by Eduardo Martinez, R.P.L.S. No. 5274, dated June 9, 2025.

10. Terms and provisions of Judgment dated March 13, 2009, filed April 20, 2009, recorded in Volume 4574, Page 498, Real Property Records, Johnson County, Texas., as shown on survey by Eduardo Martinez, R.P.L.S. No. 5274, dated June 9, 2025.

11. Easement created in instrument to the State of Texas, recorded in Volume 370, Page 190, Real Property Records, Johnson County, Texas , as noted on survey by Eduardo Martinez, R.P.L.S. No. 5274, dated June 9, 2025.

12. Easement created in instrument to Brazos Electric Power Cooperative, Inc., recorded in Volume 688, Page 518, Real Property Records, Johnson County, Texas, as shown on survey by Eduardo Martinez, R.P.L.S. No. 5274, dated June 9, 2025.

13. Easement created in instrument to Brazos Electric Cooperative, Inc., recorded in Volume 773, Page 696, Real Property Records, Johnson County, Texas, as shown on survey by Eduardo Martinez, R.P.L.S. No. 5274, dated June 9, 2025.

14. Easement created in instrument to Brazos Electric Power Cooperative, Inc., recorded in Volume 773, Page 698, Real Property Records, Johnson County, Texas, as shown on survey by Eduardo Martinez, R.P.L.S. No. 5274, dated June 9, 2025.

15. Easement created in instrument to Brazos Electric Power Cooperative, Inc., recorded in Volume 1515, Page 535, Real Property Records, Johnson County, Texas , as shown on survey by Eduardo Martinez, R.P.L.S. No. 5274, dated June 9, 2025.

16. Easement created in instrument to Bethesda Water Supply Corporation, recorded in Volume 2426, Page 9, Real Property Records, Johnson County, Texas, as noted on survey by Eduardo Martinez, R.P.L.S. No. 5274, dated June 9, 2025.

17. Easement created in instrument to United Electric Cooperative Services, Inc., recorded in Volume 3458, Page 414, Real Property Records, Johnson County, Texas, as shown on survey by Eduardo Martinez, R.P.L.S. No. 5274, dated June 9, 2025.

18. Easement created in instrument to EOG Resources, Inc., recorded in Volume 4340, Page 243, Real Property Records, Johnson County, Texas; as amended by instruments recorded in Volume 4428, Page 291 and Volume 4473, Page 321, Real Property Records, Johnson County, Texas, as shown on survey by Eduardo Martinez, R.P.L.S. No. 5274, dated June 9, 2025.

19. Easement created in instrument to Barnet Gathering, LP, recorded in Volume 4588, Page 718, Real Property Records, Johnson County, Texas, as shown on survey by Eduardo Martinez, R.P.L.S. No. 5274, dated June 9, 2025.

20. Easement created in instrument to Barnet Gathering, LP, recorded in Clerk's File No. 200900026169, Real Property Records, Johnson County, Texas, as noted and shown on survey by Eduardo Martinez, R.P.L.S. No. 5274, dated June 9, 2025.

21. Easement created in instrument to Barnet Gathering, LP, recorded in Clerk's File No. 200900026170, Real Property Records, Johnson County, Texas, as noted on survey by Eduardo Martinez, R.P.L.S. No. 5274, dated June 9, 2025.

22. Mineral Deed executed by Annette Meeks to Mary Sparks, dated July 25, 1981, filed March 24, 2006, recorded in Volume 3760, Page 963, Real Property Records, Johnson County, Texas.

23. Oil, Gas and Mineral Lease executed by Ronald A. Meeks, et al to EOG Resources, Inc., dated November 6, 2003, filed December 4, 2003, recorded in Volume 3187, Page 994, Real Property Records, Johnson County, Texas. As affected by Declaration of Pooled Unit - Meeks Unit, recorded in Volume 3911, Page 726; amended in Volume 4079, Page 791, Real Property Records, Johnson County, Texas, as noted on survey by Eduardo Martinez, R.P.L.S. No. 5274, dated June 9, 2025.

24. Easement created in instrument executed by Tarver Equity Partnership, Jena Tarver to United Electric Cooperative Services, Inc., dated February 18, 2010, filed July 12, 2010, recorded in CC# 201000020064, Real Property Records, Johnson County, Texas, as shown on survey by Eduardo Martinez, R.P.L.S. No. 5274, dated June 9, 2025.

25. Easement created in instrument executed by Tarver Equity Partners, LP to Bosque Disposal Systems, LLC, dated January 24, 2013, filed August 20, 2013, recorded in CC# 201300020537, Real Property Records, Johnson County, Texas, as shown on survey by Eduardo Martinez, R.P.L.S. No. 5274, dated June 9, 2025.

26. Mineral reservation in Deed executed by Jena L. Tarver nka Jena L. Tarver Jackson to Phelps Real Estate III, LLC, dated October 21, 2022, filed October 26, 2022, recorded in Document No. 2022-37251, Real Property Records, Johnson County, Texas.

27. Easement created in instrument executed by Mrs. N.S. Gregory to Lone Star Gas Company, dated August 19, 1925, filed February 16, 1926, recorded in Volume 252, Page 601, Deed Records, Johnson County, Texas.

28. Easement created in instrument executed by Shirley R. Clark to Lone Star Gas Company, dated January 30, 1993, filed April 25, 1973, recorded in Volume 606, Page 89, Deed Records, Johnson County, Texas, as shown on survey by Eduardo Martinez, R.P.L.S. No. 5274, dated June 9, 2025.

29. Easement created in instrument executed by A. B. Pumphrey and Jolene Pumphrey to Lone Star Gas Company, dated January 20, 1973, filed April 27, 1973, recorded in Volume 606, Page 281, Deed Records, Johnson County, Texas, as noted on survey by Eduardo Martinez, R.P.L.S. No. 5274, dated June 9, 2025.

30. Easement created in instrument executed by Mary Sparks to Brazos Electric Power Cooperative, Inc., dated February 22, 1974, filed August 1, 1974, recorded in Volume 643, Page 720, Deed Records, Johnson County, Texas, as shown on survey by Eduardo Martinez, R.P.L.S. No. 5274, dated June 9, 2025.

31. Easement created in instrument executed by Gary Walker, Shirley R. Clark and Pearl Clark to Chevron Pipe Line Company, dated January 12, 1988, filed January 15, 1988, recorded in Volume 1332, Page 944, Real Property Records, Johnson County, Texas, as shown on survey by Eduardo Martinez, R.P.L.S. No. 5274, dated June 9, 2025.

32. Easement created in instrument to Chevron Pipe Line Company, recorded in Volume 1350, Page 26, Real Property Records, Johnson County, Texas, as shown on survey by Eduardo Martinez, R.P.L.S. No. 5274, dated June 9, 2025.

33. Terms, conditions, provisions and stipulations contained in that certain Development Agreement by and between The City of Burleson, Texas and Phelps Real Estate III, LLC and RPO Properties, L.P., dated June 16, 2025, filed June 25, 2025, recorded in Clerk's File No. 2025-18407, Real Property Records, Johnson County, Texas.

Johnson County
April Long
Johnson County
Clerk

Instrument Number: 2025 - 21529

eRecording - Real Property

Warranty Deed

Recorded On: July 24, 2025 03:07 PM

Number of Pages: 11

" Examined and Charged as Follows: "

Total Recording: $61.00

********** **THIS PAGE IS PART OF THE INSTRUMENT** **********
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:		**Record and Return To:**
Document Number:	2025 - 21529	Simplifile
Receipt Number:	20250724000168	5072 North 300 West
Recorded Date/Time:	July 24, 2025 03:07 PM	
User:	Amanda T	PROVO UT
Station:	ccl83	

STATE OF TEXAS
COUNTY OF JOHNSON

I hereby certify that this Instrument was FILED **In the File Number sequence on the date/time printed hereon, and was duly** RECORDED **in the Official Records of Johnson County, Texas.**

April Long
Johnson County Clerk
Johnson County, TX

April Long

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

SPECIAL WARRANTY DEED

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF JOHNSON §

RPO PROPERTIES, L.P., a Texas limited partnership ("**Grantor**"), for and in consideration of the sum of $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, BARGAINED, SOLD, and CONVEYED and by these presents does GRANT, BARGAIN, SELL, and CONVEY unto **MV BURLESON LLC**, a Texas limited liability company ("**Grantee**") the tract or parcel of land in Johnson County, Texas, described in Exhibit A, together with all rights, titles, and interests appurtenant thereto including, without limitation, (a) Grantor's right, title and interest in and to any and all improvements located thereon; (b) Grantor's right, title and interest in and to any and all appurtenances belonging or appertaining thereto, including, but not limited to, any and all appurtenant streets, roads, alleys, easements or rights-of-way affecting said real property and any of Grantor's rights to use same; (c) Grantor's rights in and to any and all rights of ingress and egress to and from said real property; and (d) all right, title, and interest, if any, of Grantor in and to any and all strips, gores, or pieces of property abutting, bounding, or which are adjacent or contiguous to said real property (whether owned or claimed by deed, limitations or otherwise) (such land and interests are hereinafter collectively referred to as the "**Property**").

This Special Warranty Deed and the conveyance hereinabove set forth is executed by Grantor and accepted by Grantee subject to the matters described in Exhibit B attached hereto and incorporated herein by this reference, to the extent the same are validly existing and applicable to the Property (hereinafter referred to collectively as the "**Permitted Exceptions**").

Grantee acknowledges that the Property is subject to that certain Development Agreement by and among The City of Burleson, Texas, Phelps Real Estate III, LLC and RPO Properties, L.P. dated June 16, 2025 (the "**Development Agreement**"), and Grantee is bound by the terms of the Development Agreement as a Successor Landowner (as such term is defined in the Development Agreement).

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto Grantee, its successors and assigns forever, and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the title to the Property unto the said Grantee, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor but not otherwise, subject to the Permitted Exceptions.

Grantee's address is 516 West Shore Drive, Richardson, Texas 75080.

GRANTEE IS RELYING ON GRANTEE'S OWN DUE DILIGENCE INVESTIGATION IN MAKING ITS DECISION TO PURCHASE THE PROPERTY AND HAS NOT RELIED ON ANY REPRESENTATIONS OR WARRANTIES OF GRANTOR OR ANYONE ACTING ON BEHALF OF GRANTOR, EXCEPT FOR THE LIMITED WARRANTY OF TITLE SET FORTH IN THIS DEED AND THE REPRESENTATIONS AND WARRANTIES OF SELLER EXPRESSLY SET FORTH IN THAT CERTAIN UNIMPROVED PROPERTY CONTRACT DATED APRIL 22, 2024, AS AMENDED (THE

"**CONTRACT**") AND ANY DOCUMENT WHICH MAY BE EXECUTED BY THE PARTIES TO THE CONTRACT AT CLOSING UNDER THE CONTRACT (THE "**CLOSING DOCUMENTS**"). EXCEPT AS SET FORTH IN THIS DEED, IN THE CONTRACT AND THE CLOSING DOCUMENTS, THE PROPERTY IS BEING SOLD "AS IS" AND WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT AS EXPRESSLY PROVIDED IN THE CONTRACT OR ANY CLOSING DOCUMENTS, GRANTOR MAKES NO REPRESENTATION OR WARRANTY AS TO WHETHER THE PROPERTY IS IN VIOLATION OF ANY CITY, STATE OR FEDERAL LAWS, RULES, CODES, ORDERS, REGULATIONS OR ORDINANCES (COLLECTIVELY CALLED "LAWS"), INCLUDING, WITHOUT LIMITATION, ANY LAWS RELATING TO THE ENVIRONMENTAL CONDITION OF THE PROPERTY. THIS PROVISION SHALL SURVIVE THE CLOSING.

[SIGNATURE PAGE ON FOLLOWING PAGE]

EXECUTED to be effective as of July 24, 2025.

RPO PROPERTIES, L.P.,
a Texas limited partnership

By: Orr Investments, LLC,
a Texas limited liability company
Its: General Partner

By: _____
Rob Orr, President

STATE OF TEXAS §
§
COUNTY OF Ulvalde §

This instrument was acknowledged before me on July 24, 2025, by Rob Orr, President of Orr Investments, LLC, a Texas limited liability company, General Partner of RPO Properties, L.P., a Texas limited partnership, on behalf of said limited partnership.

DANA MCDONALD
Notary Public, State of Texas
Comm. Expires 08-12-2025
Notary ID 684689-9

_____
Notary Public, State of Texas

EXHIBIT A

LEGAL DESCRIPTION

BEING a 173.151 acre tract of land situated in the Garrett Fox Survey, Abstract 273 and the Ebenezer Jewell Survey, Abstract No. 447 in Johnson County, Texas, being a tract of land described in deed to RPO Properties, L.P., recorded in Instrument No. 2022-40569 of the Official Public Records of Johnson County, Texas (O.P.R.J.C.T.), said 173.151 acre tract being more particularly described as follows;

BEGINNING at a 5/8" iron rod found in the south line of F.M. 917 (Conveyor Drive) (80' Right-of-Way), being the northwest corner of a tract of land descried in deed to Jeremy Clark, recorded in Volume 4406, Page 445, of the Deed Records of Johnson County, Texas (D.R.J.C.T.);

THENCE South 00 Degrees 11 Minutes 50 Seconds West, departing the south line of said F.M. 917, along the west line of said Jeremy Clark tract, a distance of 782.04 feet to a fence corner post found at the southwest corner of said Jeremy Clark tract;

THENCE North 89 Degrees 24 Minutes 54 Seconds East, along the south line of said Jeremy Clark tract, generally along a barb wire fence, a distance of 390.98 feet to a 5/8" iron rod found at the southeast corner of said Jeremy Clark tract, same being the southwest corner of a called 3.47 acre tract of land described in deed to East Owl Properties, LLC, recorded in Instrument No. 2022-14441, O.P.R.J.C.T.;

THENCE North 89 Degrees 22 Minutes 01 Seconds East, along the south line of said 3.47 acre tract, generally along a barb wire fence, a distance of 189.81 feet to a 5/8" iron rod found at the southeast corner of said 3.47 acre tract, same being the southwest corner of Lot 1, Block 1 of Gotech Barn Addition, an addition to Johnson County, recorded in Instrument No. 2022-223, O.P.R.J.C.T.;

THENCE North 89 Degrees 36 Minutes 33 Seconds East, along the south line of Lot 1, Block 1 of said Gotech Barn Addition, generally along a barb wire fence, at a distance of 227.29 feet passing a 1/2" iron rod with orange cap found at the southeast corner of said Lot 1, Block 1, continuing for a total distance of 868.93 feet to a fence corner post found at the northwest corner of Lot 1 of Locker Place, an addition to Johnson County, Texas, recorded in Volume 6, Page 37 of the Plat Records of Johnson County, Texas, (P.R.J.C.T.);

THENCE South 00 Degrees 40 Minutes 42 Seconds East, along the west line of said Locker Place Addition, at a distance of 796.15 feet passing a 1/2" iron rod found at the southwest corner of a called 5.00 acre tract of land described in deed to Joan Cochell, recorded in Instrument No. 2012-20971, O.P.R.J.C.T., at a distance of 2,066.72 feet passing a 1/2" iron rod found at the southwest corner of Lot 11 of said Locker Place Addition, same being a tract of land described in deed to Jeffrey Horn and Lisa Marie Horn, recorded in Instrument No. 2011-2988, O.P.R.J.C.T., continuing for a total distance of 2,251.11 feet to a fence corner post found at the northeast corner of Lot 1 of Three Sisters Estates, an addition to Johnson County, Texas, recorded in Volume 11, Page 553, P.R.J.C.T.;

THENCE South 89 Degrees 13 Minutes 48 Seconds West, along the north line of Lot 1 of said Three Sisters Estates, a distance of 647.98 feet to a 1/2" iron rod found at the common corner between Lot 1 and Lot 2 of said Three Sisters Estates;

THENCE South 88 Degrees 15 Minutes 00 Seconds West, continuing along the north line of said Three Sisters Estates, a distance of 858.68 feet to a 1" iron pipe found at the northeast corner of Lot 2 Block 5 of Ridgecrest Estates, an addition to Johnson County, Texas, recorded in Volume 1, Page 31, P.R.J.C.T.;

THENCE South 89 Degrees 17 Minutes 50 Seconds West, along the north line of said Ridgecrest Estates, a distance of 880.85 feet to a 5/8" with plastic cap stamped "QUIDDITY ENG. PROPERTY CORNER" set at the northeast corner between Lot 1R2, Block 5 of Ridgecrest Estates, an addition to Johnson County, Texas, according to the Replat recorded in Volume 10, Page 823, P.R.J.C.T.;

THENCE South 89 Degrees 54 Minutes 00 Seconds West, along the north line of said Lot 1R2, Block 5, of said Ridgecrest Estates, generally along a barb wire fence, at a distance of 259.61 feet passing a 1/2" iron rod with orange cap found at the northeast corner of Lot 1R1 of said Block 5 of Ridgecrest Estates, at a distance of 465.48 feet passing a 1/2" iron rod with orange cap found at the northwest corner of Lot 1R1 of said Block 5 of Ridgecrest Estates, continuing for a total distance of 497.88 feet to a fence corner post found in the west line of Meadow Drive (variable width Right-of-Way) according to the plat of Ridgecrest Estates Section 3, an addition to Johnson County, Texas, recorded in Volume 1, Page 73, P.R.J.C.T.;

THENCE North 00 Degrees 14 Minutes 03 Seconds West, along the east line of said Ridgecrest Estates Section 3, generally along a barb wire fence, at a distance of 30.63 feet passing a 1/2" iron rod found at the southeast corner of Lot 7 of said Ridgecrest Estates Section 3, at a distance of 430.66 feet passing a 1/2" iron rod found at the common corner between Lot 6 and Lot 7, Block 12 of said Ridgecrest Estates Section 3, at a distance of 693.13 feet passing a 1/2" iron rod found between said Lot 6 and Lot 5 of said Ridgecrest Estates Section 3, at a distance of 953.68 feet passing a 1/2" iron rod found at the common corner between said Lot 5 and Lot 4, Block 12 of said Ridgecrest Addition Section 3 and continuing for a total distance of 1,505.28 feet the south line of a called 1.00 acre tract of land described in deed to C. W. Vest and Linda Vest, recorded in Volume 783, Page 134, D.R.J.C.T.;

THENCE North 03 Degrees 11 Minutes 48 Seconds East, along the west line of the aforementioned RPO Properties, L.P. tract, a distance of 433.19 feet to a 5/8" iron rod with plastic cap stamped "QUIDDITY ENG. PROPERTY CORNER" set at the southeast corner of a called 13.32 acre tract of land described in deed to C. W. Vest and Linda Jo Vest, recorded in Volume 553, Page 44, D.R.J.C.T.;

THENCE North 01 Degrees 22 Minutes 49 Seconds East, along the east line of said 13.32 acre Vest tract, generally along a barb wire fence, a distance of 600.21 feet to a 5/8" iron rod with plastic cap stamped "QUIDDITY ENG. PROPERTY CORNER" set at the southeast corner of a tract of land described in deed to Charles Dickerson and Eugenia Dickerson, recorded in Volume 553, Page 711, D.R.J.C.T.;

THENCE North 00 Degrees 06 Minutes 06 Seconds West, along the east line of said Dickerson tract, generally along a barb wire fence, a distance of 467.43 feet to a 5/8" iron rod with plastic cap stamped "QUIDDITY ENG. PROPERTY CORNER" set in the south Right-of-Way line of the aforementioned F.M. 917, also being the beginning of a non-tangent curve to the right;

THENCE Northeasterly, along the south line of said F.M. 917 and along said non-tangent curve to the right having central angel of 30 Degrees 01 Minutes 08 Seconds, a radius 427.18 feet, an arc distance of 223.81 feet and a chord bearing and distance of North 74 Degrees 43 Minutes 43 Seconds East, 221.26 feet to a 1/2" iron rod found at the northwest corner of a called 1.00 acre tract of land described in deed to Carol Ann Wylie, recorded in Volume 4090, Page 907, D.R.J.C.T.;

THENCE South 00 Degrees 02 Minutes 33 Seconds East, departing the south line of said F.M. 917, along the west line of said Wylie 1.00 acre tract, a distance of 271.63 feet to a 5/8" iron rod found at the southwest corner of said Wylie 1.00 acre tract;

THENCE North 89 Degrees 54 Minutes 21 Seconds East, along the south line of said Wylie 1.00 acre tract, a distance of 159.88 feet to a 5/8" iron rod found at the southeast corner of said Wylie 1.00 acre tract;

THENCE North 00 Degrees 07 Minutes 32 Seconds West, along the east line of said Wylie 1.00 acre tract, a distance of 272.80 feet to a 5/8" iron rod found at the northeast corner of said Wylie 1.00 acre tract and the south line of said F.M. 917;

THENCE North 89 Degrees 56 Minutes 59 Seconds East, along the south line of said F.M. 917, a distance of 1,006.67 feet to the **POINT OF BEGINNING** and containing 173.151 acres of land more or less.

EXHIBIT B

PERMITTED EXCEPTIONS

1. Any right of adjoining property owners in and to that part of the hereinabove property which may constitute accretion or avulsion by virtue of the possible shifting of the bed or shores of the river, stream or body of water which bounds the Property.

2. Rights of the general public and the State of Texas in the water of streams or the rights of riparian and appropriation owners in the waters of such.

3. Standby fees, taxes and assessments by any taxing authority for the year 2025 which shall be prorated between Grantor and Grantee as of the date hereof, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year.

4. Mineral and/or royalty interest as set forth in instrument executed by Darla J. Bradshaw, Independent Executor of the Estate of Lucille Jackson, Deceased to RPO Properties, LP, dated November 29, 2022, filed November 30, 2022, recorded in Clerk's File No. 2022-40569, Real Property Records, Johnson County, Texas.

5. Easement created in instrument executed by C.R. Briley and Myrtle to Sinclair Pipe Line Company, dated November 8, 1955, filed December 14, 1955, recorded in Volume 405, Page 401, Real Property Records, Johnson County, Texas.

6. Easement created in instrument executed by Lucille Jackson to Johnson County Electric Cooperative Association, filed September 28, 1994, recorded in Volume 1830, Page 594, Real Property Records, Johnson County, Texas.

7. Easement created in instrument executed by to C.R. Briley deceased Lucille Jackson to Johnson County Electric Cooperative dated March 23, 1999, filed November 15, 1999, recorded in Volume 2405, Page 814, Real Property Records, Johnson County, Texas.

8. Easement created in instrument executed by A. D. Jackson and Lucille Jackson to Southwestern Gas Pipeline, Inc., dated February 29, 2008, filed May 20, 2008, recorded in Volume 4360, Page 569, Real Property Records, Johnson County, Texas.

9. Easement created in instrument executed by A. D. Jackson and Lucille Jackson to Hollis R. Sullivan, Inc., dated May 30, 2008, filed July 21, 2008, recorded in Volume 4404, Page 378, Real Property Records, Johnson County, Texas.

10. Easement created in instrument executed by Lucille B. Jackson and A. D. Jackson to Hollis R. Sullivan, Inc., filed August 1, 2008, recorded in Volume 4440, Page 674, Real Property Records, Johnson County, Texas.

11. Easement created in instrument executed by A.D. Jackson and Lucille Jackson to Southwestern Gas Pipeline, Inc., dated August 29, 2008, filed September 11, 2008, recorded in Volume 4445, Page 439, Real Property Records, Johnson County, Texas.

12. Easement created in instrument executed by A.D. Jackson and Lucille Jackson to Williams Barnett Gathering System, L.P., dated November 17, 2008, filed December 3, 2008, recorded in Volume 4499, Page 20, Real Property Records, Johnson County, Texas.

13. Easement created in instrument executed by A.D. Jackson and Lucille Jackson to Devon Energy Production Company, L.P., dated Dec 23, 2008, filed Jan 21, 2009, recorded in Volume 4522, Page 265, Real Property Records, Johnson County, Texas.

14. Easement created in instrument executed by A.D. Jackson and Lucille Jackson to Southwestern Gas Pipeline, Inc., dated 2/18/2009, filed 3/27/2009, recorded in Volume 4560, Page 258, Real Property Records, Johnson County, Texas.

15. Easement created in instrument executed by A.D. Jackson and Lucille Jackson to Southwestern Gas Pipeline, Inc., dated 5/11/2010, filed 6/4/2010, recorded in CC# 201000015774, Real Property Records, Johnson County, Texas.

16. Easement created in instrument executed by Lucille and A. D Jackson to Bosque Disposal Systems, LLC, dated February 27, 2013, filed August 20, 2013, recorded in CC# 201300020567, Real Property Records, Johnson County, Texas.

17. The following matters shown on survey by Eduardo Martinez, R.P.L.S. 5274, dated June 9, 2025:

a. Variations between the fence lines and Property lines;

b. Flood zone area;

c. Water line along part of the east side of Property;

d. Location of wetland in the southeast part of Property;

e. Electric line(s) and poles along the north Property line; and

f. Any underground lines as disclosed by telephone pedestals, electric line(s) and poles along the north Property line.

18. Terms and provisions of Development Agreement by and between the City of Burleson, Texas and Phelps Real Estate III and RPO Properties, L.P. dated June 16, 2025, filed June 25, 2025, recorded in Clerk's File No. 2025-18407, Real Property Records, Johnson County, Texas.

Johnson County
April Long
Johnson County
Clerk

Instrument Number: 2025 - 21521

eRecording - Real Property

Warranty Deed

Recorded On: July 24, 2025 02:27 PM

Number of Pages: 9

" Examined and Charged as Follows: "

Total Recording: $53.00

********** **THIS PAGE IS PART OF THE INSTRUMENT** **********
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:		**Record and Return To:**
Document Number:	2025 - 21521	Simplifile
Receipt Number:	20250724000145	5072 North 300 West
Recorded Date/Time:	July 24, 2025 02:27 PM	
User:	Honor C	PROVO UT
Station:	CCL45	

STATE OF TEXAS
COUNTY OF JOHNSON

I hereby certify that this Instrument was FILED **In the File Number sequence on the date/time printed hereon, and was duly** RECORDED **in the Official Records of Johnson County, Texas.**

April Long
Johnson County Clerk
Johnson County, TX

April Long

City Council Regular Meeting

DEPARTMENT: **Capital Engineering**

FROM: **Eric Oscarson, Deputy City Manager**

MEETING: **August 4, 2025**

SUBJECT:

Consider and take possible action on a Guaranteed Maximum Price (GMP) contract with Byrne Construction Services for Phase 1 of the Police Headquarters Expansion and Remodel in the amount of $9,007,947. (FA2301) (*Staff Contact: Eric Oscarson, Deputy City Manager)*

SUMMARY:

On May 7, 2022, the Burleson voters approved Proposition B for the public safety facility improvements and construction which included the Police Headquarters Expansion. In January 2023, City Council approved Brinkley Sargent Wiginton as the architect for the design. In June 2023, staff completed an evaluation of Construction Manager at Risk (CMAR)proposals and selected Byrne Construction. Since June 2023, BSW, Byrne, and staff have been working through schematic design, design development, and finally completing construction documents.

CMAR is a project delivery method in the construction industry where the construction manager provides pre-construction services and then acts as the general contractor, delivering the project with a Guaranteed Maximum Price (GMP). GMP is a construction contract that sets a ceiling on the total cost a project owner will pay, regardless of the actual cost incurred by the contractor. This allows us to shift risk off the city and on to the contractor. A construction manager-at-risk shall publicly advertise for bids or proposals and receive bids or proposals from trade contractors or subcontractors for the performance of all major elements of the work.

Byrne Construction has been in business since 1923 and headquartered in Fort Worth. They have an annual contract volume of $431M with 105 employees.

The GMP Early Release Package will include:

Site Enabling – Stormwater pollution protection (SWPPP), tree protection, supplemental layout/survey, SWPPP maintenance for duration of the project
Earthwork – Site demolition, mass grading, paving subgrade preparation, building pad preparation
Site Utilities – Site storm drain piping, domestic & fire water service, public water line, sanitary sewer service
Selective Demolition – Demolition of the canopy at the Municipal Courts Building
Concrete – Site Parking Paving
Structural Steel – Steel Package for entire project

Plumbing – Site natural gas line & temporary water to the construction office trailer
Electrical

- Purchase only of generator & automatic transfer switch
- Site underground work to install raceways under paving for site power, lighting, data & security systems

The total cost of the first GMP is $9,007,947

RECOMMENDATION:

Approve a Guaranteed Maximum Price (GMP) contract with Byrne Construction Services for Phase 1 of the Police Headquarters Expansion and Remodel in the amount of $9,007,947.

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

May 7, 2022 – Voters Approved Proposition B

January 2023 – Council Approved Architect to design facility

REFERENCE:

N/A

FISCAL IMPACT:

Proposed Expenditure/Revenue: $9,007,947
Project Number: FA2301
Account Description: Police Expansion

STAFF CONTACT:

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

Burleson Police Headquarters Expansion Project

City Council
August 4, 2025

Background

- May 7, 2022 – Burleson voters approved Proposition B for the public safety facility improvements and construction which included the Police Headquarters Expansion.
- January 2023 – Council approved the selection of Brinkley Sargent Wiginton (BSW) as the architecture firm for the design od the Police Expansion project.
- June 2023 – Staff completed an evaluation of Construction Manager at Risk (CMAR) proposals, completed interviews, and selected Byrne Construction as the CMAR for the project.

Background

- June 2023 – May 2024 – BSW completed comprehensive reviews of previous studies and schematic design.
- May 2024 – October 2024– BSW completed the design development phase.
- October 2024 – July 2025 – BSW completed construction documents.

BURLESON POLICE
BURLESON POLICE DEPARTMENT

Construction Manager at Risk (CMAR)

CMAR is a project delivery method in the construction industry where the construction manager provides pre-construction services and then acts as the general contractor, delivering the project with a Guaranteed Maximum Price (GMP).

During pre-construction services, the CMAR acts as a check to ensure what the architect is designing can be built and within the project budget.

GMP is a construction contract that sets a ceiling on the total cost a project owner will pay, regardless of the actual cost incurred by the contractor.

If the project comes in under budget, the city receives the savings.

This allows us to shift risk off the city and on to the contractor.

Byrne Construction

Founded in 1923
- 102 years of commercial building experience in North Texas

Headquartered in Fort Worth
- Byrne also has a full-service office in San Antonio

$431 Million in Annual Contract Volume

105 Employees

Veteran-Owned
- Largest Hispanic-Owned contractor in Texas

Project Mix:
- 89% Negotiated (CMAR / DB)
- 11% Competitive Bid

Byrne Construction

Recent Experience

Sherman Police Headquarters
- Budget - $15,497,320
- Final - $15,497,320

Bob Bolen Public Safety Complex (Fort Worth)
- Budget - $80,402,771
- Final - $83,687,997*

Waxahachie Police Headquarters
- Budget - $13,524,389
- Final - $13,524,389

Azle Town Hall and Police Facility
- Budget - $12,601,947
- Final - $12,601,947

*Owner Initiated Change Orders after GMP

Bidding Process and Requirements

A construction manager-at-risk shall publicly advertise for bids or proposals and receive bids or proposals from trade contractors or subcontractors for the performance of all major elements of the work.

Multiple GMPs

In certain cases, a project can be divided into multiple GMP packages based on the scope of the work. This is often due to phasing of the project, long lead time items, project scope and multiple other factors.

The Police Headquarters Project is being split into two GMP packages.

GMP Early Release Package

Site Enabling – Stormwater pollution protection (SWPPP), tree protection, supplemental layout/survey, SWPPP maintenance for duration of the project

Earthwork – Site demolition, mass grading, paving subgrade preparation, building pad preparation

Site Utilities – Site storm drain piping, domestic & fire water service, public water line, sanitary sewer service

Selective Demolition – Demolition of the canopy at the Municipal Courts Building

Concrete – Site Parking Paving

Structural Steel – Steel Package for entire project

Plumbing – Site natural gas line & temporary water to the construction office trailer

Electrical

- Purchase only of generator and automatic transfer switch
- Site underground work to install raceways under paving for site power, lighting, data & security systems

GMP Main Package (Fall 2025)

Landscaping and Irrigation

Perimeter Fencing

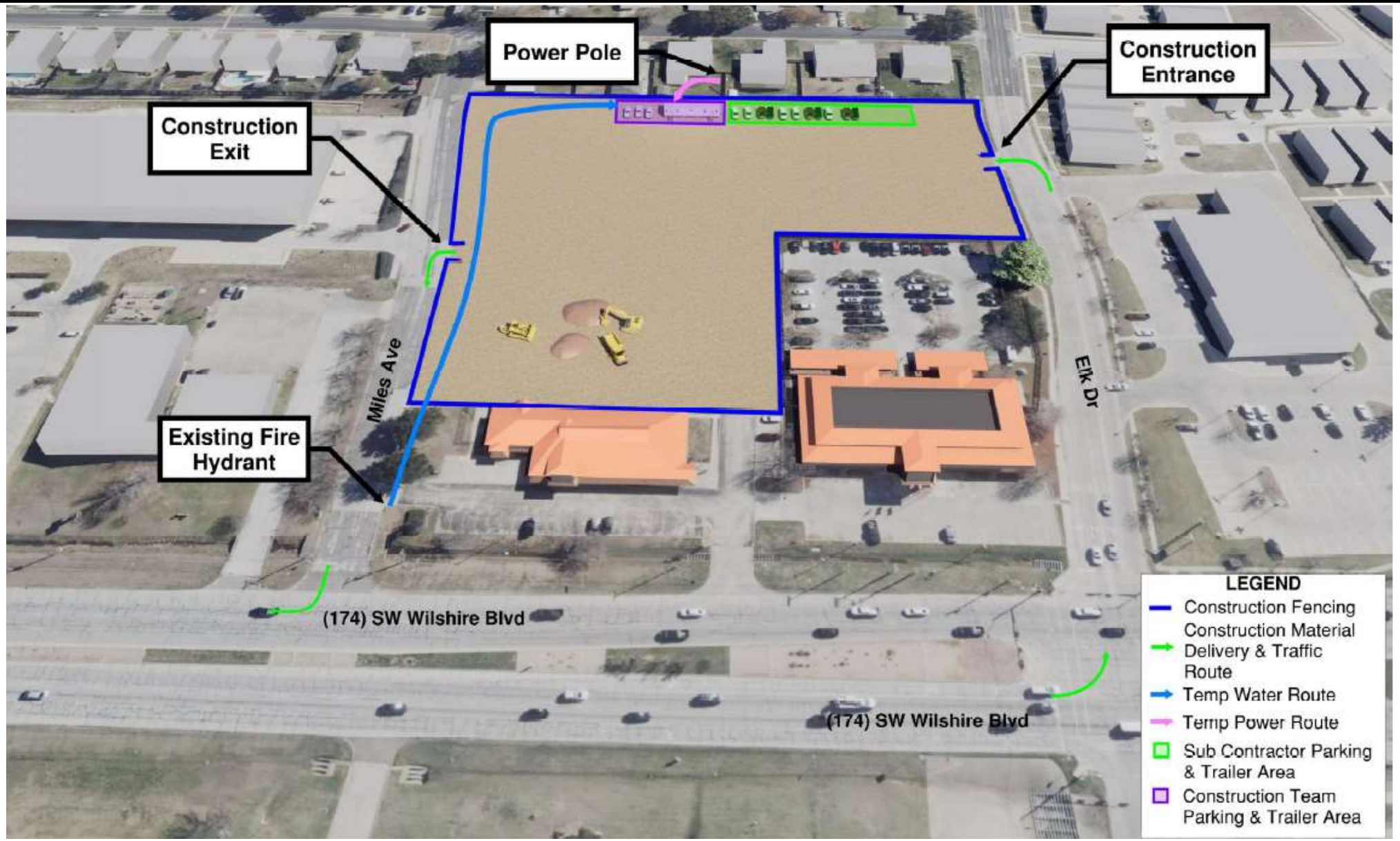
Concrete Sidewalks

Site Masonry

Pavement Markings

IT Cabling and Security

All Remaining Scope for Construction of Buildings B, C, D and renovation of Building A


Power Pole
Construction Entrance
Construction Exit
Existing Fire Hydrant
Miles Ave
Elk Dr
(174) SW Wilshire Blvd
(174) SW Wilshire Blvd
LEGEND
Construction Fencing
Construction Material Delivery & Traffic Route
Temp Water Route
Temp Power Route
Sub Contractor Parking & Trailer Area
Construction Team Parking & Trailer Area

Budget

Total Project Budget

$44,038,947

Estimated Construction Cost

$39,312,195

GMP Early Release Estimate

$8,994,091

GMP Actual Cost

$9,036,361

Future Considerations

Volatile Pricing Market
- Technology
- Electrical Components

Existing Roof and HVAC
- Not included in original scope
- Included as an Add. Alt in Main GMP

Owners Representative
- Not currently budgeted
- City has benefitted previously from these services at City Hall and FS#1

Next Steps

August 11, 2025 – Mobilize and Close off Site

September 2025 – Ground Breaking Ceremony

October 2025 – Main GMP Package to Council

Anticipate Total Construction Time – 24 Months

Recommendation

Approval of a Guaranteed Maximum Price (GMP) contract with Byrne Construction Services for Phase 1 of the Police Headquarters Expansion and Remodel in the amount of $9,036,361.

Questions / Discussion

City Council Regular Meeting

DEPARTMENT: **Parks and Recreation**

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

MEETING: **August 4, 2025**

SUBJECT:

Consider and take possible action on a resolution authorizing the rejection of bids for RFCSP 2025-002 for the construction of Shannon Creek Park. *(Staff Contact: Jen Basham, Parks and Recreation Director)*

SUMMARY:

On June 6, 2025, staff held the bid opening for RFCSP 2025-002 after public advertisement and release of construction documents for the Shannon Creek Nature Park. Six proposals were received, with bid amounts ranging from $3,611,623.89 to $4,873,523.58.

The lowest responsible bid, submitted by Northstar Construction at $3,611,623.89, significantly exceeds the City's allocated budget of $1.8 million for this phase of the project.

The substantial discrepancy between the project budget and bid responses is attributed to ongoing market volatility and continued supply chain disruptions, which have led to inflated construction and material costs. After evaluating the bids and consulting with the design and engineering team, it has been determined that proceeding under the current scope is not feasible.

Staff is recommending to bring the item back to park board for consideration of a refined scope and bringing a new scope recommendation to Council for consideration.

RECOMMENDATION:

Staff recommends approval of the resolution as presented

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

N/A

REFERENCE:

Insert CSO# if applicable
Insert resolution or ordinance change

FISCAL IMPACT:

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

STAFF CONTACT:

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

Shannon Creek Nature Park

Bid Rejection Recommendation

PRESENTED TO THE CITY COUNCIL – JULY 21, 2025

JEN BASHAM, DIRECTOR OF PARKS AND RECREATION

Project Background

Shannon Creek is centrally located as part of our park system and creates linkages between multiple trails, parks, and open space. It is positioned to serve over 4,000 households within 1 mile.

- Identified as priority in the 2019 Parks and Recreation Master Plan
- Fall 2021: Round 1 Public Engagement
  - 303 online survey responses + 28 in-person town hall attendees.
  - Community provided input on desired park features.
  - Council presentation held on Nov. 8, 2021; supported moving forward with design ($3.23M construction estimate).
- Feb. 7, 2022
  - Council awarded design contract to Studio Outside for $488,985.
- Fall 2022: Public Engagement Round 2
  - 509 survey responses + 32 on-site participants.
  - Focus on parking, screening, and programming.
  - Input led to a phased design approach with strong neighborhood support.
- Nov. 2022
  - Council approved phased design; Park Board unanimously supported final concept and phasing.
- Ongoing
  - Staff has finalized construction documents, incorporating updates with consideration of the newly oncoming community park to avoid duplication and ensure equitable distribution of amenities.
  - The project was released for bid on June 6, 2025.
  - This project required extensive time and coordination to complete flood studies, addressing both current drainage conditions and future needs.
  - Council has been briefed on design direction updates during Capital Improvement Program discussions.

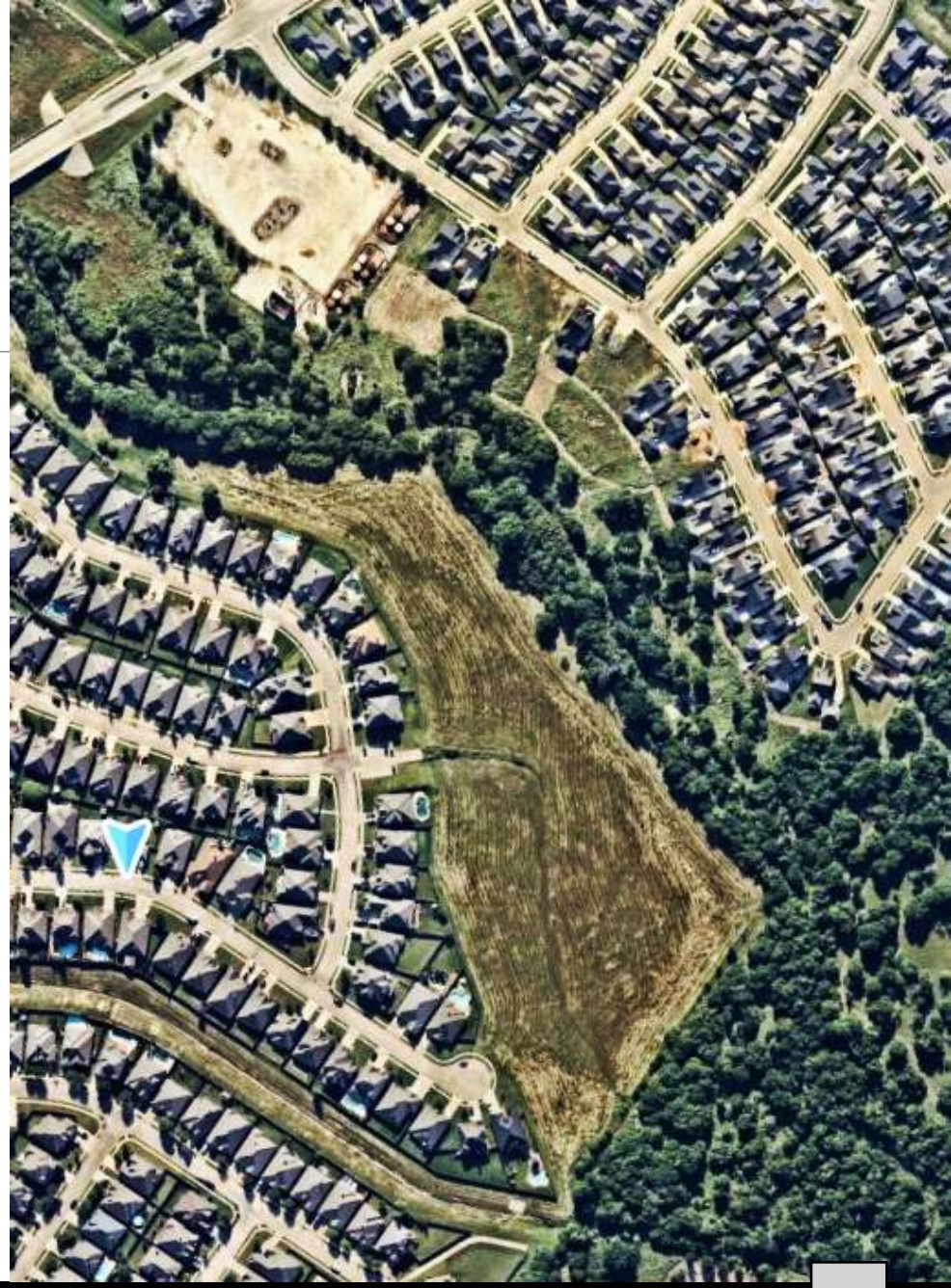
Current Project Overview

- **Location:** 1624 Stillwater Drive, Burleson, TX 76028
- **Size:** 14.86 acres
- **Total Project Budget:** $1.8 million
- **Purpose:** Transform undeveloped land into a nature-based community park; Strengthen connectivity within the Burleson parks and trails network
- **Key Features:**
  - Fishing pond with pier and boardwalk
  - Natural surface trails and paved walkways
  - Wildflower areas and native tree plantings
  - Site furnishings and landscape enhancements
  - Integrated storm water management and drainage solutions

Bid Summary

Bid Opening Date: June 6, 2025
Bid Closing Date: July 2, 2025
Total Bids Received: 6

- Submitted Bids (Lowest to Highest):
  - Northstar Construction: $3,611,623.89
  - Home Run Construction: $3,827,476.16
  - Millis Development & Construction: $3,893,514.72
  - The Fain Group: $$4,519,529.49
  - 2L Construction: $4,563,991.63
  - C. Green Scaping: $4,873,523.58



Reason for Rejection

- Contributing factors include ongoing market volatility and continued supply chain disruptions, both of which are driving construction and material costs higher than originally anticipated.
- Staff is proposing re-evaluating this project holistically by taking it back to park board and bringing forth a new recommendation prior to re-bidding.
- Options may include:
- Any option that removes the pond and features
  - *Note that removal of the pond will trigger a new flood study which will add a minimum of 6 months and $75,000 to the project
- As a natural area that would limit the scope to natural foot paths, and re-vegetation of trees, prairies and wildflowers
  - Would still include irrigation as a component, but the park would be minimally developed
- Not move forward with Shannon Creek at this time

OPTIONS

Approve resolution rejecting bids for (RFCSP 2025-002) for the construction of Shannon Creek Nature Park.

Deny

Questions / Comments

Jen Basham
Parks and Recreation
jbasham@burlesontx.com
817.426.9201

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, REJECTING ALL PROPOSALS RESPONSIVE TO CITY OF BURLESON REQUEST FOR COMPETITIVE SEALED PROPOSALS NUMBER 2025-002.

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

WHEREAS, the City issued a request for competitive sealed proposals in RFCSP 2025-002 for the construction of Shannon Creek Nature Park to implement the approved design; and

WHEREAS, the City received six proposals in response to RFCSP 2025-002; and

WHEREAS, the City Council desires to reject all proposals received in response to RFCSP 2025-002.

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

Section 1.

The City Council hereby rejects all proposals received in response to RFCSP 2025-002.

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 FORM:

_____
E. Allen Taylor, Jr., City Attorney

City Council Regular Meeting

DEPARTMENT: **Finance**

FROM: **Harlan Jefferson, Deputy City Manager**

MEETING: **August 4, 2025**

SUBJECT:

Consider and approve an ordinance authorizing the issuance of City of Burleson, Texas, Combination Tax and Limited Surplus Revenue Certificates of Obligation, Series 2025; establishing procedures and delegating authority for the sale and delivery of the Certificates; providing an effective date; and enacting other provisions relating to the subject.(First and Final Reading) *(Staff Contact: Harlan Jefferson, Deputy City Manager)*

SUMMARY:

As part of the FY 2024-2025 Capital Improvement Program (CIP), projects approved by the City Council during the budget process and presented in reimbursement resolutions also approved by the City Council on November 18, 2024, are being proposed by staff for the issuance of Certificates of Obligation (COs). We have identified capital projects in the amount of $45,255,358 to be included in the proposed FY 2025 Certificates of Obligation sale. The debt issuance by each Fund is as follows:

- $ 21,516,341 General Government (General Fund)
- $ 9,927,930 Water and Sewer (Self-Supported)
- $ 5,401,277 4A Economic Development Corporation (Self-Supported)
- $ 7,903,232 4B Community Service Corporation (Self-Supported)
- $ 506,578 TIF #2 (Self-Supported)

$ 45,255,358 Total

The proposed amounts for debt issuance will be rounded to the nearest $5,000. In addition, we are requesting authorization to issue certificates in an amount not to exceed $45,260,000, in case market conditions change at the time of the sale of the Certificates of Obligation, to cover debt issuance costs.

We began the bond issuance and notification process when the City Council approved a resolution of the Notice of Intent to issue Certificates of Obligation on June 16, 2025. The City Council also directed staff to bring forward a parameters ordinance for consideration this year due to uncertainty in the marketplace. The parameters under which the certificates can be sold are as follows:

- The aggregate principal amount of the Certificates shall not exceed $45,260,000;
- The true interest cost of the Certificates shall not exceed 5%;
- The final maturity of the Certificates shall not be later than March 1, 2045; and
- The delegation made hereby shall expire if not exercised by the Pricing Officer within ninety (90) days from the date of adoption hereof.

RECOMMENDATION:

Move approval of the ordinance authorizing the issuance of City of Burleson, Texas, Combination Tax and Limited Surplus Revenue Certificates of Obligation, Series 2025; establishing procedures and delegating authority for the sale and delivery of the Certificates; providing an effective date; and enacting other provisions relating to the subject.

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

On September 9, 2024, the Council approved the final reading of the City's FY 2024-2025 annual budget with the five-year capital improvement plan.

On November 18, 2024, the Council approved an updated capital improvement plan.

On November 18, 2024, the Council approved a resolution declaring its intention to reimburse an amount not to exceed $86,430,000 for an array of public works, public safety, parks and recreation, and water and wastewater projects.

On May 27th, 2025, the Council reviewed an updated capital improvement plan.

On June 16, 2025, the City Council approved a notice of intent resolution to issue combination tax and revenue certificates of obligation.

REFERENCE:

N/A

FISCAL IMPACT:

N/A

STAFF CONTACT:

Harlan Jefferson
Deputy City Manager
hjefferson@burlesontx.com
817-426-9651

Debt Parameters Ordinance

PRESENTED TO THE CITY COUNCIL ON AUGUST 4, 2025

Summary

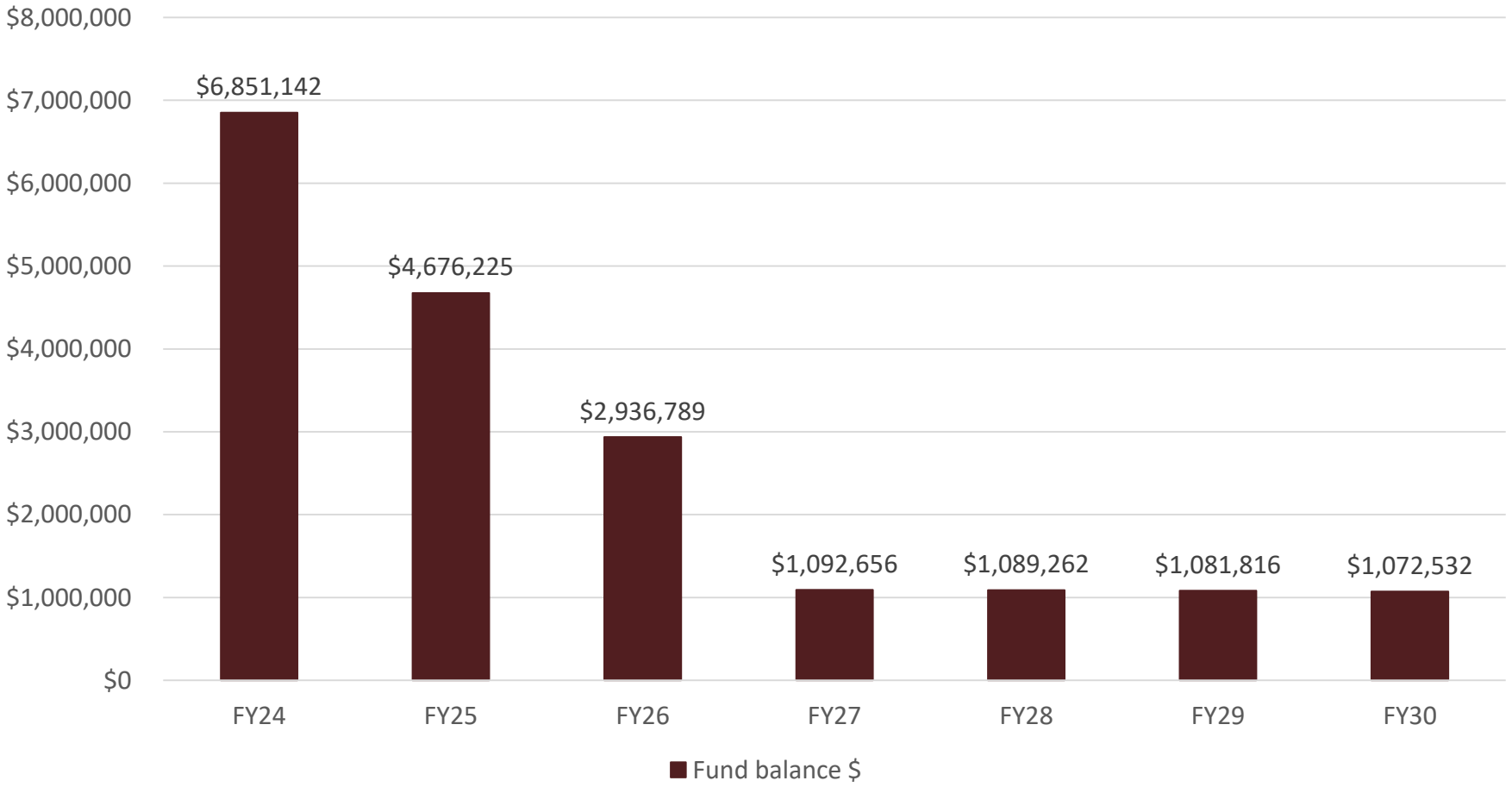
- Certificate of Obligation bonds not to exceed $45,260,000
  - $ 21,516,341 General Government COs
  - $ 9,927,930 Water and Sewer COs
  - $ 5,401,277 4A Economic Development Corporation COs
  - $ 7,903,232 4B Community Service Corporation COs
  - $ 506,578 TIF #2 COs
- General Obligation Bonds for $8,396,260.
- The General Obligation Bond program was approved by voters on May 7, 2022.
- The proposed amounts for debt issuance will be rounded to the nearest $5,000.

NOTE: For water and sewer COs, the City assumes it will issue reimbursement resolution in year 1 of CIP, issue debt in year 2, and begin payments in year 3

General Government
5-Year CIP Plan
FY 2025-2029
(Revised)

Project #	Project Name	2025	2026	2027	2028	2029	Total Per Project (FY25-29)
	GO Bond Projects						
ST2_50	Neighborhood Street Rebuilds	$750,000	$750,000	$261,876	$750,000	$2,597,953	$5,109,829
ST2202	Alsbury Ph. 2 -Hulen to CR1020 (Bridge)	$5,646,260					$5,646,260
FA2301	Police Expansion		$13,607,500	$16,409,500			$30,017,000
ST2501	SH174 Widening (Schematic & Environmental)				$750,000		$750,000
ST2306	Hulen at Wilshire Intersection	$200,000	$1,501,027				$1,701,027
	Hulen Widening (SH174 to Candler) (Design 4 Lanes; Build 2 Lanes)	$1,800,000	$6,003,653				$7,803,653
ST2503	Elk, Hillside, & FM731- Ped. & Int. Improvements		$204,871	$403,834			$608,705
FA2601	Fire Station #4				$2,500,000		$2,500,000
ST2601	FM 1902 and CR 910 Pedestrian Mobility		$300,000	$1,189,901			$1,489,901
ST2602	Wilshire Blvd. (SH174) Construction Documents (Hulen to City Limits)					$1,600,000	$1,600,000
	Additional Projects and Funding						
FA2302	Fire Station #1	$1,100,000					$1,100,000
FA2301	Police Expansion	$7,606,145					$7,606,145
ST2302	Alsbury Ph. 1B -Candler to Hulen Outside Lanes	$2,815,444					$2,815,444
ST2202	Alsbury Ph. 2 -Hulen to CR1020 (Bridge)	$2,116,276					$2,116,276
ST2306*	Hulen Widening (SH174 to Candler) (Design 4 Lanes; Build 2 Lanes)	$2,267,711	$11,770,242				$14,037,953
ST2503	Elk, Hillside, & FM731- Ped. & Int. Improvements			$705,749			$705,749
ST2_50	Additional Pavement Rehab	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$5,000,000
167361	Quiet Zone at Dobson Street and County Road 714			$1,045,541			$1,045,541
ST2309	Village Creek Parkway Expansion (Tarrant Co. Bond 50% Match)	$1,660,765					$1,660,765
FR2501	Two Fire Engines & Equipment	$2,600,000					$2,600,000
FR2502	Eight Storm Sirens	$350,000					$350,000
	Two New Ambulances		$1,326,000				$1,326,000
	One Replacement Street Sweeper		$325,000				$325,000
	Four Replacement Ambulances				$2,652,000		$2,652,000
	One New Ladder Truck					$2,438,197	$2,438,197
	One New Brush Truck					$367,332	$367,332
	One Replacement BearCat					$350,000	$350,000
	GO Bond TOTAL	$8,396,260	$22,367,051	$18,265,111	$4,000,000	$4,197,953	$57,226,375
	GO Capacity TOTAL	$21,516,341	$14,421,242	$2,751,290	$3,652,000	$4,155,529	$46,496,402
	CASH	$0	$0	$0	$0	$0	$0
	OTHER	$0	$0	$0	$0	$0	$0
	Total all funding sources	$29,912,601	$36,788,293	$21,016,401	$7,652,000	$8,353,482	$103,722,777

General Debt Service Fund

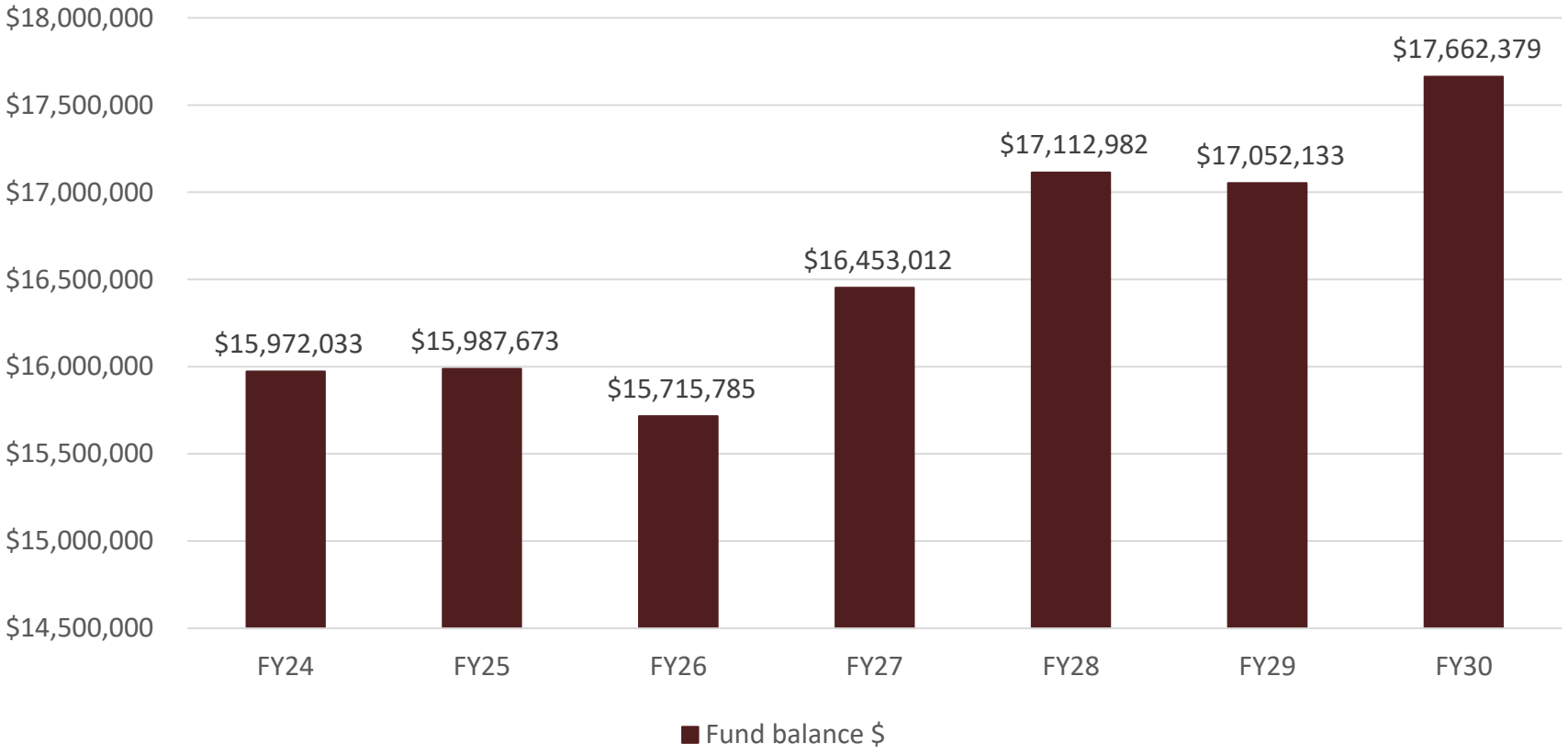


Water & Wastewater 5-Year CIP Plan FY 2024-2029 (Revised)

Project #	Water Projects Name	2024	2025	2026	2027	2028	2029	Total Per Project (FY24-29)
WW2_90	Waterline Rehabilitation	$2,000,000		$2,000,000	$2,000,000	$2,000,000	$2,000,000	$10,000,000
WA2301	Industrial Blvd Pump Station Expansion & Alsbury Pump Station Decommissior	$1,192,289	$15,913,678	$3,857,228				$20,963,195
WA2302	12" Willow Creek Waterline Looping		$837,619					$837,619
WA2401	Hulen Ground Storage Tank Rehabilitation			$152,000	$1,354,557			$1,506,557
DR2301	Service Center Detention	$1,250,000						$1,250,000
WA2403	8" Village Creek and 8" CR 715 Water Line Looping	$246,446	$1,177,838					$1,424,284
WA2502	Mountain Valley EST and GST Demolition			$84,395	$752,333			$836,728
ST2306*	16" Hulen Street Waterline		$464,889		$5,853,180			$6,318,069
WA2503	12" Waterline Loop for Mountain Valley		$410,248	$1,072,813				$1,483,061
WA2306	Offsite Water Supply from Fort Worth	$651,211	$2,193,995		$13,486,298			$16,331,504
WA2602	Hulen Pump Station Expansion					$391,255	$2,804,349	$3,195,604
	New Mountain Valley 0.75 MG EST				$475,000	$3,200,000		$3,675,000
WA2701	Turkey Peak Elevated Storage Tank Rehabilitation					$200,211	$1,437,171	$1,637,382
WA2702	Hidden Creek Pkwy Tank Rehab					$499,993		$499,993
WA26__	PLC Upgrade Project		$1,155,000					$1,155,000
	Water Bond Total	**$5,339,946**	**$22,153,267**	**$7,166,436**	**$23,921,368**	**$6,291,459**	**$6,241,520**	**$71,113,996**

Project #	Sewer Projects Name	2024	2025	2026	2027	2028	2029	Total Per Project (FY24-29)
WW2_90	Sewer Line Rehabilitation	$3,000,000		$1,687,839	$3,000,000	$3,000,000	$3,000,000	$13,687,839
WW2301	Trunk Relief Line (Town Creek Basin Parallel Buildout Interceptors)		$344,794	$24,178,034	$3,500,000			$28,022,828
WW2302	Lift Station Rehabilitations	$832,984						$832,984
WW2401	SE Tarrant Sewer Erosion Control(aka Sewer Line Protection-Booger Creek Im	$600,000						$600,000
WW2402	Sewer Line Easement Accuisition - Mockingbird to CR913	$155,000						$155,000
WW2502	Parkview Dr Sewer Upsizing to 10"			$139,285	$1,000,558			$1,139,843
WW2601	12" Wastewater line Replacement in Village Creek Basin (Golf Course)		$317,776	$2,454,224				$2,772,000
WW26__	Phase II - 24" Parallel Sewer from FM 731 to Village Creek					$3,780,000	$2,310,000	$6,090,000
WW26__	FM 917 and 35W Lift Station and Pressure Main			$600,724	$3,681,096			$4,281,820
WW26__	Future Sewer Capacity Study			$105,000				$105,000
WW26__	Chisholm West Lift Station Force Main / Collector			$913,500	$6,510,000			$7,423,500
WW26__	Hyder Ranch Masterplan Sewer (G-B, G-C & C-H)					$3,465,000		$3,465,000
WW26__	Legacy Hill Sewer Extension			$651,000				$651,000
	Sewer Vacuum Truck		$518,000					$518,000
	Sewer Bond Total	**$4,587,984**	**$1,180,570**	**$30,729,606**	**$17,691,654**	**$10,245,000**	**$5,310,000**	**$69,744,814**
	Water & Sewer Bond Total	**$9,927,930**	**$23,333,837**	**$37,896,042**	**$41,613,022**	**$16,536,459**	**$11,551,520**	**$140,858,810**

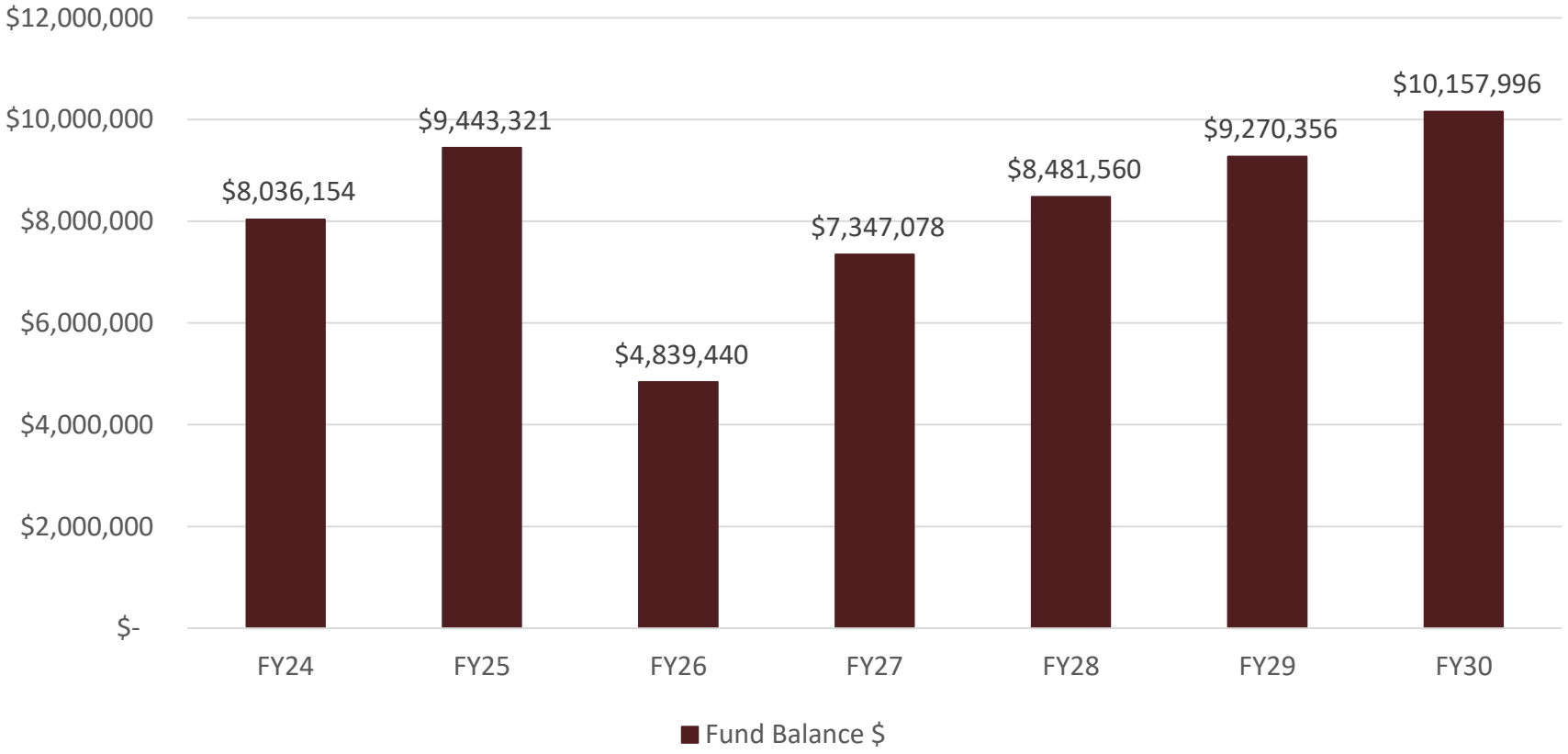
Water and Wastewater Fund



4A Capital Projects Plan
FY 2025-2029
(Revised)

Project #	4A Projects Name	2025	2026	2027	2028	2029	Total Per Project (FY25-29)
ST2301	Alsbury Blvd	$4,001,277		$5,000,000	$5,000,000		**$14,001,277**
DV2302	Lakewood Drive Extension	$100,000		$4,000,000			**$4,100,000**
	Hooper Business Park Sign			$500,000			**$500,000**
	Future Project				$10,000,000		**$10,000,000**
	Project Wave	$800,000					**$800,000**
	West Side Infrastructure	$500,000	$5,000,000				**$5,500,000**
	4A Bond Total	**$5,401,277**	**$5,000,000**	**$9,500,000**	**$15,000,000**	**$0**	**$34,901,277**

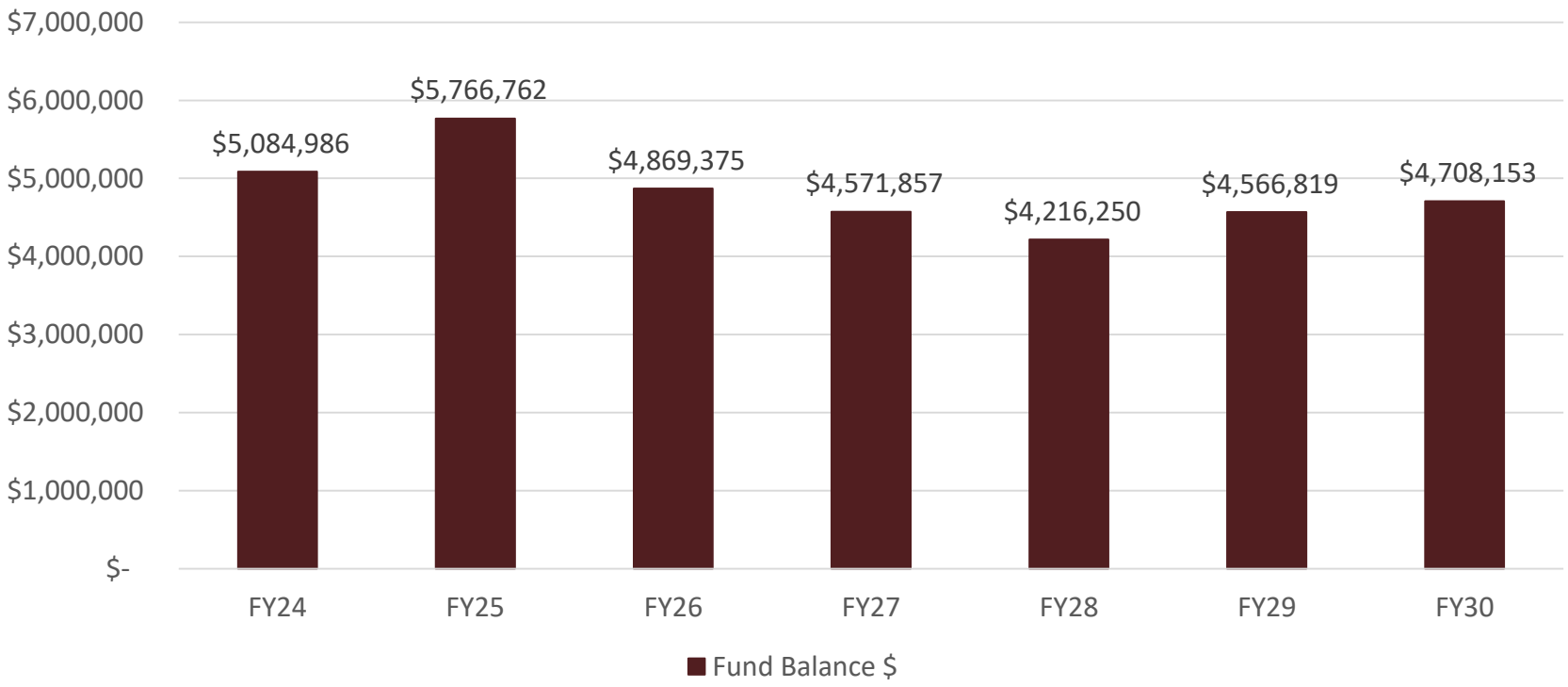
4A Corporation Fund



4B Capital Projects Plan
FY 2025-2029

4B Projects Name	2025	2026	2027	2028	2029	Total Per Project (FY25-29)
Centennial	$525,000					$525,000
Chisenhall Field Turf	$2,205,000					$2,205,000
Adult Softball Fields	$2,163,000					$2,163,000
Shannon Creek Park	$1,881,675					$1,881,675
Community Park	$540,750					$540,750
Natatorium - Indoor Play Structure	$443,674					$443,674
Russell Farm-Chesapeake Building HVAC and Facility Improvements	$54,133					$54,133
Warren Park-Study		$75,075				$75,075
Mistletoe Hill - Bathroom Addition			$163,375			$163,375
Green Ribbon	$90,000	$120,750				$210,750
BRiCk - Dry Sauna		$444,087				$444,087
Russell Farm - Domestic Water		$21,000				$21,000
Russell Farm - Bathroom at Chesapeake Building		$75,448				$75,448
Russell Farm - Master Plan		$32,051				$32,051
Golf - Fence		$262,500				$262,500
Golf - Additional Well		$183,750				$183,750
Bailey Lake - New Playground			$523,687			$523,687
Mistletoe Hill			$614,250			$614,250
Golf - Pond Renovation			$99,419			$99,419
New Community Park - Playground				$787,500		$787,500
Bartlett - Playground Replacement				$441,000		$441,000
Heberle - Park Improvements				$352,800		$352,800
Elk Ridge Park - Bathroom Addition				$170,336		$170,336
Golf - Greens Resurface				$460,156		$460,156
Chisenhall - Playground Replacement					$546,000	$546,000
Warren Park - Park Improvements					$1,312,500	$1,312,500
Bailey Lake - Low Water Crossing					$231,000	$231,000
BRiCk Roof Replacement					$1,260,000	$1,260,000
Total	**$7,903,232**	**$1,214,661**	**$1,400,731**	**$2,211,792**	**$3,349,500**	**$16,079,916**

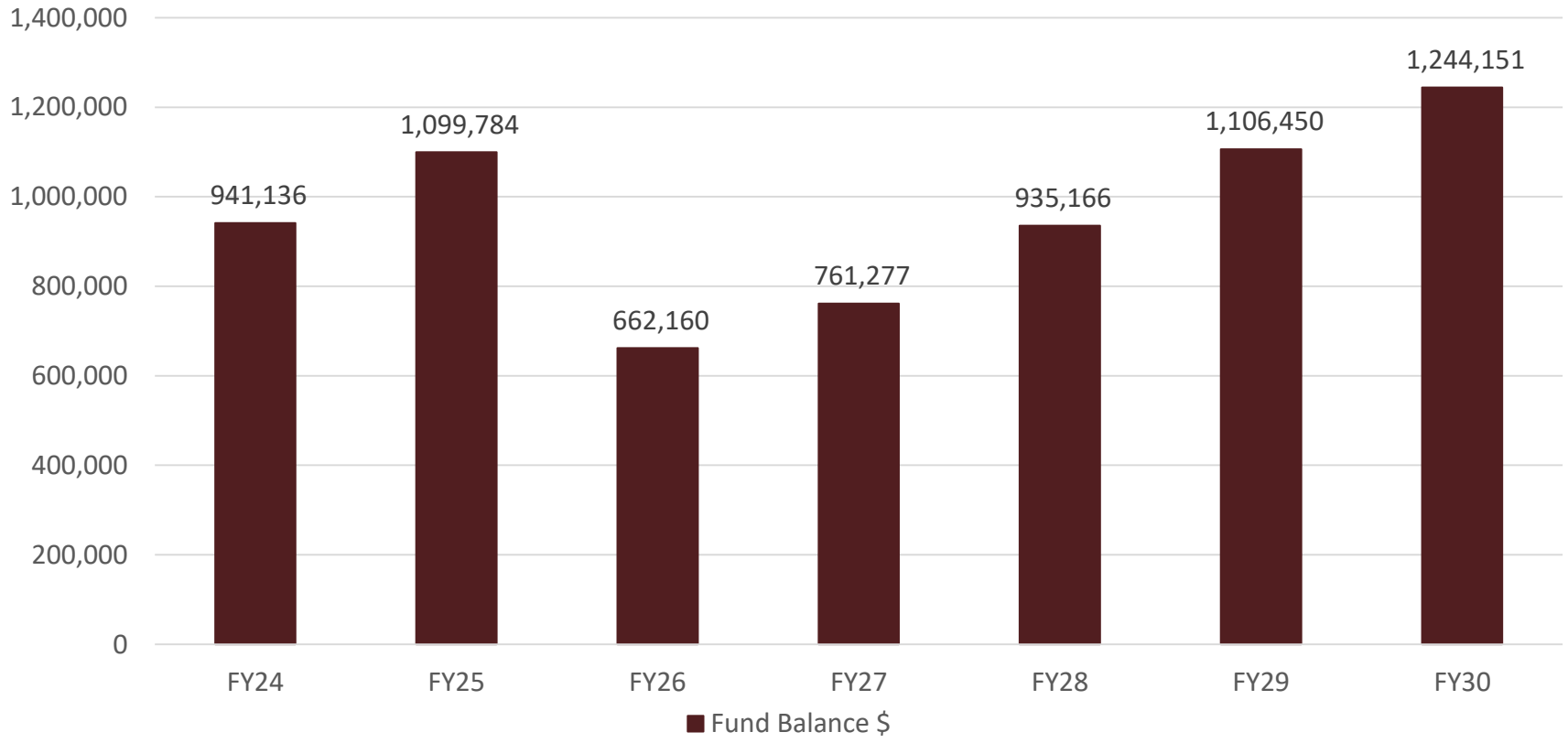
4B Corporation Fund



TIF2 5-Year CIP Plan FY 2025-2029 (Revised)

Project #	TIF 2 Project Name	2025	2026	2027	2028	2029	Total Per Project (FY25-29)
ST2508	Ellison & Wilson- Sidewalk ADA	$233,377					$233,377
ST2509	Old Town Lighting Improvements (Bransom & Bufford)	$273,201					$273,201
	Total	$506,578	$0	$0	$0	$0	$506,578

TIF2 Fund


1,400,000
1,200,000
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800,000
600,000
400,000
200,000
0
941,136
1,099,784
662,160
761,277
935,166
1,106,450
1,244,151
FY24
FY25
FY26
FY27
FY28
FY29
FY30
Fund Balance $

What is a Parameters Ordinance?

- A legal ordinance passed by a city council or governing body
- Authorizes issuance of municipal bonds
- Delegates authority to finalize details within specified parameters
- Also called a "delegation ordinance"

Key Elements of a Parameters Ordinance

- Authorizes the purpose and general terms of bond issuance
- Sets limits on:
  - Maximum principal amount
  - Maximum interest rate
  - Maximum maturity (years)
  - Latest sale date
- Delegates to designated official (e.g., City Manager or Finance Director)

Legal Authority in Texas

- Texas Government Code Section 1207.007
- Applies to both new money and refunding bonds
- Allows delegation of final bond terms for up to 1 year after the ordinance is adopted

Why Use a Parameters Ordinance?

- **Market Responsiveness:** Time the sale to secure favorable rates
- **Efficiency:** Avoid repeated council meetings
- **Control:** The Governing body still sets firm boundaries
- **Delegated Expertise:** Utilizes staff and advisors to manage complex transactions

Example Scenario

- Council passes a parameters ordinance:
  - Up to $10 million in bonds
  - Not to exceed 5% interest
  - Term not to exceed 20 years
  - The sale must occur within 180 days
- City Manager authorized to finalize sale within those parameters

Summary Parameters Ordinances

- Parameters ordinances provide flexibility without sacrificing oversight
- Useful for both refunding and new money issuances
- Empower cities to act strategically in a dynamic bond market

Specific Parameters for GOs and COs

- The aggregate principal amount of the COs shall not exceed $45,260,000;
- The aggregate principal amount of the GOs shall not exceed $8,500,000;
- The true interest cost of the Certificates shall not exceed 5%;
- The final maturity of the Certificates shall not be later than March 1, 2045; and
- The delegation made hereby shall expire if not exercised by the Pricing Officer within ninety (90) days from the date of adoption hereof.

Debt Issuance Calendar

Complete By	Day	Event
8-May-25	Thursday	HilltopSecurities requests information for preparation of the Official Statement
15-May-25	Thursday	HilltopSecurities receives requested information. HilltopSecurities begins preparation of the Official Statement
5-Jun-25	Thursday	1st Draft Official Statement distributed to the City and Bond Counsel
12-Jun-25	Thursday	HilltopSecurities receives comments on 1st Draft of Official Statement
16-Jun-25	**Monday**	**Council meeting to approve Resolution directing staff to proceed with bond issuance process & approve publication of Notice of Intent for CO's**
19-Jun-25	Thursday	2nd Draft Official Statement distributed to the City and Bond Counsel
19-Jun-25	**Thursday**	**1st Notice of Intent published for CO's**
26-Jun-25	**Thursday**	**2nd Notice of Intent published for CO's**
26-Jun-25	Thursday	HilltopSecurities receives comments on 2nd Draft of Official Statement
30-Jun-25	Monday	Distribute POS to Rating Agencies
Week of July 7th - 11th		Rating Calls

Debt Issuance Calendar Continued

Complete By	Day	Event
25-Jul-25	Friday	Receive Ratings
28-Jul-25	Monday	Electronically Post Official Statement to Potential Purchasers
4-Aug-25	**Monday**	**City Council passes Ordinances authorizing issuance of the Certificates**
28-Aug-25	Thursday	Bond and Certificate Closing and Delivery of Funds to the City

QUESTIONS/COMMENTS

Options

- Approve or Deny GO and CO Ordinances
- Staff recommends Approval of Ordinances

CSO# _____

ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF BURLESON, TEXAS, COMBINATION TAX AND LIMITED SURPLUS REVENUE CERTIFICATES OF OBLIGATION, SERIES 2025; ESTABLISHING PROCEDURES AND DELEGATING AUTHORITY FOR THE SALE AND DELIVERY OF THE CERTIFICATES; PROVIDING AN EFFECTIVE DATE; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

THE STATE OF TEXAS §
COUNTIES OF JOHNSON AND TARRANT §
CITY OF BURLESON §

WHEREAS, the City Council of the City of Burleson, Texas (the "Issuer"), deems it advisable to issue Certificates of Obligation for the purposes hereinafter set forth; and

WHEREAS, the Certificates of Obligation hereinafter authorized and designated are to be issued and delivered for cash pursuant to Subchapter C of Chapter 271, Texas Local Government Code, Subchapter B, Chapter 1502, Texas Government Code; and

WHEREAS, this City Council further finds and determines that it is in the best interest of the Issuer and its residents to include in the proposed issue of certificates of obligation funds for the public improvements hereinafter described, rather than fund such projects with the issuance of other debt instruments, in order to reduce the costs of such transactions; and

WHEREAS, the City Council has heretofore passed a resolution authorizing and directing the City Secretary to give notice of intention to issue certificates of obligation, and said notice has been duly published in a newspaper of general circulation in said City, said newspaper being a "newspaper" as defined in §2051.044, Texas Government Code; and

WHEREAS, the Issuer received no petition from the qualified electors of the City protesting the issuance of such certificates of obligation; and

WHEREAS, no bond proposition to authorize the issuance of bonds for the same purpose as any of the projects being financed with the proceeds of the certificates of obligation was submitted to the voters of the Issuer during the preceding three years and failed to be approved; and

WHEREAS, it is considered to be to the best interest of the Issuer that said interest-bearing certificates of obligation be issued; and

WHEREAS, the Issuer is an "Issuer" under Section 1371.001(4)(P), Texas Government Code, having (i) a principal amount of at least $100 million in outstanding long-term indebtedness, in long-term indebtedness proposed to be issued, or a combination of outstanding or proposed long-term indebtedness and (ii) some amount of long-term indebtedness outstanding or proposed to be issued that is rated in one of the four highest rating categories for long-term debt instruments by a nationally recognized rating agency for municipal securities, without regard to the effect of any credit agreement or other form of credit enhancement entered into in connection with the obligation; and

WHEREAS, it is officially found, determined, and declared that the meeting at which this Ordinance has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by the applicable provisions of Chapter 551 Texas Government Code; Now, Therefore

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

Section 1. RECITALS, AMOUNT AND PURPOSE OF THE CERTIFICATES.

(a) The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section.

(b) The certificates of the City of Burleson, Texas (the "Issuer") are hereby authorized to be issued and delivered, in one or more series, in the aggregate principal amount not to exceed the amount set forth below for paying all or a portion of the Issuer's contractual obligations incurred in connection with (i) acquiring, constructing, renovating, installing and equipping additions, extensions and improvements for the Issuer's waterworks and sewer system; (ii) acquiring, constructing, renovating and equipping public safety improvements for the police and fire departments, including police station and fire station improvements, the acquisition of fire engines and storm sirens, and related infrastructure and equipment; (iii) acquiring, constructing, renovating and equipping municipal park and recreational improvements, including open space, ball fields, and related infrastructure; (iv) acquiring, constructing, improving, and equipping streets, including related sidewalks, landscaping, streetscaping, drainage, utility line relocations, drainage, public mobility infrastructure improvements, including traffic lighting and signalization, parking, and median improvements; (v) acquiring, constructing, renovating, and equipping administrative offices for the Issuer; (vi) acquiring land and interests in land necessary for such projects; and (vii) paying legal, fiscal, engineering and architectural fees in connection with these projects (collectively, the "Project").

(c) Each certificate issued pursuant to this Ordinance shall be designated: "CITY OF BURLESON, TEXAS, COMBINATION TAX AND LIMITED SURPLUS REVENUE CERTIFICATE OF OBLIGATION, SERIES 2025," or such other designation as set forth in the Pricing Certificate (defined below) and initially there shall be issued, sold, and delivered hereunder one fully registered certificate, without interest coupons, with certificates issued in replacement thereof being in the denominations and principal amounts hereinafter stated and numbered consecutively from R-1 upward, payable to the respective Registered Owners thereof (with the initial certificate being made payable to the initial purchaser as described in Section 10 hereof), or to the registered assignee or assignees of said certificates or any portion or portions thereof (in each case, the "Registered Owner"). The Certificates shall be in the respective denominations and principal amounts, shall be numbered, shall mature and be payable on the date or dates in each of the years and in the principal amounts, and shall bear interest to their respective dates of maturity or redemption prior to maturity at the rates per annum, as set forth in the Pricing Certificate (defined below).

Section 2. DELEGATION TO PRICING OFFICER.

(a) As authorized by Chapter 1371, Texas Government Code, as amended, the Mayor, City Manager and any Deputy City Manager of the Issuer (each a "Pricing Officer") are each hereby authorized to act on behalf of the Issuer in selling and delivering the Certificates, carrying out the other procedures specified in this Ordinance, including, determining the date of the Certificates, any additional or different designation or title by which the Certificates shall be known, whether the Certificate shall be sold and delivered in one or more series and the date and sale and delivery of each such series, the amount of

Certificates to be sold and the authorized purposes set forth in Section 1 for which such Certificates are issued, the price at which the Certificates will be sold, the years in which the Certificates will mature, the principal amount to mature in each of such years, the rate of interest to be borne by each such maturity, the interest payment and record dates, the price and terms upon and at which the Certificates shall be subject to redemption prior to maturity at the option of the Issuer, as well as any mandatory sinking fund redemption provisions, and all other matters relating to the issuance, sale, and delivery of the Certificates and obtaining municipal bond insurance for all or any portion of the Certificates and providing for the terms and provisions thereof applicable to the Certificates (including the execution of any commitment agreements, membership agreements in mutual insurance companies, and other similar agreements), all of which shall be specified in the Pricing Certificate executed by the Pricing Officer (the "Pricing Certificate"); provided that:

(i) the aggregate principal amount of the Certificates shall not exceed $45,260,000;

(ii) the true interest cost of the Certificates shall not exceed 5.00% per annum; provided that the net effective interest rate on the Certificates shall not exceed the maximum rate set forth in Chapter 1204, Texas Government Code, as amended;

(iii) the final maturity of the Certificates shall not be later than March 1, 2045; and

(iv) the delegation made hereby shall expire if not exercised by the Pricing Officer within ninety (90) days from the date of adoption hereof.

(b) In establishing the aggregate principal amount of the Certificates, the Pricing Officer shall establish an amount not exceeding the amount authorized in Subsection (a) hereof, which shall be sufficient in amount to provide for the purposes for which the Certificates are authorized and to pay costs of issuing the Certificates. The Certificates shall be sold with and subject to such terms as set forth in the Pricing Certificate.

(c) The Pricing Officer shall determine whether the Certificates will be sold by private placement or negotiated or competitive sale.

Section 3. CHARACTERISTICS OF THE CERTIFICATES.

(a) Appointment of Paying Agent/Registrar. The selection and appointment of the paying agent/registrar for the Certificates (the "Paying Agent/Registrar") shall be as provided in the Pricing Certificate. The Pricing Officer is authorized and directed to execute and deliver in the name and on behalf of the Issuer a Paying Agent/Registrar Agreement with the Paying Agent/Registrar in substantially the form presented at this meeting.

(b) Registration, Transfer, Conversion and Exchange. The Issuer shall keep or cause to be kept at the corporate trust office of the Paying Agent/Registrar books or records for the registration of the transfer, conversion and exchange of the Certificates (the "Registration Books"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided within three (3) days of presentation in due and proper form. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the registered owner of each Certificate to which payments with respect to the Certificates shall be mailed,

as herein provided; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Certificate or Certificates. Registration of assignments, transfers, conversions and exchanges of Certificates shall be made in the manner provided and with the effect stated in the FORM OF CERTIFICATE set forth in this Ordinance. Each substitute Certificate shall bear a letter and/or number to distinguish it from each other Certificate.

(c) Authentication. Except as provided in subsection (j) of this section, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Certificate, date and manually sign said Certificate, and no such Certificate shall be deemed to be issued or outstanding unless such Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all paid Certificates and Certificates surrendered for conversion and exchange. No additional ordinances, orders or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing conversion and exchange of any Certificate or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution and delivery of the substitute Certificates in the manner prescribed herein. Pursuant to Subchapter D, Chapter 1201, Texas Government Code, the duty of conversion and exchange of Certificates as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Certificate, the converted and exchanged Certificate shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Certificates which initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(d) Payment of Principal and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificates, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Certificates, and of all conversions and exchanges of Certificates, and all replacements of Certificates, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each registered owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(e) Payment to Registered Owner. Notwithstanding any other provision of this Ordinance to the contrary, the Issuer and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Registration Books as the absolute owner of such Certificate for the purpose of payment of principal and interest with respect to such Certificate, for the purpose of registering transfers with respect to such Certificate, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Certificates only to or upon the order of the registered owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully

satisfy and discharge the Issuer's obligations with respect to payment of principal of and interest on the Certificates to the extent of the sum or sums so paid. No person other than a registered owner, as shown in the Registration Books, shall receive a certificate evidencing the obligation of the Issuer to make payments of principal and interest pursuant to this Ordinance.

(f) Paying Agent/Registrar. The Issuer covenants with the registered owners of the Certificates that at all times while the Certificates are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution or other agency to act as and perform the services of Paying Agent/Registrar for the Certificates under this Ordinance, and that the Paying Agent/Registrar will be one entity. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(g) Substitute Paying Agent/Registrar. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than one hundred-twenty (120) days written notice to the Paying Agent/Registrar, to be effective not later than sixty (60) days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Certificates, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each registered owner of the Certificates, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar.

(h) Book-Entry Only System. The Certificates issued in exchange for the Certificates initially issued to the purchaser or purchasers specified herein shall be initially issued in the form of a separate single fully registered Certificate for each of the maturities thereof and the ownership of each such Certificate shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), and except as otherwise provided in this Section, all of the outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

(i) Blanket Letter of Representations. The previous execution and delivery of the Blanket Letter of Representations with respect to obligations of the Issuer is hereby ratified and confirmed; and the provisions thereof shall be fully applicable to the Certificates. Notwithstanding anything to the contrary contained herein, while the Certificates are subject to DTC's Book-Entry Only System and to the extent permitted by law, the Letter of Representations is hereby incorporated herein and its provisions shall prevail over any other provisions of this Ordinance in the event of conflict.

(j) Certificates Registered in the Name of Cede & Co. With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created ("DTC Participant") to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates. Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant

with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of Certificates, as shown on the Registration Books, of any notice with respect to the Certificates, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of Certificates, as shown in the Registration Books of any amount with respect to principal of or interest on the Certificates. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the registered owner at the close of business on the Record date, the words "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(k) Successor Securities Depository; Transfers Outside Book-Entry Only System. In the event that the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the Issuer to DTC or that it is in the best interest of the beneficial owners of the Certificates that they be able to obtain certificated Certificates, the Issuer shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Certificates and transfer one or more separate Certificates to DTC Participants having Certificates credited to their DTC accounts. In such event, the Certificates shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names registered owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

(l) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificate is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Certificate and all notices with respect to such Certificate shall be made and given, respectively, in the manner provided in the representation letter of the Issuer to DTC.

(m) General Characteristics of the Certificates. The Certificates (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Certificates to be payable only to the Registered Owners thereof, (ii) may and shall be redeemed prior to their scheduled maturities, (iii) may be transferred and assigned, (iv) may be converted and exchanged for other Certificates, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Certificates shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Certificates, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF CERTIFICATE set forth in this Ordinance. The Certificates initially issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Certificate issued in conversion of and exchange for any Certificate or Certificates issued under this Ordinance the Paying Agent/Registrar shall execute the Paying Agent/Registrar's Authentication Certificate, in the FORM OF CERTIFICATE set forth in this Ordinance.

(n) Cancellation of Initial Certificate. On the closing date, one initial Certificate representing the entire principal amount of the Certificates, payable in stated installments to the purchaser designated in the Pricing Certificate, executed by manual or facsimile signature of the Mayor and City Secretary of the Issuer, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to such purchaser or its designee. Upon payment for such initial Certificate, the Paying Agent/Registrar shall cancel such initial Certificate and deliver to the

DTC on behalf of such purchaser one registered definitive Certificate for each year of maturity of such Certificates, in the aggregate principal amount of all of the Certificates for such maturity, registered in the name of Cede & Co., as nominee of DTC. To the extent that the Paying Agent/Registrar is eligible to participate in DTC's FAST System, pursuant to an agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Certificates in safekeeping for DTC.

Section 4. FORM OF CERTIFICATES. The form of the Certificates, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Certificates initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

(a) Form of Certificate.

NO. R-

PRINCIPAL AMOUNT
$_____

UNITED STATES OF AMERICA
STATE OF TEXAS

CITY OF BURLESON, TEXAS
COMBINATION TAX AND LIMITED SURPLUS REVENUE CERTIFICATES OF OBLIGATION
SERIES 2025

INTEREST RATE		DATE OF CERTIFICATES		MATURITY DATE		CUSIP NO.
_____		_____		_____		_____

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

ON THE MATURITY DATE specified above, the City of Burleson, in Johnson and Tarrant Counties, Texas, (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above. The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from _____, _____ at the Interest Rate per annum specified above. Interest is payable on _____, ____ and semiannually on each _____ and _____ thereafter to the Maturity Date specified above, or the date of redemption prior to maturity; except, if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Certificate are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Certificate shall be paid to the registered owner hereof upon presentation and surrender of this Certificate at maturity, or upon the date fixed for its redemption prior to maturity, at the principal corporate trust office of _____, _____, _____, which is the "Paying Agent/Registrar" for this Certificate. The payment of interest on this Certificate shall be made by the Paying Agent/Registrar to the registered owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the ordinance authorizing the issuance of this Certificate (the "Certificate Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at its address as it appeared on the _____ day of the month preceding each such interest payment date, regardless of whether such day is a business day (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Certificate appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

ANY ACCRUED INTEREST due at maturity or upon the redemption of this Certificate prior to maturity as provided herein shall be paid to the registered owner upon presentation and surrender of this Certificate for payment or redemption at the principal corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the registered owner of this Certificate that on or before each principal payment date and interest payment date for this Certificate it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Certificate Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Certificates, when due.

IF THE DATE for any payment of the principal of or interest on this Certificate shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day that is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS CERTIFICATE is one of a series of Certificates dated _____, _____, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of $_____ for the public purposes of (i) acquiring, constructing, renovating, installing and equipping additions, extensions and improvements for the Issuer's waterworks and sewer system; (ii) acquiring, constructing, renovating and equipping public safety improvements for the police and fire departments, including police station and fire station improvements, the acquisition of fire engines and storm sirens, and related infrastructure and equipment; (iii) acquiring, constructing, renovating and equipping municipal park and recreational improvements, including open space, ball fields, and related infrastructure; (iv) acquiring, constructing, improving, and equipping streets, including related sidewalks, landscaping, streetscaping, drainage, utility line relocations, drainage, public mobility infrastructure improvements, including traffic

lighting and signalization, parking, and median improvements; (v) acquiring, constructing, renovating, and equipping administrative offices for the Issuer; (vi) acquiring land and interests in land necessary for such projects; and (vii) paying legal, fiscal, engineering and architectural fees in connection with these projects (collectively, the "Project").

ON _____, or on any date thereafter, the Certificates of this series may be redeemed prior to their scheduled maturities, at the option of the Issuer, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Certificates, or portions thereof, to be redeemed shall be selected and designated by the Issuer (provided that a portion of a Certificate may be redeemed only in an integral multiple of $5,000), at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption.

THE CERTIFICATES scheduled to mature on _____ in the years ____ and ____ (the "Term Certificates") are subject to scheduled mandatory redemption by the Paying Agent/Registrar by lot, or by any other customary method that results in a random selection, at a price equal to the principal amount thereof, plus accrued interest to the redemption date, out of moneys available for such purpose in the interest and sinking fund for the Certificates, on the dates and in the respective principal amounts, set forth in the following schedule:

Term Certificate Maturity: _____, ____	
Mandatory Redemption Date	Principal Amount
_____, ____	$_____
_____, ____	_____
_____, ____(maturity)	_____

The principal amount of Term Certificates of a stated maturity required to be redeemed on any mandatory redemption date pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the Issuer, by the principal amount of any Term Certificates of the same maturity which, at least 50 days prior to a mandatory redemption date (1) shall have been acquired by the Issuer at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the Issuer at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory redemption requirement.

IF AT THE TIME OF MAILING of notice of optional redemption there shall not have either been deposited with the Paying Agent/Registrar or legally authorized escrow agent immediately available funds sufficient to redeem all the Certificates called for redemption, such notice may state that it is conditional, and is subject to the deposit of the redemption moneys with the Paying Agent/Registrar or legally authorized escrow agent at or prior to the redemption date. If such redemption is not effectuated, the Paying Agent/Registrar shall, within five days thereafter, give notice in the manner in which the notice of redemption was given that such moneys were not so received and shall rescind the redemption.

AT LEAST THIRTY (30) DAYS prior to the date fixed for any redemption of Certificates or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying

Agent/Registrar by United States mail, first-class postage prepaid, at least thirty (30) days prior to the date fixed for any such redemption, to the registered owner of each Certificate to be redeemed at its address as it appeared on the business day prior the mailing of such redemption notice; provided, however, that the failure of the registered owner to receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Certificate. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Certificates or portions thereof that are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Certificates or portions thereof that are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Certificate shall be redeemed, a substitute Certificate or Certificates having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of $5,000, at the written request of the registered owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Certificate Ordinance.

WITH RESPECT TO ANY OPTIONAL REDEMPTION OF THE CERTIFICATES, unless certain prerequisites to such redemption required by this Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the Issuer, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a notice of conditional redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the Issuer shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

ALL CERTIFICATES OF THIS SERIES are issuable solely as fully registered certificates, without interest coupons, in the denomination of any integral multiple of $5,000. As provided in the Certificate Ordinance, this Certificate may, at the request of the registered owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered Certificates, without interest coupons, payable to the appropriate registered owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of $5,000 as requested in writing by the appropriate registered owner, assignee or assignees, as the case may be, upon surrender of this Certificate to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Certificate Ordinance. Among other requirements for such assignment and transfer, this Certificate must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Certificate or any portion or portions hereof in any integral multiple of $5,000 to the assignee or assignees in whose name or names this Certificate or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Certificate may be executed by the registered owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Certificate or any portion or portions hereof from time to time by the registered owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Certificate or portion thereof will be paid by the

Issuer. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or (ii) with respect to any Certificate or any portion thereof called for redemption prior to maturity, within forty-five (45) days prior to its redemption date.

IN THE EVENT any Paying Agent/Registrar for the Certificates is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Certificate Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the registered owners of the Certificates.

IT IS HEREBY certified, recited and covenanted that this Certificate has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Certificate have been performed, existed and been done in accordance with law; that this Certificate is a general obligation of said Issuer, issued on the full faith and credit thereof; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said Issuer, and have been pledged for such payment, within the limit prescribed by law, and that this Certificate is additionally secured by and payable from a limited pledge of the Surplus Revenues of the Issuer's waterworks and sewer system remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve and other requirements in connection with all of the Issuer's revenue obligations (now or hereafter outstanding) that are payable from all or part of said revenues, all as provided in the Certificate Ordinance.

THE ISSUER HAS RESERVED THE RIGHT to amend the Certificate Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the registered owners of a majority in aggregate principal amount of the outstanding Certificates.

BY BECOMING the registered owner of this Certificate, the registered owner thereby acknowledges all of the terms and provisions of the Certificate Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Certificate Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Certificate and the Certificate Ordinance constitute a contract between each registered owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Certificate to be signed with the manual or facsimile signature of the Mayor of the Issuer (or in his absence, the Mayor Pro Tem) and countersigned with the manual or facsimile signature of the City Secretary of said Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Certificate.

(signature)	(signature)
City Secretary	Mayor

(SEAL)

(b) Form of Paying Agent/Registrar's Authentication Certificate.

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE
(To be executed if this Certificate is not accompanied by an executed Registration Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Certificate has been issued under the provisions of the Certificate Ordinance described in the text of this Certificate; and that this Certificate has been issued in conversion or replacement of, or in exchange for, a certificate, certificates, or a portion of a certificate or certificates of a series that originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: _____

_____
Paying Agent/Registrar

By: _____
Authorized Representative

(c) Form of Assignment.

ASSIGNMENT
(Please print or type clearly)

For value received, the undersigned hereby sells, assigns and transfers unto: _____

_____

Transferee's Social Security or Taxpayer Identification Number: _____

Transferee's name and address, including zip code: _____

_____

the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to register the transfer of the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____.

Signature Guaranteed:

_____
NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.

_____
NOTICE: The signature above must correspond with the name of the registered owner as it appears upon the front of this Certificate in every particular, without alteration or enlargement or any change whatsoever.

(d) Form of Registration Certificate of the Comptroller of Public Accounts.

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

I hereby certify that there is on file and of record in my office a true and correct copy of the opinion of the Attorney General of the State of Texas approving this Certificate and that this Certificate has been registered this day by me.

Witness my signature and seal this _____.

_____
Acting Comptroller of Public Accounts of the State of Texas

(COMPTROLLER'S SEAL)

(e) Initial Certificate Insertions.

(i) The initial Certificate shall be in the form set forth is paragraph (a) of this Section, except that:

A. immediately under the name of the Certificate, the headings "Interest Rate" and "Maturity Date" shall both be completed with the words "As shown below" and "CUSIP No. _____" shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"THE CITY OF BURLESON, TEXAS, in Johnson and Tarrant Counties, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on _____ in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

Years(_/_)	Principal Installments($)	Interest Rates($)

(Information from Section 2 to be inserted)

The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from _____ at the respective Interest Rate per annum specified above. Interest is payable on _____, and semiannually on each _____ and _____ thereafter to the date of payment of the principal installment specified above, or the date of redemption prior to maturity; except, that if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest

on the Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full."

C. The Initial Certificate shall be numbered "T-1."

Section 5. INTEREST AND SINKING FUND; SURPLUS REVENUES.

(a) A special "Interest and Sinking Fund" is hereby created and shall be established and maintained by the Issuer as a separate fund or account and the funds therein shall be deposited into and held in an account at an official depository bank of said Issuer. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of said Issuer, and shall be used only for paying the interest on and principal of said Certificates. All amounts received from the sale of the Certificates as accrued interest shall be deposited upon receipt to the Interest and Sinking Fund, and all ad valorem taxes levied and collected for and on account of said Certificates shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any of said Certificates are outstanding and unpaid, the governing body of said Issuer shall compute and ascertain a rate and amount of ad valorem tax that will be sufficient to raise and produce the money required to pay the interest on said Certificates as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of said Certificates as such principal matures (but never less than 2% of the original amount of said Certificates as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of said Issuer, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in said Issuer, for each year while any of said Certificates are outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of said Certificates, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law.

(b) The Certificates are additionally secured by a limited pledge, not to exceed $1,000 of revenues of the Issuer's waterworks and sewer system that remain after the payment of all maintenance and operation expenses thereof, and all debt service, reserve and other requirements in connection with all of the Issuer's revenue obligations (now or hereafter outstanding) that are secured by a lien on all or any part of the net revenues of the Issuer's waterworks and sewer system, constituting "Surplus Revenues." The Issuer shall deposit such Surplus Revenues to the credit of the Interest and Sinking Fund created pursuant to this section, to the extent necessary to pay the principal of and interest on the Certificates. Notwithstanding the requirements of this section, if Surplus Revenues or other lawfully available moneys of the Issuer are actually on deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes that otherwise would have been required to be levied pursuant to this Section may be reduced to the extent and by the amount of the Surplus Revenues or other lawfully available funds then on deposit in the Interest and Sinking Fund.

(c) Chapter 1208, Texas Government Code, applies to the issuance of the Certificates of Obligation and the pledge of the taxes and Surplus Revenues granted by the Issuer under this Section, and is therefore valid, effective, and perfected. Should Texas law be amended at any time while the Certificates of Obligation are outstanding and unpaid, the result of such amendment being that the pledge of the taxes and Surplus Revenues granted by the Issuer under this Section is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, in order to preserve to the registered owners of the Certificates of Obligation a security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of

Chapter 9, Texas Business & Commerce Code and enable a filing of a security interest in said pledge to occur.

Section 6. DEFEASANCE OF CERTIFICATES.

(a) Any Certificate and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Certificate") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Certificate, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Certificates shall have become due and payable. At such time as a Certificate shall be deemed to be a Defeased Certificate hereunder, as aforesaid, such Certificate and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged or the limited pledge of Surplus Revenues as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities, and thereafter the Issuer will have no further responsibility with respect to amounts available to such paying agent (or other financial institution permitted by applicable law) for the payment of such Defeased Certificates, including any insufficiency therein caused by the failure of such paying agent (or other financial institution permitted by applicable law) to receive payment when due on the Defeasance Securities.. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem Defeased Certificates that is made in conjunction with the payment arrangements specified in subsections (a)(i) or (ii) of this Section shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the Issuer expressly reserves the right to call the Defeased Certificates for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Certificates immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Certificates and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Certificates may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsections (a)(i) or (ii) of this Section. All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Certificates, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) The term "Defeasance Securities" means any securities and obligations now or hereafter authorized by State law that are eligible to refund, retire or otherwise discharge obligations such as Certificates. The Pricing Officer may restrict Defeasance Securities as deemed necessary.

(d) Until all Defeased Certificates shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Certificates the same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(e) In the event that the Issuer elects to defease less than all of the principal amount of Certificates of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Certificates by such random method as it deems fair and appropriate.

Section 7. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED CERTIFICATES.

(a) Replacement Certificates. In the event any outstanding Certificate is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new certificate of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Certificate, in replacement for such Certificate in the manner hereinafter provided.

(b) Application for Replacement Certificates. Application for replacement of damaged, mutilated, lost, stolen or destroyed Certificates shall be made by the registered owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Certificate, the registered owner applying for a replacement certificate shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Certificate, the registered owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Certificate, as the case may be. In every case of damage or mutilation of a Certificate, the registered owner shall surrender to the Paying Agent/Registrar for cancellation the Certificate so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Certificate shall have matured, and no default has occurred that is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Certificate, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Certificate) instead of issuing a replacement Certificate, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Certificates. Prior to the issuance of any replacement certificate, the Paying Agent/Registrar shall charge the registered owner of such Certificate with all legal, printing, and other expenses in connection therewith. Every replacement certificate issued pursuant to the provisions of this Section by virtue of the fact that any Certificate is lost, stolen or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen or destroyed Certificate shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Certificates duly issued under this Ordinance.

(e) Authority for Issuing Replacement Certificates. In accordance with Section 1206.022, Texas Government Code, this Section 7 of this Ordinance shall constitute authority for the issuance of any such replacement certificate without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such certificates is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Certificates

in the form and manner and with the effect, as provided in Section 3(a) of this Ordinance for Certificates issued in conversion and exchange for other Certificates.

Section 8. CUSTODY, APPROVAL, AND REGISTRATION OF CERTIFICATES; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED; ENGAGEMENT OF BOND COUNSEL.

(a) The Mayor of the Issuer is hereby authorized to have control of the Certificates initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Certificates pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Certificates said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall sign manually, by facsimile, electronically or otherwise the Comptroller's Registration Certificate attached to such Certificates, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the Issuer's Bond Counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on the Certificates issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Certificates. In addition, if bond insurance is obtained, the Certificates may bear an appropriate legend as provided by the insurer.

(b) The obligation of the initial purchaser to accept delivery of the Certificates is subject to the initial purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Issuer, which opinion shall be dated as of and delivered on the date of initial delivery of the Certificates to the initial purchaser. The engagement of such firm as bond counsel to the Issuer in connection with issuance, sale and delivery of the Certificates is hereby approved and confirmed.

Section 9. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE CERTIFICATES.

(a) Covenants. The Issuer covenants to take any action necessary to assure, or refrain from any action that would adversely affect, the treatment of the Certificates as obligations described in section 103 of the Code, the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Certificates (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Certificates, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Certificates or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" that is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount that is greater than the lesser of $5,000,000, or 5 percent of the proceeds of the Certificates (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action that would otherwise result in the Certificates being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Certificates being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Certificates, directly or indirectly, to acquire or to replace funds that were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) that produces a materially higher yield over the term of the Certificates, other than investment property acquired with –

(A) proceeds of the Certificates invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 30 days or less until such proceeds are needed for the purpose for which the Certificates are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Certificates;

(7) to otherwise restrict the use of the proceeds of the Certificates or amounts treated as proceeds of the Certificates, as may be necessary, so that the Certificates do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to refrain from using proceeds of the Certificates or the proceeds of any prior bonds to pay debt services on another issue more than ninety (90) days after the issuance of the Certificates in contravention of section 149(d) of the Code (relating to advance refundings);

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Certificates) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Certificates have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code; and

(10) use the proceeds of the Certificates solely for new money purposes.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (a)(8), a "Rebate Fund" is hereby established by the Issuer for the sole benefit of the United States of America, and such Fund shall not be subject to the claim of any other person, including without limitation the certificateholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Use of Proceeds. For purposes of the foregoing covenants (a)(1) and (a)(2), the Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Certificates. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated that modify or expand provisions of the Code, as applicable to the Certificates, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated that impose additional requirements applicable to the Certificates, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs the Mayor and each Pricing Officer, or any one of them, to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, that may be permitted by the Code as are consistent with the purpose for the issuance of the Certificates.

(d) Allocation of, and Limitation on, Expenditures for the Project. The Issuer covenants to account for the expenditure of sale proceeds and investment earnings to be used for the construction and acquisition of the Project on its books and records by allocating proceeds to expenditures within eighteen (18) months of the later of the date that (1) the expenditure is made, or (2) the Project is completed. The foregoing notwithstanding, the Issuer shall not expend proceeds of the sale of the Certificates or investment earnings thereon more than sixty (60) days after the earlier of (1) the fifth anniversary of the delivery of the Certificates, or (2) the date the Certificates are retired, unless the Issuer obtains an opinion of nationally-recognized bond counsel that such expenditure will not adversely affect the status, for federal income tax purposes, of the Certificates or the interest thereon. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Project. The Issuer covenants that the property constituting the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Certificates. For purpose of the foregoing, the Issuer may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Certificates. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 10. SALE OF CERTIFICATES AND APPROVAL OF OFFICIAL STATEMENT; FURTHER PROCEDURES.

(a) Each series of Certificates shall be sold and delivered subject to the provisions of Section 1 and Section 2 and pursuant to the terms and provisions of a purchase agreement or purchase letter (the "Purchase Agreement") which the Pricing Officer is hereby authorized to execute and deliver and in which the

purchaser or purchasers (the "Underwriters") of the Certificates shall be designated. The Certificates shall initially be registered in the name of the purchaser thereof as set forth in the Pricing Certificate.

(b) The Mayor and City Secretary and any Pricing Officer are further authorized and directed to execute and deliver for and on behalf of the Issuer copies of a Preliminary Official Statement and Official Statement, if prepared in connection with the offering of Certificates by the Underwriters, in final form as may be required by the Underwriters, and such final Official Statement in the form and content as approved by the Pricing Officer or as manually executed by said officials shall be deemed to be approved by the City Council and constitute the Official Statement authorized for distribution and use by the Underwriters. The form and substance of the Preliminary Official Statement for the Certificates and any addenda, supplement or amendment thereto, all as approved by the Pricing Officer, are hereby deemed to be approved in all respects by the City Council, and the Preliminary Official Statement is hereby deemed final as of its date (except for the omission of pricing and related information) within the meaning and for the purpose of paragraph (b)(1) of the Rule (hereinafter defined).

(c) The Pricing Officer is authorized, in connection with effecting the sale of each series of the Certificates, to obtain from a municipal bond insurance company so designated in the Pricing Certificate (the "Insurer") a municipal bond insurance policy (the "Insurance Policy") in support of the Certificates. To that end, should the Pricing Officer exercise such authority and commit the Issuer to obtain a municipal bond insurance policy, for so long as the Insurance Policy is in effect, the requirements of the Insurer relating to the issuance of the Insurance Policy as set forth in the Pricing Certificate are incorporated by reference into this Ordinance and made a part hereof for all purposes, notwithstanding any other provision of this Ordinance to the contrary. The Pricing Officer shall have the authority to execute any documents to effect the issuance of the Insurance Policy by the Insurer.

(d) The Mayor and Mayor Pro Tem, the City Secretary and the Pricing Officers of the Issuer, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the Issuer such documents, certificates and other instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Certificates, the sale of the Certificates and the Official Statement. In case any officer whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 11. INTEREST EARNINGS ON CERTIFICATE PROCEEDS. Interest earnings derived from the investment of proceeds from the sale of the Certificates shall be used along with other certificate proceeds for the Project; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on certificate proceeds that are required to be rebated to the United States of America pursuant to Section 9 hereof in order to prevent the Certificates from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

Section 12. CONSTRUCTION FUND.

(a) The Issuer hereby creates and establishes and shall maintain on the books of the Issuer a separate fund to be entitled the "Series 2025 Combination Tax and Limited Surplus Revenue Certificate of Obligation Construction Fund" for use by the Issuer for payment of all lawful costs associated with the acquisition and construction of the Project as hereinbefore provided. Upon payment of all such costs, any

moneys remaining on deposit in said fund shall be transferred to the Interest and Sinking Fund. Amounts so deposited to the Interest and Sinking Fund shall be used in the manner described in Section 5 of this Ordinance.

(b) The Issuer may invest proceeds of the Certificates (including investment earnings thereon) and amounts deposited into the Interest and Sinking Fund in investments authorized by the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended; provided, however, that the Issuer hereby covenants that the proceeds of the sale of the Certificates will be used as soon as practicable for the purposes for which the Certificates are issued.

(c) All deposits authorized or required by this Ordinance shall be secured to the fullest extent required by law for the security of public funds.

Section 13. COMPLIANCE WITH RULE 15c2-12.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"MSRB" means the Municipal Securities Rulemaking Board or any successor to its functions under the Rule.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(b) Annual Reports.

(i) The Issuer shall provide annually to the MSRB, in an electronic format as prescribed by the MSRB, within six (6) months after the end of each fiscal year ending in or after 2025, financial information and operating data with respect to the Issuer of the general type included in the final Official Statement authorized by Section 10 of this Ordinance, being the information described in the Pricing Certificate. The Issuer will additionally provide audited financial statements when and if available, and in any event, within twelve (12) months after the end of each fiscal year ending in or after 2025. If the audit of such financial statements is not complete within twelve (12) months after any such fiscal year end, then the Issuer will file unaudited financial statements within such twelve (12) month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available. Any financial statements so to be provided shall be prepared in accordance with the accounting principles described in the appropriate appendix to the Official Statement, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation.

(ii) If the Issuer changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB or filed with the SEC.

(c) Event Notices.

(i) The Issuer shall notify the MSRB in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten (10) business days after the occurrence of the event) of any of the following events with respect to the Certificates:

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 Certificates, or other material events affecting the tax status of the Certificates;
7. Modifications to rights of holders of the Certificates, if material;
8. Certificate calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Certificates, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the Issuer;
13. The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, 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;
14. Appointment of a successor trustee or change in the name of the trustee, if material;
15. Incurrence of a financial obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of any such financial obligation of the Issuer, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of any such financial obligation of the Issuer, any of which reflect financial difficulties.

As used in clause 12 above, the phrase "bankruptcy, insolvency, receivership or similar event" means the appointment of a receiver, fiscal agent or similar officer for the Issuer 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 of the Issuer, or if jurisdiction has been assumed by leaving the existing City Council and officials or officers of the Issuer 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 Issuer. For the purposes of the above describe event notices 15 and 16, the term "financial obligation" means a (i) debt obligation, (ii) 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); provided however, that a "financial obligation" shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

(ii) The Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such subsection.

(d) Limitations, Disclaimers, and Amendments.

(i) The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the Issuer in any event will give the notice required by Subsection (c) hereof of any Certificate calls and defeasance that cause the Issuer to no longer be such an "obligated person".

(ii) The provisions of this Section are for the sole benefit of the registered owners and beneficial owners of the Certificates, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Issuer undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Issuer's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

(iii) UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(iv) No default by the Issuer in observing or performing its obligations under this Section shall comprise a breach of or default under the Ordinance for purposes of any other provision of this Ordinance. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

(v) Should the Rule be amended to obligate the Issuer to make filings with or provide notices to entities other than the MSRB, the Issuer hereby agrees to undertake such obligation with respect to the Certificates in accordance with the Rule as amended. The provisions of this Section may be amended by the Issuer from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the registered owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Certificates consent to such amendment or (b) a qualified person that is unaffiliated with the Issuer (such as nationally

recognized bond counsel) determined that such amendment will not materially impair the interest of the registered owners and beneficial owners of the Certificates. If the Issuer so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (a) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The Issuer may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Certificates in the primary offering of the Certificates.

Section 14. METHOD OF AMENDMENT. The Issuer hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The Issuer may from time to time, without the consent of any holder, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in order to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the holders, (iv) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (v) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and that shall not in the opinion of the Issuer's Bond Counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the holders of Certificates aggregating in principal amount 51% of the aggregate principal amount of then outstanding Certificates that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of 100% of the holders in aggregate principal amount of the then outstanding Certificates, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Certificates so as to:

(1) Make any change in the maturity of any of the outstanding Certificates;

(2) Reduce the rate of interest borne by any of the outstanding Certificates;

(3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Certificates;

(4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Certificates or any of them or impose any condition with respect to such payment; or

(5) Change the minimum percentage of the principal amount of the Certificates necessary for consent to such amendment.

(c) If at any time the Issuer shall desire to amend this Ordinance under this Section, the Issuer shall send by U.S. mail or other appropriate means to each registered owner of the affected Certificates a copy of the proposed amendment. Such notice shall briefly set forth the nature of the proposed amendment and

shall state that a copy thereof is on file at the office of the Issuer for inspection by all holders of such Certificates.

(d) Whenever at any time within one year from the date of mailing of such notice the Issuer shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all of the Certificates then outstanding that are required for the amendment, which instrument or instruments shall refer to the proposed amendment and that shall specifically consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the Issuer and all holders of such affected Certificates shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the holder of a Certificate pursuant to the provisions of this Section shall be irrevocable for a period of six (6) months from the date of such consent, and shall be conclusive and binding upon all future holders of the same Certificate during such period. Such consent may be revoked at any time after six (6) months from the date of such consent by the holder who gave such consent, or by a successor in title, by filing notice with the Issuer, but such revocation shall not be effective if the holders of 51% in aggregate principal amount of the affected Certificates then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

For the purposes of establishing ownership of the Certificates, the Issuer shall rely solely upon the registration of the ownership of such Certificates on the registration books kept by the Paying Agent/Registrar.

Section 15. DEFAULT AND REMEDIES

(a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Certificates when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the Issuer, the failure to perform which materially, adversely affects the rights of the registered owners of the Certificates, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of sixty (60) days after notice of such default is given by any Registered Owner to the Issuer.

(b) Remedies for Default.

(i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the Issuer for the purpose of protecting and enforcing the rights of the Registered Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing

that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Certificates then outstanding.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Certificates or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Certificates shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Certificate authorized under this Ordinance, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the Issuer or the City Council.

Section 16. APPROPRIATION. To pay the debt service coming due on the Certificates, if any (as determined by the Pricing Officer) prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

Section 17. EFFECTIVE DATE. In accordance with the provisions of V.T.C.A., Government Code, Section 1201.028, this Ordinance shall be effective immediately upon its adoption by the City Council.

Section 18. SEVERABILITY. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this Ordinance, despite such invalidity, which remaining portions shall remain in full force and effect.

[Execution Page Follows]

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, this 4th day of August, 2025.

ATTEST: _____
Mayor, City of Burleson, Texas

_____
City Secretary, City of Burleson, Texas

[CITY SEAL]

City Council Regular Meeting

DEPARTMENT: **Finance**

FROM: **Harlan Jefferson, Deputy City Manager**

MEETING: **August 4, 2025**

SUBJECT:

Consider and approve an ordinance authorizing the issuance of City of Burleson, Texas, General Obligation Bonds, Series 2025; establishing procedures and delegating authority for the sale and delivery of the Bonds; providing an effective date; and enacting other provisions relating to the subject. (First and Final Reading) *(Staff Contact: Harlan Jefferson, Deputy City Manager)*

SUMMARY:

As part of the FY 2024-2025 Capital Improvement Program (CIP), projects approved by the City Council during the budget process and presented in reimbursement resolutions also approved by the City Council on November 18, 2024, are being proposed by staff for the issuance of General Obligation Bonds (GOs). We have identified capital projects in the amount of $8,396,260 to be included in the proposed FY 2025 General Obligation Bond sale.

The proposed amounts for debt issuance will be rounded to the nearest $5,000. We began the bond issuance and notification process when the City Council approved a resolution of the Notice of Intent to issue Certificates of Obligation on June 16, 2025. The City Council also directed staff to bring forward a parameters ordinance for consideration this year due to uncertainty in the marketplace. The parameters under which the certificates can be sold are as follows:

- The aggregate principal amount of the Certificates shall not exceed $8,500,000;
- The true interest cost of the Certificates shall not exceed 5%;
- The final maturity of the Certificates shall not be later than March 1, 2045; and
- The delegation made hereby shall expire if not exercised by the Pricing Officer within ninety (90) days from the date of adoption hereof.

RECOMMENDATION:

Move approval of the ordinance authorizing the issuance of City of Burleson, Texas, General Obligation Bonds, Series 2025; establishing procedures and delegating authority for the sale and delivery of the Bonds; providing an effective date; and enacting other provisions relating to the subject.

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

On September 9, 2024, the Council approved the final reading of the City's FY 2024-2025 annual budget with the five-year capital improvement plan.

On November 18, 2024, the Council approved an updated capital improvement plan.

On November 18, 2024, the Council approved a resolution declaring its intention to reimburse an amount not to exceed $86,430,000 for an array of public works, public safety, parks and recreation, and water and wastewater projects.

On May 27th, 2025, the Council reviewed an updated capital improvement plan.

On June 16, 2025, the City Council approved a notice of intent resolution to issue combination tax and revenue certificates of obligation.

REFERENCE:

N/A

FISCAL IMPACT:

N/A

STAFF CONTACT:

Harlan Jefferson
Deputy City Manager
hjefferson@burlesontx.com
817-426-9651

THE CITY OF BURLESON TEXAS

Debt Parameters Ordinance

PRESENTED TO THE CITY COUNCIL ON AUGUST 4, 2025

Summary

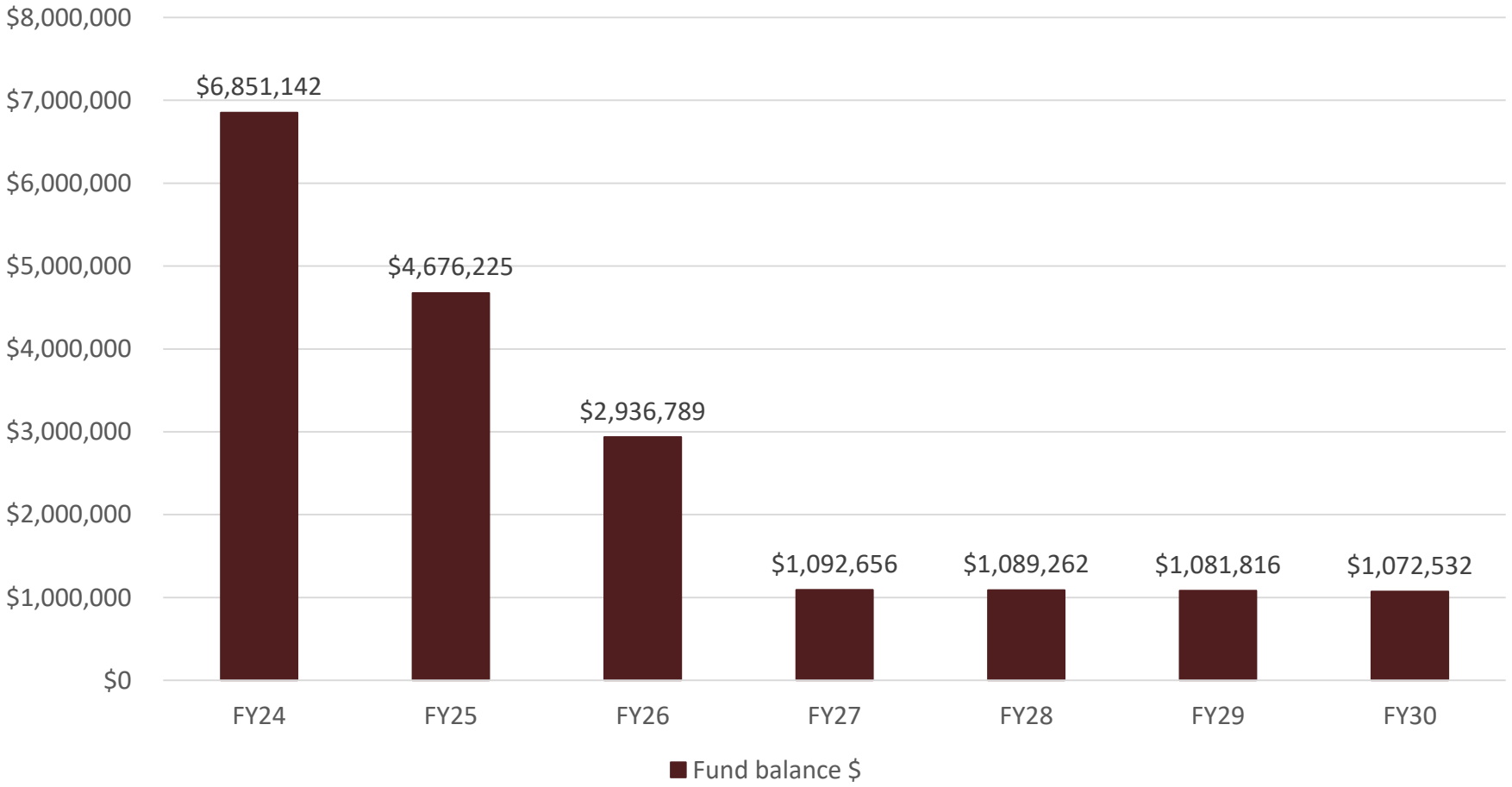
- Certificate of Obligation bonds not to exceed $45,260,000
  - $ 21,516,341 General Government COs
  - $ 9,927,930 Water and Sewer COs
  - $ 5,401,277 4A Economic Development Corporation COs
  - $ 7,903,232 4B Community Service Corporation COs
  - $ 506,578 TIF #2 COs
- General Obligation Bonds for $8,396,260.
- The General Obligation Bond program was approved by voters on May 7, 2022.
- The proposed amounts for debt issuance will be rounded to the nearest $5,000.

NOTE: For water and sewer COs, the City assumes it will issue reimbursement resolution in year 1 of CIP, issue debt in year 2, and begin payments in year 3

General Government
5-Year CIP Plan
FY 2025-2029
(Revised)

Project #	Project Name	2025	2026	2027	2028	2029	Total Per Project (FY25-29)
	GO Bond Projects						
ST2_50	Neighborhood Street Rebuilds	$750,000	$750,000	$261,876	$750,000	$2,597,953	$5,109,829
ST2202	Alsbury Ph. 2 -Hulen to CR1020 (Bridge)	$5,646,260					$5,646,260
FA2301	Police Expansion		$13,607,500	$16,409,500			$30,017,000
ST2501	SH174 Widening (Schematic & Environmental)				$750,000		$750,000
ST2306	Hulen at Wilshire Intersection	$200,000	$1,501,027				$1,701,027
	Hulen Widening (SH174 to Candler) (Design 4 Lanes; Build 2 Lanes)	$1,800,000	$6,003,653				$7,803,653
ST2503	Elk, Hillside, & FM731- Ped. & Int. Improvements		$204,871	$403,834			$608,705
FA2601	Fire Station #4				$2,500,000		$2,500,000
ST2601	FM 1902 and CR 910 Pedestrian Mobility		$300,000	$1,189,901			$1,489,901
ST2602	Wilshire Blvd. (SH174) Construction Documents (Hulen to City Limits)					$1,600,000	$1,600,000
	Additional Projects and Funding						
FA2302	Fire Station #1	$1,100,000					$1,100,000
FA2301	Police Expansion	$7,606,145					$7,606,145
ST2302	Alsbury Ph. 1B -Candler to Hulen Outside Lanes	$2,815,444					$2,815,444
ST2202	Alsbury Ph. 2 -Hulen to CR1020 (Bridge)	$2,116,276					$2,116,276
ST2306*	Hulen Widening (SH174 to Candler) (Design 4 Lanes; Build 2 Lanes)	$2,267,711	$11,770,242				$14,037,953
ST2503	Elk, Hillside, & FM731- Ped. & Int. Improvements			$705,749			$705,749
ST2_50	Additional Pavement Rehab	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$5,000,000
167361	Quiet Zone at Dobson Street and County Road 714			$1,045,541			$1,045,541
ST2309	Village Creek Parkway Expansion (Tarrant Co. Bond 50% Match)	$1,660,765					$1,660,765
FR2501	Two Fire Engines & Equipment	$2,600,000					$2,600,000
FR2502	Eight Storm Sirens	$350,000					$350,000
	Two New Ambulances		$1,326,000				$1,326,000
	One Replacement Street Sweeper		$325,000				$325,000
	Four Replacement Ambulances				$2,652,000		$2,652,000
	One New Ladder Truck					$2,438,197	$2,438,197
	One New Brush Truck					$367,332	$367,332
	One Replacement BearCat					$350,000	$350,000
	GO Bond TOTAL	$8,396,260	$22,367,051	$18,265,111	$4,000,000	$4,197,953	$57,226,375
	GO Capacity TOTAL	$21,516,341	$14,421,242	$2,751,290	$3,652,000	$4,155,529	$46,496,402
	CASH	$0	$0	$0	$0	$0	$0
	OTHER	$0	$0	$0	$0	$0	$0
	Total all funding sources	$29,912,601	$36,788,293	$21,016,401	$7,652,000	$8,353,482	$103,722,777

General Debt Service Fund

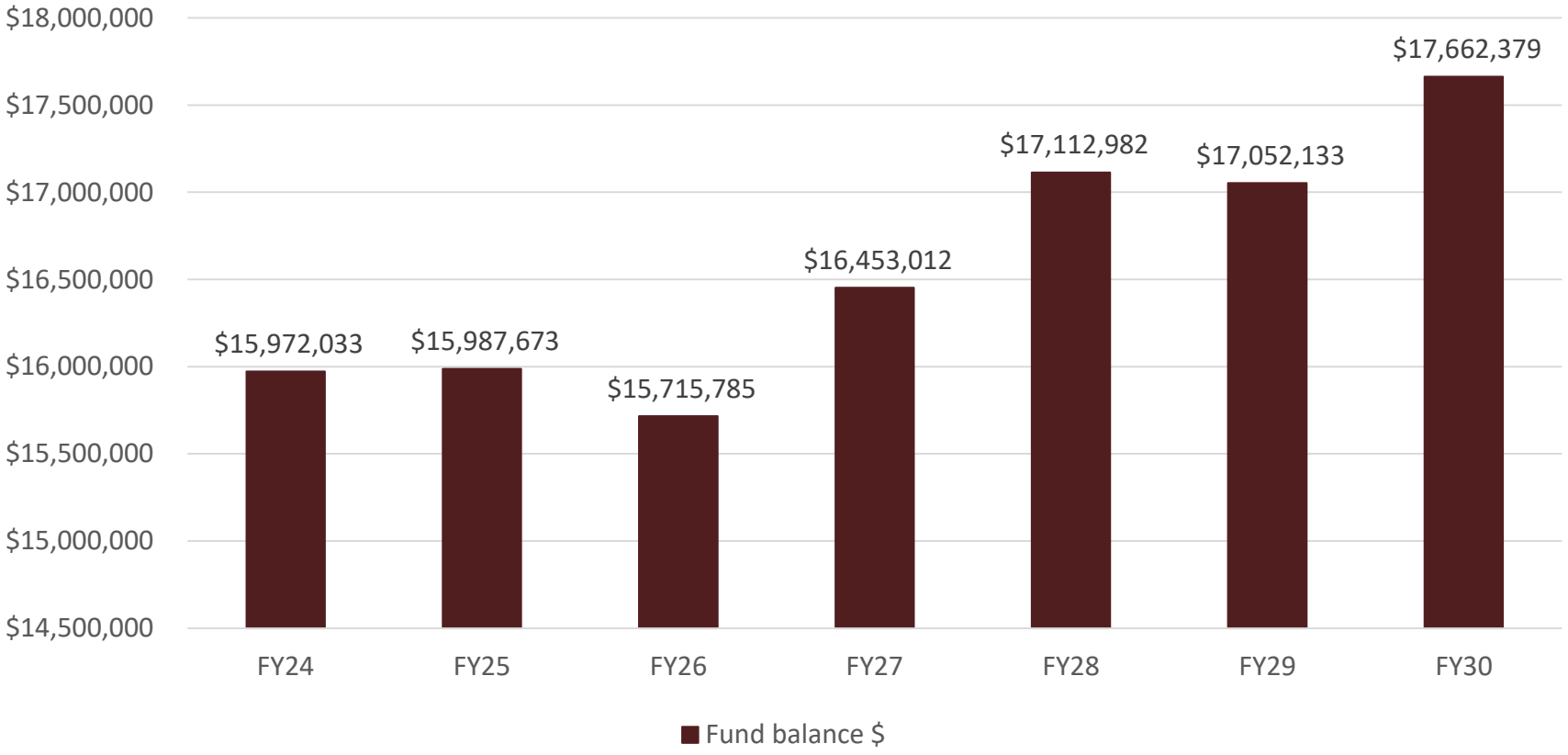


Water & Wastewater 5-Year CIP Plan FY 2024-2029 (Revised)

Project #	Water Projects Name	2024	2025	2026	2027	2028	2029	Total Per Project (FY24-29)
WW2_90	Waterline Rehabilitation	$2,000,000		$2,000,000	$2,000,000	$2,000,000	$2,000,000	$10,000,000
WA2301	Industrial Blvd Pump Station Expansion & Alsbury Pump Station Decommissior	$1,192,289	$15,913,678	$3,857,228				$20,963,195
WA2302	12" Willow Creek Waterline Looping		$837,619					$837,619
WA2401	Hulen Ground Storage Tank Rehabilitation			$152,000	$1,354,557			$1,506,557
DR2301	Service Center Detention	$1,250,000						$1,250,000
WA2403	8" Village Creek and 8" CR 715 Water Line Looping	$246,446	$1,177,838					$1,424,284
WA2502	Mountain Valley EST and GST Demolition			$84,395	$752,333			$836,728
ST2306*	16" Hulen Street Waterline		$464,889		$5,853,180			$6,318,069
WA2503	12" Waterline Loop for Mountain Valley		$410,248	$1,072,813				$1,483,061
WA2306	Offsite Water Supply from Fort Worth	$651,211	$2,193,995		$13,486,298			$16,331,504
WA2602	Hulen Pump Station Expansion					$391,255	$2,804,349	$3,195,604
	New Mountain Valley 0.75 MG EST				$475,000	$3,200,000		$3,675,000
WA2701	Turkey Peak Elevated Storage Tank Rehabilitation					$200,211	$1,437,171	$1,637,382
WA2702	Hidden Creek Pkwy Tank Rehab					$499,993		$499,993
WA26__	PLC Upgrade Project		$1,155,000					$1,155,000
	Water Bond Total	**$5,339,946**	**$22,153,267**	**$7,166,436**	**$23,921,368**	**$6,291,459**	**$6,241,520**	**$71,113,996**

Project #	Sewer Projects Name	2024	2025	2026	2027	2028	2029	Total Per Project (FY24-29)
WW2_90	Sewer Line Rehabilitation	$3,000,000		$1,687,839	$3,000,000	$3,000,000	$3,000,000	$13,687,839
WW2301	Trunk Relief Line (Town Creek Basin Parallel Buildout Interceptors)		$344,794	$24,178,034	$3,500,000			$28,022,828
WW2302	Lift Station Rehabilitations	$832,984						$832,984
WW2401	SE Tarrant Sewer Erosion Control(aka Sewer Line Protection-Booger Creek Im	$600,000						$600,000
WW2402	Sewer Line Easement Accuisition - Mockingbird to CR913	$155,000						$155,000
WW2502	Parkview Dr Sewer Upsizing to 10"			$139,285	$1,000,558			$1,139,843
WW2601	12" Wastewater line Replacement in Village Creek Basin (Golf Course)		$317,776	$2,454,224				$2,772,000
WW26__	Phase II - 24" Parallel Sewer from FM 731 to Village Creek					$3,780,000	$2,310,000	$6,090,000
WW26__	FM 917 and 35W Lift Station and Pressure Main			$600,724	$3,681,096			$4,281,820
WW26__	Future Sewer Capacity Study			$105,000				$105,000
WW26__	Chisholm West Lift Station Force Main / Collector			$913,500	$6,510,000			$7,423,500
WW26__	Hyder Ranch Masterplan Sewer (G-B, G-C & C-H)					$3,465,000		$3,465,000
WW26__	Legacy Hill Sewer Extension			$651,000				$651,000
	Sewer Vacuum Truck		$518,000					$518,000
	Sewer Bond Total	**$4,587,984**	**$1,180,570**	**$30,729,606**	**$17,691,654**	**$10,245,000**	**$5,310,000**	**$69,744,814**
	Water & Sewer Bond Total	**$9,927,930**	**$23,333,837**	**$37,896,042**	**$41,613,022**	**$16,536,459**	**$11,551,520**	**$140,858,810**

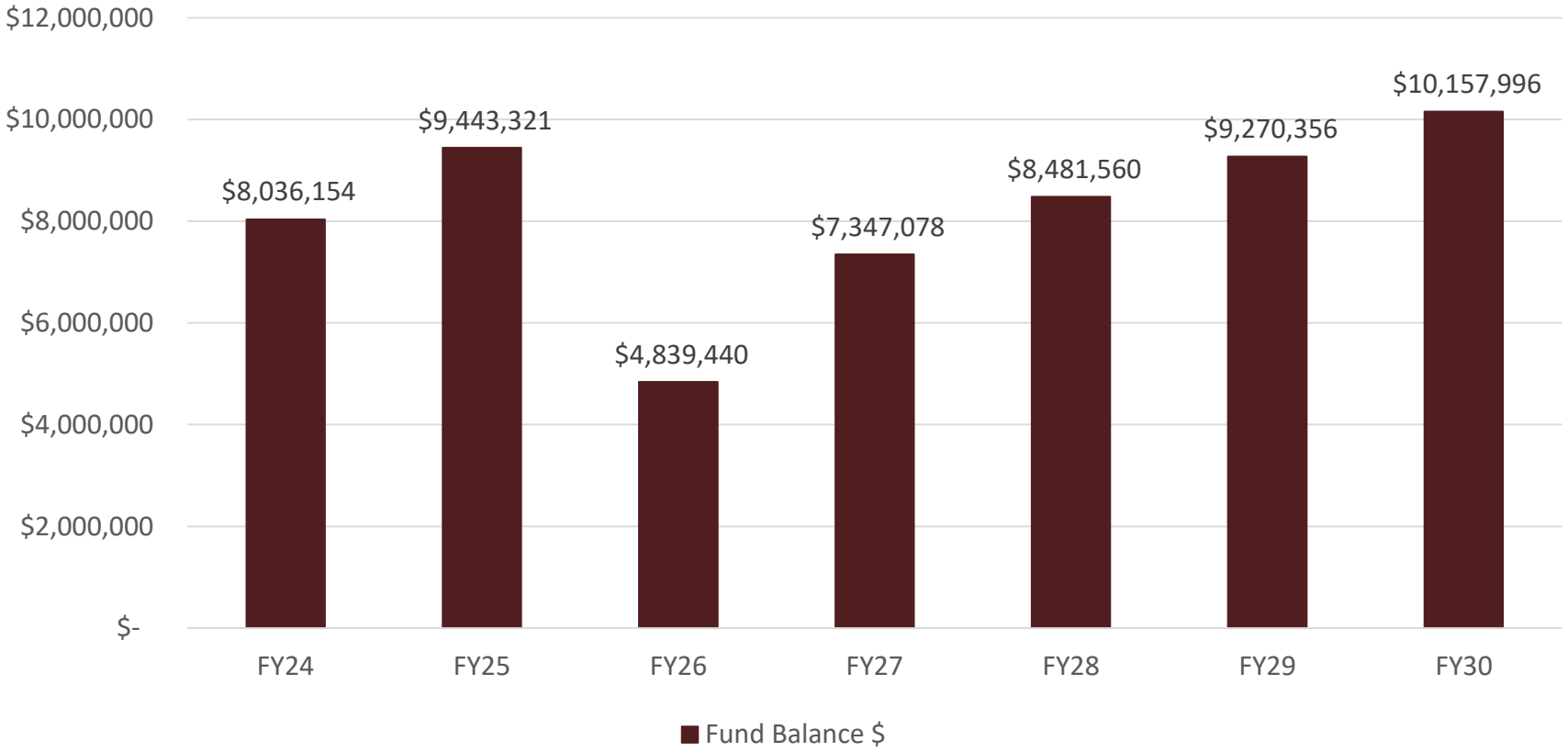
Water and Wastewater Fund



4A Capital Projects Plan
FY 2025-2029
(Revised)

Project #	4A Projects Name	2025	2026	2027	2028	2029	Total Per Project (FY25-29)
ST2301	Alsbury Blvd	$4,001,277		$5,000,000	$5,000,000		$14,001,277
DV2302	Lakewood Drive Extension	$100,000		$4,000,000			$4,100,000
	Hooper Business Park Sign			$500,000			$500,000
	Future Project				$10,000,000		$10,000,000
	Project Wave	$800,000					$800,000
	West Side Infrastructure	$500,000	$5,000,000				$5,500,000
	4A Bond Total	$5,401,277	$5,000,000	$9,500,000	$15,000,000	$0	$34,901,277

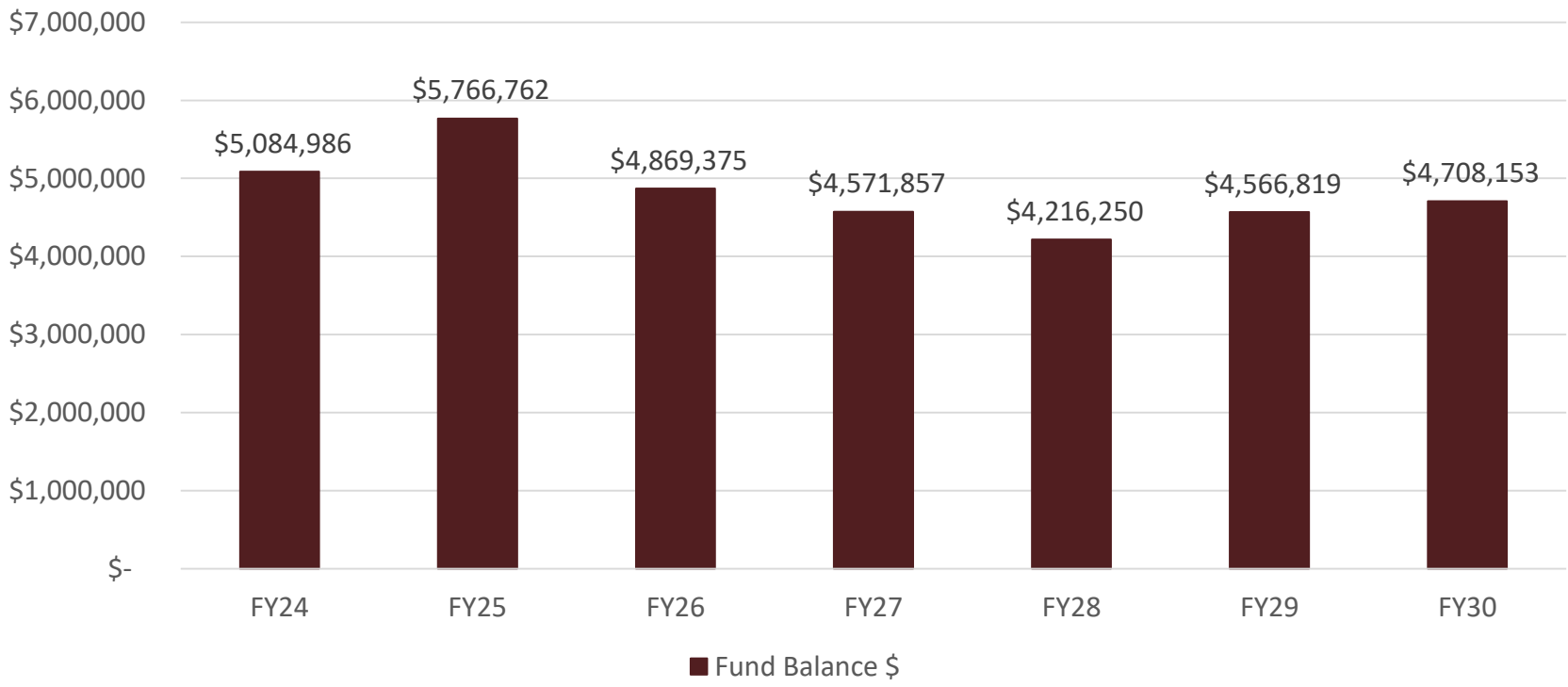
4A Corporation Fund



4B Capital Projects Plan
FY 2025-2029

4B Projects Name	2025	2026	2027	2028	2029	Total Per Project (FY25-29)
Centennial	$525,000					$525,000
Chisenhall Field Turf	$2,205,000					$2,205,000
Adult Softball Fields	$2,163,000					$2,163,000
Shannon Creek Park	$1,881,675					$1,881,675
Community Park	$540,750					$540,750
Natatorium - Indoor Play Structure	$443,674					$443,674
Russell Farm-Chesapeake Building HVAC and Facility Improvements	$54,133					$54,133
Warren Park-Study		$75,075				$75,075
Mistletoe Hill - Bathroom Addition			$163,375			$163,375
Green Ribbon	$90,000	$120,750				$210,750
BRiCk - Dry Sauna		$444,087				$444,087
Russell Farm - Domestic Water		$21,000				$21,000
Russell Farm - Bathroom at Chesapeake Building		$75,448				$75,448
Russell Farm - Master Plan		$32,051				$32,051
Golf - Fence		$262,500				$262,500
Golf - Additional Well		$183,750				$183,750
Bailey Lake - New Playground			$523,687			$523,687
Mistletoe Hill			$614,250			$614,250
Golf - Pond Renovation			$99,419			$99,419
New Community Park - Playground				$787,500		$787,500
Bartlett - Playground Replacement				$441,000		$441,000
Heberle - Park Improvements				$352,800		$352,800
Elk Ridge Park - Bathroom Addition				$170,336		$170,336
Golf - Greens Resurface				$460,156		$460,156
Chisenhall - Playground Replacement					$546,000	$546,000
Warren Park - Park Improvements					$1,312,500	$1,312,500
Bailey Lake - Low Water Crossing					$231,000	$231,000
BRiCk Roof Replacement					$1,260,000	$1,260,000
Total	**$7,903,232**	**$1,214,661**	**$1,400,731**	**$2,211,792**	**$3,349,500**	**$16,079,916**

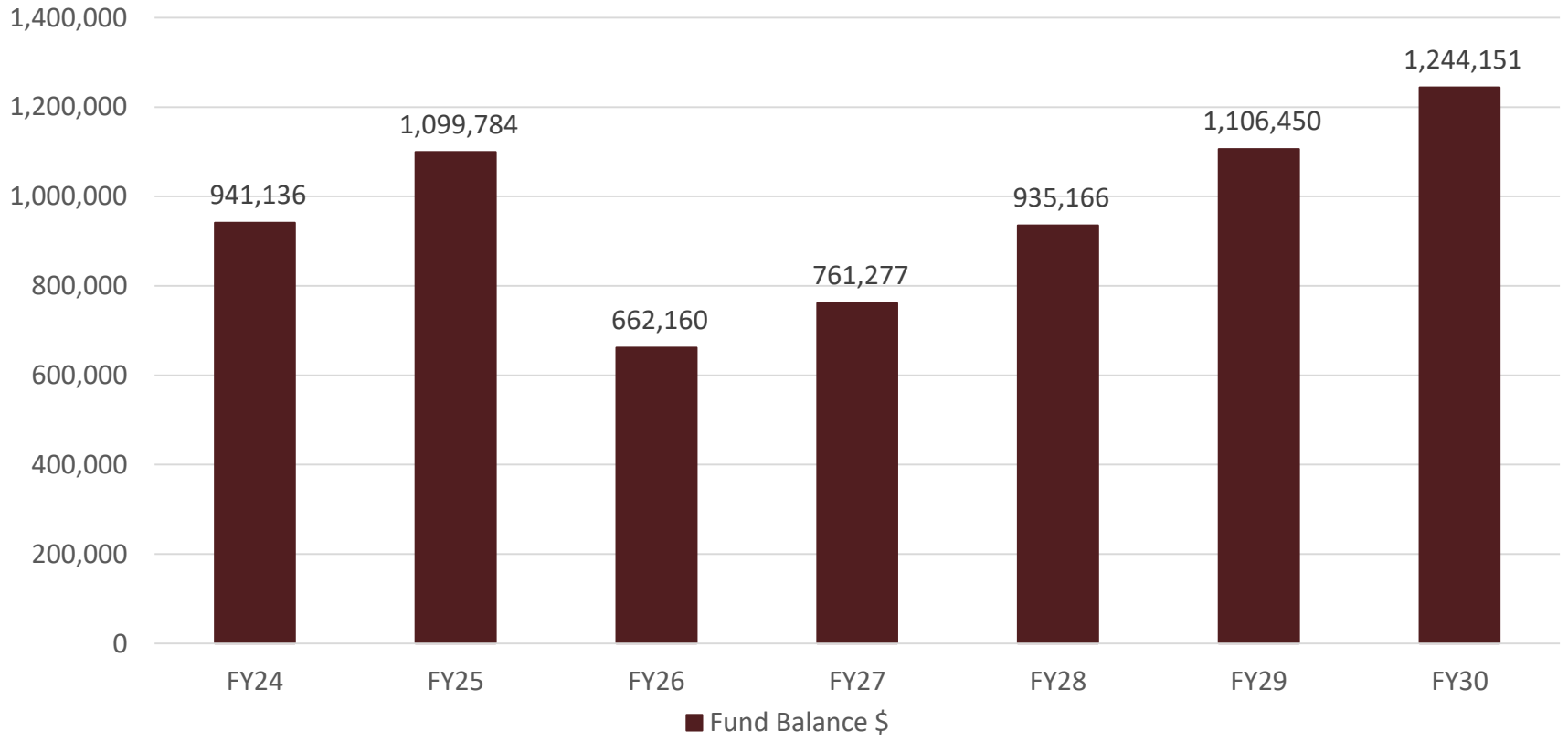
4B Corporation Fund



TIF2 5-Year CIP Plan FY 2025-2029 (Revised)

Project #	TIF 2 Project Name	2025	2026	2027	2028	2029	Total Per Project (FY25-29)
ST2508	Ellison & Wilson- Sidewalk ADA	$233,377					$233,377
ST2509	Old Town Lighting Improvements (Bransom & Bufford)	$273,201					$273,201
	Total	$506,578	$0	$0	$0	$0	$506,578

TIF2 Fund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FY24
FY25
FY26
FY27
FY28
FY29
FY30
Fund Balance $

What is a Parameters Ordinance?

- A legal ordinance passed by a city council or governing body
- Authorizes issuance of municipal bonds
- Delegates authority to finalize details within specified parameters
- Also called a "delegation ordinance"

Key Elements of a Parameters Ordinance

- Authorizes the purpose and general terms of bond issuance
- Sets limits on:
  - Maximum principal amount
  - Maximum interest rate
  - Maximum maturity (years)
  - Latest sale date
- Delegates to designated official (e.g., City Manager or Finance Director)

Legal Authority in Texas

- Texas Government Code Section 1207.007
- Applies to both new money and refunding bonds
- Allows delegation of final bond terms for up to 1 year after the ordinance is adopted

Why Use a Parameters Ordinance?

- **Market Responsiveness:** Time the sale to secure favorable rates
- **Efficiency:** Avoid repeated council meetings
- **Control:** The Governing body still sets firm boundaries
- **Delegated Expertise:** Utilizes staff and advisors to manage complex transactions

Example Scenario

- Council passes a parameters ordinance:
  - Up to $10 million in bonds
  - Not to exceed 5% interest
  - Term not to exceed 20 years
  - The sale must occur within 180 days
- City Manager authorized to finalize sale within those parameters

Summary Parameters Ordinances

- Parameters ordinances provide flexibility without sacrificing oversight
- Useful for both refunding and new money issuances
- Empower cities to act strategically in a dynamic bond market

Specific Parameters for GOs and COs

- The aggregate principal amount of the COs shall not exceed $45,260,000;
- The aggregate principal amount of the GOs shall not exceed $8,500,000;
- The true interest cost of the Certificates shall not exceed 5%;
- The final maturity of the Certificates shall not be later than March 1, 2045; and
- The delegation made hereby shall expire if not exercised by the Pricing Officer within ninety (90) days from the date of adoption hereof.

Debt Issuance Calendar

Complete By	Day	Event
8-May-25	Thursday	HilltopSecurities requests information for preparation of the Official Statement
15-May-25	Thursday	HilltopSecurities receives requested information. HilltopSecurities begins preparation of the Official Statement
5-Jun-25	Thursday	1st Draft Official Statement distributed to the City and Bond Counsel
12-Jun-25	Thursday	HilltopSecurities receives comments on 1st Draft of Official Statement
16-Jun-25	**Monday**	**Council meeting to approve Resolution directing staff to proceed with bond issuance process & approve publication of Notice of Intent for CO's**
19-Jun-25	Thursday	2nd Draft Official Statement distributed to the City and Bond Counsel
19-Jun-25	**Thursday**	**1st Notice of Intent published for CO's**
26-Jun-25	**Thursday**	**2nd Notice of Intent published for CO's**
26-Jun-25	Thursday	HilltopSecurities receives comments on 2nd Draft of Official Statement
30-Jun-25	Monday	Distribute POS to Rating Agencies
Week of July 7th - 11th		Rating Calls

Debt Issuance Calendar Continued

Complete By	Day	Event
25-Jul-25	Friday	Receive Ratings
28-Jul-25	Monday	Electronically Post Official Statement to Potential Purchasers
4-Aug-25	**Monday**	**City Council passes Ordinances authorizing issuance of the Certificates**
28-Aug-25	Thursday	Bond and Certificate Closing and Delivery of Funds to the City

QUESTIONS/COMMENTS

Options

- Approve or Deny GO and CO Ordinances
- Staff recommends Approval of Ordinances

CSO# _____

ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF BURLESON, TEXAS, GENERAL OBLIGATION BONDS, SERIES 2025; ESTABLISHING PROCEDURES AND DELEGATING AUTHORITY FOR THE SALE AND DELIVERY OF THE BONDS; PROVIDING AN EFFECTIVE DATE; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

THE STATE OF TEXAS §
COUNTIES OF JOHNSON AND TARRANT §
CITY OF BURLESON §

WHEREAS, by virtue of election held within the City of Burleson, Texas (the "Issuer") on May 7, 2022 (the "Election"), this City Council became authorized to issue, sell and deliver the general obligation bonds of the Issuer, of which there have been issued heretofore, are authorized to be issued by this Ordinance, and will remain authorized but unissued hereafter, as described in the Pricing Certificate (hereinafter defined);

WHEREAS, this City Council finds and determines that it is necessary and proper to order the issuance, sale and delivery of such voted bonds;

WHEREAS, the Issuer is an "Issuer" under Section 1371.001(4)(P), Texas Government Code, having (i) a principal amount of at least $100 million in outstanding long-term indebtedness, in long-term indebtedness proposed to be issued, or a combination of outstanding or proposed long-term indebtedness and (ii) some amount of long-term indebtedness outstanding or proposed to be issued that is rated in one of the four highest rating categories for long-term debt instruments by a nationally recognized rating agency for municipal securities, without regard to the effect of any credit agreement or other form of credit enhancement entered into in connection with the obligation; and

WHEREAS, the Bonds hereinafter authorized to be issued were voted and are to be issued, sold and delivered pursuant to the general laws of the State of Texas, including Texas Government Code, Chapter 1371 and Texas Government Code, Chapter 1331, as amended; and

WHEREAS, it is officially found, determined, and declared that the meeting at which this Ordinance has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by the applicable provisions of Chapter 551 Texas Government Code; Now, Therefore

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

Section 1. RECITALS, AMOUNT AND PURPOSE OF THE BONDS.

(a) The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section.

(b) The Bonds of the City of Burleson, Texas (the "Issuer") are hereby authorized to be issued and delivered, in one or more series, in the aggregate principal amount not to exceed the amount set forth below for (i) designing, constructing, improving, extending, expanding, upgrading and developing streets, roads,

bridges, thoroughfares and related improvements in the Issuer, including utility relocation, landscaping, sidewalks and pedestrian walkways, lighting, signalization, drainage, and the purchase of any necessary land or right-of-way; and (ii) paying the costs of issuance of the Bonds (collectively, the "Project").

(c) Each bond issued pursuant to this Ordinance shall be designated: "CITY OF BURLESON, TEXAS, GENERAL OBLIGATION BOND, SERIES 2025," or such other designation as set forth in the Pricing Certificate (defined below) and initially there shall be issued, sold, and delivered hereunder one fully registered bond, without interest coupons, with bonds issued in replacement thereof being in the denominations and principal amounts hereinafter stated and numbered consecutively from R-1 upward, payable to the respective Registered Owners thereof (with the initial bond being made payable to the initial purchaser as described in Section 10 hereof), or to the registered assignee or assignees of said bonds or any portion or portions thereof (in each case, the "Registered Owner"). The Bonds shall be in the respective denominations and principal amounts, shall be numbered, shall mature and be payable on the date or dates in each of the years and in the principal amounts, and shall bear interest to their respective dates of maturity or redemption prior to maturity at the rates per annum, as set forth in the Pricing Certificate (defined below).

Section 2. DELEGATION TO PRICING OFFICER.

(a) As authorized by Chapter 1371, Texas Government Code, as amended, the Mayor, City Manager and any Deputy City Manager of the Issuer (each a "Pricing Officer") are each hereby authorized to act on behalf of the Issuer in selling and delivering the Bonds, carrying out the other procedures specified in this Ordinance, including, determining the date of the Bonds, any additional or different designation or title by which the Bonds shall be known, whether the Bond shall be sold and delivered in one or more series and the date and sale and delivery of each such series, the amount of Bonds to be sold and the authorized purposes set forth in Section 1 for which such Bonds are issued, the price at which the Bonds will be sold, the years in which the Bonds will mature, the principal amount to mature in each of such years, the rate of interest to be borne by each such maturity, the interest payment and record dates, the price and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the Issuer, as well as any mandatory sinking fund redemption provisions, and all other matters relating to the issuance, sale, and delivery of the Bonds and obtaining municipal bond insurance for all or any portion of the Bonds and providing for the terms and provisions thereof applicable to the Bonds (including the execution of any commitment agreements, membership agreements in mutual insurance companies, and other similar agreements), all of which shall be specified in the Pricing Certificate executed by the Pricing Officer (the "Pricing Certificate"); provided that:

(i) the aggregate principal amount of the Bonds shall not exceed $8,500,000;

(ii) the true interest cost of the Bonds shall not exceed 5.00% per annum; provided that the net effective interest rate on the Bonds shall not exceed the maximum rate set forth in Chapter 1204, Texas Government Code, as amended;

(iii) the final maturity of the Bonds shall not be later than March 1, 2045; and

(iv) the delegation made hereby shall expire if not exercised by the Pricing Officer within ninety (90) days from the date of adoption hereof.

(b) In establishing the aggregate principal amount of the Bonds, the Pricing Officer shall establish an amount not exceeding the amount authorized in Subsection (a) hereof, which shall be sufficient in

amount to provide for the purposes for which the Bonds are authorized and to pay costs of issuing the Bonds. The Bonds shall be sold with and subject to such terms as set forth in the Pricing Certificate.

(c) The Pricing Officer shall determine whether the Bonds will be sold by private placement or negotiated or competitive sale.

Section 3. CHARACTERISTICS OF THE BONDS.

(a) Appointment of Paying Agent/Registrar. The selection and appointment of the paying agent/registrar for the Bonds (the "Paying Agent/Registrar") shall be as provided in the Pricing Certificate. The Pricing Officer is authorized and directed to execute and deliver in the name and on behalf of the Issuer a Paying Agent/Registrar Agreement with the Paying Agent/Registrar.

(b) Registration, Transfer, Conversion and Exchange. The Issuer shall keep or cause to be kept at the corporate trust office of the Paying Agent/Registrar books or records for the registration of the transfer, conversion and exchange of the Bonds (the "Registration Books"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided within three (3) days of presentation in due and proper form. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the registered owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Bond or Bonds. Registration of assignments, transfers, conversions and exchanges of Bonds shall be made in the manner provided and with the effect stated in the FORM OF BOND set forth in this Ordinance. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

(c) Authentication. Except as provided in this Section, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign said Bond, and no such Bond shall be deemed to be issued or outstanding unless such Bond is so executed. The Paying Agent/Registrar promptly shall cancel all paid Bonds and Bonds surrendered for conversion and exchange. No additional ordinances, orders or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing conversion and exchange of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution and delivery of the substitute Bonds in the manner prescribed herein. Pursuant to Subchapter D, Chapter 1201, Texas Government Code, the duty of conversion and exchange of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Bond, the converted and exchanged Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds which initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(d) Payment of Principal and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds, all as

provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Bonds, and of all conversions and exchanges of Bonds, and all replacements of Bonds, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each registered owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(e) Payment to Registered Owner. Notwithstanding any other provision of this Ordinance to the contrary, the Issuer and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Registration Books as the absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the registered owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid.

(f) Paying Agent/Registrar. The Issuer covenants with the registered owners of the Bonds that at all times while the Bonds are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution or other agency to act as and perform the services of Paying Agent/Registrar for the Bonds under this Ordinance, and that the Paying Agent/Registrar will be one entity. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(g) Substitute Paying Agent/Registrar. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than one hundred-twenty (120) days written notice to the Paying Agent/Registrar, to be effective not later than sixty (60) days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each registered owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar.

(h) Book-Entry Only System. The Bonds issued in exchange for the Bonds initially issued to the purchaser or purchasers specified herein shall be initially issued in the form of a separate single fully registered Bond for each of the maturities thereof and the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"),

and except as otherwise provided in this Section, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

(i) Blanket Letter of Representations. The previous execution and delivery of the Blanket Letter of Representations with respect to obligations of the Issuer is hereby ratified and confirmed; and the provisions thereof shall be fully applicable to the Bonds. Notwithstanding anything to the contrary contained herein, while the Bonds are subject to DTC's Book-Entry Only System and to the extent permitted by law, the Letter of Representations is hereby incorporated herein and its provisions shall prevail over any other provisions of this Ordinance in the event of conflict.

(j) Bonds Registered in the Name of Cede & Co. With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created ("DTC Participant") to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of Bonds, as shown on the Registration Books, of any notice with respect to the Bonds, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of Bonds, as shown in the Registration Books of any amount with respect to principal of or interest on the Bonds. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the registered owner at the close of business on the Record date, the words "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(k) Successor Securities Depository; Transfers Outside Book-Entry Only System. In the event that the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the Issuer to DTC or that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Issuer shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names registered owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

(l) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the representation letter of the Issuer to DTC.

(m) General Characteristics of the Bonds. The Bonds (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the Registered Owners thereof, (ii) may and shall be redeemed prior to their scheduled maturities, (iii) may be

transferred and assigned, (iv) may be converted and exchanged for other Bonds, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Bonds shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Bonds, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF BOND set forth in this Ordinance. The Bonds initially issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Bond issued in conversion of and exchange for any Bond or Bonds issued under this Ordinance the Paying Agent/Registrar shall execute the Paying Agent/Registrar's Authentication Certificate, in the FORM OF BOND set forth in this Ordinance.

(n) Cancellation of Initial Bond. On the closing date, one initial Bond representing the entire principal amount of the Bonds, payable in stated installments to the purchaser designated in the Pricing Certificate, executed by manual or facsimile signature of the Mayor and City Secretary of the Issuer, approved by the Attorney General of Texas, and registered and signed in accordance with law by the Comptroller of Public Accounts of the State of Texas, will be delivered to such purchaser or its designee. Upon payment for such initial Bond, the Paying Agent/Registrar shall cancel such initial Bond and deliver to DTC on behalf of such purchaser one registered definitive Bond for each year of maturity of such Bonds, in the aggregate principal amount of all of the Bonds for such maturity, registered in the name of Cede & Co., as nominee of DTC. To the extent that the Paying Agent/Registrar is eligible to participate in DTC's FAST System, pursuant to an agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Bonds in safekeeping for DTC.

Section 4. FORM OF BONDS. The form of the Bonds, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Bonds initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

(a) Form of Bond.

NO. R-

PRINCIPAL AMOUNT
$_____

UNITED STATES OF AMERICA
STATE OF TEXAS

CITY OF BURLESON, TEXAS
GENERAL OBLIGATION BOND
SERIES 2025

INTEREST RATE	DELIVERY DATE	MATURITY DATE	CUSIP NO.
_____	_____	_____	_____

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

ON THE MATURITY DATE specified above, the City of Burleson, in Johnson and Tarrant Counties, Texas, (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified

above. The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from _____ at the Interest Rate per annum specified above. Interest is payable on _____, ____ and semiannually on each _____ and _____ thereafter to the Maturity Date specified above, or the date of redemption prior to maturity; except, if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the registered owner hereof upon presentation and surrender of this Bond at maturity, or upon the date fixed for its redemption prior to maturity, at the principal corporate trust office of _____, _____, _____, which is the "Paying Agent/Registrar" for this Bond. The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the registered owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the ordinance authorizing the issuance of this Bond (the "Bond Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at its address as it appeared on the _____ day of the month preceding each such interest payment date, regardless of whether such day is a business day (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Bond appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

ANY ACCRUED INTEREST due at maturity or upon the redemption of this Bond prior to maturity as provided herein shall be paid to the registered owner upon presentation and surrender of this Bond for payment or redemption at the principal corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the registered owner of this Bond that on or before each principal payment date and interest payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due.

IF THE DATE for any payment of the principal of or interest on this Bond shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day that is not such a Saturday, Sunday, legal holiday

or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND is one of a series of Bonds dated _____, _____, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of $_____ for the public purposes of (i) designing, constructing, improving, extending, expanding, upgrading and developing streets, roads, bridges, thoroughfares and related improvements in the City, including utility relocation, landscaping, sidewalks and pedestrian walkways, lighting, signalization, drainage, and the purchase of any necessary land or right-of-way; and (ii) paying the costs of issuance of the Bonds.

ON _____, or on any date thereafter, the Bonds of this series may be redeemed prior to their scheduled maturities, at the option of the Issuer, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Bonds, or portions thereof, to be redeemed shall be selected and designated by the Issuer (provided that a portion of a Bond may be redeemed only in an integral multiple of $5,000), at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption.

THE BONDS scheduled to mature on _____ in the years ____ and ____ (the "Term Bonds") are subject to scheduled mandatory redemption by the Paying Agent/Registrar by lot, or by any other customary method that results in a random selection, at a price equal to the principal amount thereof, plus accrued interest to the redemption date, out of moneys available for such purpose in the interest and sinking fund for the Bonds, on the dates and in the respective principal amounts, set forth in the following schedule:

Mandatory Redemption Date	Principal Amount($)

*

* Stated Maturity.

The principal amount of Term Bonds of a stated maturity required to be redeemed on any mandatory redemption date pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the Issuer, by the principal amount of any Term Bonds of the same maturity which, at least 50 days prior to a mandatory redemption date (1) shall have been acquired by the Issuer at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the Issuer at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory redemption requirement.

IF AT THE TIME OF MAILING of notice of optional redemption there shall not have either been deposited with the Paying Agent/Registrar or legally authorized escrow agent immediately available funds sufficient to redeem all the Bonds called for redemption, such notice may state that it is conditional, and is subject to the deposit of the redemption moneys with the Paying Agent/Registrar or legally authorized escrow agent at or prior to the redemption date. If such redemption is not effectuated, the Paying

Agent/Registrar shall, within five days thereafter, give notice in the manner in which the notice of redemption was given that such moneys were not so received and shall rescind the redemption.

AT LEAST THIRTY (30) DAYS prior to the date fixed for any redemption of Bonds or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, at least thirty (30) days prior to the date fixed for any such redemption, to the registered owner of each Bond to be redeemed at its address as it appeared on the business day prior to such redemption date; provided, however, that the failure of the registered owner to receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Bond. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Bonds or portions thereof that are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Bonds or portions thereof that are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Bond shall be redeemed, a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of $5,000, at the written request of the registered owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Bond Ordinance.

WITH RESPECT TO ANY OPTIONAL REDEMPTION OF THE BONDS, unless certain prerequisites to such redemption required by this Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the Issuer, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a notice of conditional redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the Issuer shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

ALL BONDS OF THIS SERIES are issuable solely as fully registered Bonds, without interest coupons, in the denomination of any integral multiple of $5,000. As provided in the Bond Ordinance, this Bond may, at the request of the registered owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered Bonds, without interest coupons, payable to the appropriate registered owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of $5,000 as requested in writing by the appropriate registered owner, assignee or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Ordinance. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any integral multiple of $5,000 to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Bond may be executed by the registered

owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any portion or portions hereof from time to time by the registered owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Bond or portion thereof will be paid by the Issuer. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or (ii) with respect to any Bond or any portion thereof called for redemption prior to maturity, within forty-five (45) days prior to its redemption date.

IN THE EVENT any Paying Agent/Registrar for the Bonds is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Bond Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the registered owners of the Bonds.

IT IS HEREBY certified, recited and covenanted that this Bond has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Bond have been performed, existed and been done in accordance with law; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said Issuer, and have been pledged for such payment, within the limit prescribed by law.

THE ISSUER HAS RESERVED THE RIGHT to amend the Bond Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the registered owners of a majority in aggregate principal amount of the outstanding Bonds.

BY BECOMING the registered owner of this Bond, the registered owner thereby acknowledges all of the terms and provisions of the Bond Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Bond Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Bond and the Bond Ordinance constitute a contract between each registered owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed with the manual or facsimile signature of the Mayor of the Issuer (or in the Mayor's absence, the Mayor Pro Tem) and countersigned with the manual or facsimile signature of the City Secretary of said Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Bond.

(signature)	(signature)
City Secretary	Mayor

(SEAL)

(b) Form of Paying Agent/Registrar's Authentication Certificate.

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE
(To be executed if this Bond is not accompanied by an executed Registration Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Bond has been issued under the provisions of the Bond Ordinance described in the text of this Bond; and that this Bond has been issued in conversion or replacement of, or in exchange for, a Bond, Bonds, or a portion of a Bond or Bonds of a series that originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: _____

_____
Paying Agent/Registrar

By: _____
Authorized Representative

(c) Form of Assignment.

ASSIGNMENT
(Please print or type clearly)

For value received, the undersigned hereby sells, assigns and transfers unto: _____

_____

Transferee's Social Security or Taxpayer Identification Number: _____

Transferee's name and address, including zip code: _____

_____

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

_____, attorney, to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____ .

Signature Guaranteed:

_____
NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.

_____
NOTICE: The signature above must correspond with the name of the registered owner as it appears upon the front of this Bond in every particular, without alteration or enlargement or any change whatsoever.

(d) Form of Registration Certificate of the Comptroller of Public Accounts.

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

I hereby certify that there is on file and of record in my office a true and correct copy of the opinion of the Attorney General of the State of Texas approving this Bond and that this Bond has been registered this day by me.

Witness my signature and seal this _____.

_____
Acting Comptroller of Public Accounts of the State of Texas

(COMPTROLLER'S SEAL)

(e) Initial Bond Insertions.

(i) The initial Bond shall be in the form set forth is paragraph (a) of this Section, except that:

A. immediately under the name of the Bond, the headings "Interest Rate" and "Maturity Date" shall both be completed with the words "As shown below" and "CUSIP No. _____" shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"THE CITY OF BURLESON, TEXAS, in Johnson and Tarrant Counties, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on _____ in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

Years(_/_)	Principal Installments($)	Interest Rates($)

(Information from Section 2 to be inserted)

The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the _____ at the respective Interest Rate per annum specified above. Interest is payable on _____, and semiannually on each _____ and _____ thereafter to the date of payment of the principal installment specified above, or the date of redemption prior to maturity; except, that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest

on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full."

C. The Initial Bond shall be numbered "T-1."

Section 5. INTEREST AND SINKING FUND.

(a) A special "Interest and Sinking Fund" is hereby created and shall be established and maintained by the Issuer as a separate fund or account and the funds therein shall be deposited into and held in an account at an official depository bank of said Issuer. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of said Issuer, and shall be used only for paying the interest on and principal of said Bonds. All amounts received from the sale of the Bonds as accrued interest shall be deposited upon receipt to the Interest and Sinking Fund, and all ad valorem taxes levied and collected for and on account of said Bonds shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any of said Bonds are outstanding and unpaid, the governing body of said Issuer shall compute and ascertain a rate and amount of ad valorem tax that will be sufficient to raise and produce the money required to pay the interest on said Bonds as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of said Bonds as such principal matures (but never less than 2% of the original amount of said Bonds as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of said Issuer, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in said Issuer, for each year while any of said Bonds are outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of said Bonds, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law.

(b) Notwithstanding the requirements of this section, if lawfully available moneys of the Issuer are actually on deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes that otherwise would have been required to be levied pursuant to this Section may be reduced to the extent and by the amount of the lawfully available funds then on deposit in the Interest and Sinking Fund.

(c) Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the pledge of the taxes under this Section, and is therefore valid, effective, and perfected. Should Texas law be amended at any time while the Bonds are outstanding and unpaid, the result of such amendment being that the pledge of the taxes under this Section is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, in order to preserve to the registered owners of the Bonds a security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code and enable a filing of a security interest in said pledge to occur.

Section 6. DEFEASANCE OF BONDS.

(a) Any Bond and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Bond") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by

irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Bonds shall have become due and payable. At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities, and thereafter the Issuer will have no further responsibility with respect to amounts available to such paying agent (or other financial institution permitted by applicable law) for the payment of such Defeased Bonds, including any insufficiency therein caused by the failure of such paying agent (or other financial institution permitted by applicable law) to receive payment when due on the Defeasance Securities.. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem Defeased Bonds that is made in conjunction with the payment arrangements specified in subsection (a)(i) or (ii) of this Section shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the Issuer expressly reserves the right to call the Defeased Bonds for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Bonds immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Bonds and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Bonds may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsections (a)(i) or (ii) of this Section. All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Bonds, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) The term "Defeasance Securities" means any securities and obligations now or hereafter authorized by State law that are eligible to refund, retire or otherwise discharge obligations such as the Bonds. The Pricing Officer may restrict Defeasance Securities as deemed necessary.

(d) Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds the same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(e) In the event that the Issuer elects to defease less than all of the principal amount of Bonds of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Bonds by such random method as it deems fair and appropriate.

Section 7. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS.

(a) Replacement Bonds. In the event any outstanding Bond is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new Bond of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) Application for Replacement Bonds. Application for replacement of damaged, mutilated, lost, stolen or destroyed Bonds shall be made by the registered owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Bond, the registered owner applying for a replacement Bond shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Bond, the registered owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Bond, as the case may be. In every case of damage or mutilation of a Bond, the registered owner shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Bond shall have matured, and no default has occurred that is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Bond, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Bonds. Prior to the issuance of any replacement Bond, the Paying Agent/Registrar shall charge the registered owner of such Bond with all legal, printing, and other expenses in connection therewith. Every replacement Bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Bonds duly issued under this Ordinance.

(e) Authority for Issuing Replacement Bonds. In accordance with Section 1206.022, Texas Government Code, this Section 7 of this Ordinance shall constitute authority for the issuance of any such replacement Bond without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such Bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bonds in the form and manner and with the effect, as provided in Section 3(a) of this Ordinance for Bonds issued in conversion and exchange for other Bonds.

Section 8. CUSTODY, APPROVAL, AND REGISTRATION OF BONDS; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED; ENGAGEMENT OF BOND COUNSEL.

(a) The Mayor or Pricing Officer of the Issuer is hereby authorized to have control of the Bonds initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Bonds pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Bonds said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually, by facsimile, electronically or otherwise, sign the Comptroller's Registration Certificate attached to such Bonds, and the seal of said Comptroller shall be impressed, or

placed in facsimile, on such Bond. The approving legal opinion of the Issuer's Bond Counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on the Bonds issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Bonds. In addition, if bond insurance is obtained, the Bonds may bear an appropriate legend as provided by the insurer.

(b) The obligation of the initial purchaser to accept delivery of the Bonds is subject to the initial purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Issuer, which opinion shall be dated as of and delivered on the date of initial delivery of the Bonds to the initial purchaser. The engagement of such firm as bond counsel to the Issuer in connection with issuance, sale and delivery of the Bonds is hereby approved and confirmed.

Section 9. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE BONDS.

(a) Covenants. The Issuer covenants to take any action necessary to assure, or refrain from any action that would adversely affect, the treatment of the Bonds as obligations described in section 103 of the Code, the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Bonds (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Bonds, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" that is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount that is greater than the lesser of $5,000,000, or 5 percent of the proceeds of the Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action that would otherwise result in the Bonds being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds that were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) that produces a materially higher yield over the term of the Bonds, other than investment property acquired with –

(A) proceeds of the Bonds invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 30 days or less until such proceeds are needed for the purpose for which the Bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Bonds;

(7) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to refrain from using proceeds of the Bonds or the proceeds of any prior bonds to pay debt service on another issue more than ninety (90) days after the issuance of the Bonds in contravention of section 149(d) of the Code (relating to advance refundings);

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code;

(10) to file or cause to be filed with the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Bonds are issued, an information statement concerning the Bonds, all under and in accordance with section 149(e) of the Code and the applicable Treasury Regulations promulgated thereunder; and

(11) to ensure that the proceeds of the Bonds allocable to the Project will be used solely for new money projects.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (a)(8), a "Rebate Fund" is hereby established by the Issuer for the sole benefit of the United States of America, and such Fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Use of Proceeds. For purposes of the foregoing covenants (a)(1) and (a)(2), the Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Bonds. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated that modify or expand provisions of the Code, as applicable to the Bonds, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated that impose additional requirements applicable to the

Bonds, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs the Mayor and each Pricing Officer, or any one of them, to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, that may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds.

(d) Allocation of, and Limitation on, Expenditures for the Project. The Issuer covenants to account for the expenditure of sale proceeds and investment earnings to be used for the construction and acquisition of the Project on its books and records by allocating proceeds to expenditures within eighteen (18) months of the later of the date that (1) the expenditure is made, or (2) the Project is completed. The foregoing notwithstanding, the Issuer shall not expend proceeds of the sale of the Bonds or investment earnings thereon more than sixty (60) days after the earlier of (1) the fifth anniversary of the delivery of the Bonds, or (2) the date the Bonds are retired, unless the Issuer obtains an opinion of nationally-recognized bond counsel that such expenditure will not adversely affect the status, for federal income tax purposes, of the Bonds or the interest thereon. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Project. The Issuer covenants that the property constituting the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Bonds. For purpose of the foregoing, the Issuer may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 10. SALE OF BONDS AND APPROVAL OF OFFICIAL STATEMENT; FURTHER PROCEDURES.

(a) Each series of Bonds shall be sold and delivered subject to the provisions of Section 1 and Section 2 and pursuant to the terms and provisions of a purchase agreement or purchase letter (the "Purchase Agreement") which the Pricing Officer is hereby authorized to execute and deliver and in which the initial purchaser or purchasers (the "Underwriters") of the Bonds shall be designated. The Bonds shall initially be registered in the name of the Underwriters thereof as set forth in the Pricing Certificate.

(b) The Mayor and City Secretary and any Pricing Officer are further authorized and directed to execute and deliver for and on behalf of the Issuer copies of a Preliminary Official Statement and Official Statement, if prepared in connection with the offering of Bonds by the Underwriters, in final form as may be required by the Underwriters, and such final Official Statement in the form and content as approved by the Pricing Officer or as manually executed by said officials shall be deemed to be approved by the City Council and constitute the Official Statement authorized for distribution and use by the Underwriters. The form and substance of the Preliminary Official Statement for the Bonds and any addenda, supplement or amendment thereto, all as approved by the Pricing Officer, are hereby deemed to be approved in all respects by the City Council, and the Preliminary Official Statement is hereby deemed final as of its date (except

for the omission of pricing and related information) within the meaning and for the purpose of paragraph (b)(1) of the Rule (hereinafter defined).

(c) The Pricing Officer is authorized, in connection with effecting the sale of each series of the Bonds, to obtain from a municipal bond insurance company so designated in the Pricing Certificate (the "Insurer") a municipal bond insurance policy (the "Insurance Policy") in support of the Bonds. To that end, should the Pricing Officer exercise such authority and commit the Issuer to obtain a municipal bond insurance policy, for so long as the Insurance Policy is in effect, the requirements of the Insurer relating to the issuance of the Insurance Policy as set forth in the Pricing Certificate are incorporated by reference into this Ordinance and made a part hereof for all purposes, notwithstanding any other provision of this Ordinance to the contrary. The Pricing Officer shall have the authority to execute any documents to effect the issuance of the Insurance Policy by the Insurer.

(d) The Mayor and Mayor Pro Tem, the City Secretary and the Pricing Officers of the Issuer, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the Issuer all other such documents, certificates and other instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Bonds, the sale of the Bonds and the Official Statement. In case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 11. INTEREST EARNINGS ON BOND PROCEEDS. Interest earnings derived from the investment of proceeds from the sale of the Bonds shall be used along with other Bond proceeds for the Project; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on Bond proceeds that are required to be rebated to the United States of America in order to prevent the Bonds from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

Section 12. CONSTRUCTION FUND.

(a) The Issuer hereby creates and establishes and shall maintain on the books of the Issuer a separate fund to be entitled the "Series 2025 General Obligation Bond Fund" for use by the Issuer for payment of all lawful costs associated with the acquisition and construction of the Project as hereinbefore provided. Upon payment of all such costs, any moneys remaining on deposit in said fund shall be transferred to the Interest and Sinking Fund. Amounts so deposited to the Interest and Sinking Fund shall be used in the manner described in Section 5 of this Ordinance.

(b) The Issuer may invest proceeds of the Bonds (including investment earnings thereon) and amounts deposited into the Interest and Sinking Fund in investments authorized by the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended; provided, however, that the Issuer hereby covenants that the proceeds of the sale of the Bonds will be used as soon as practicable for the purposes for which the Bonds are issued.

(c) All deposits authorized or required by this Ordinance shall be secured to the fullest extent required by law for the security of public funds.

Section 13. COMPLIANCE WITH RULE 15c2-12.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"MSRB" means the Municipal Securities Rulemaking Board.
"Rule" means SEC Rule 15c2-12, as amended from time to time.
"SEC" means the United States Securities and Exchange Commission.

(b) Annual Reports.

(i) The Issuer shall provide annually to the MSRB, in an electronic format as prescribed by the MSRB, within six (6) months after the end of each fiscal year ending in or after 2025, financial information and operating data with respect to the Issuer of the general type included in the final Official Statement authorized by this Ordinance, being the information described in the Pricing Certificate. The Issuer will additionally provide audited financial statements when and if available, and in any event, within twelve (12) months after the end of each fiscal year ending in or after 2025. If the audit of such financial statements is not complete within twelve (12) months after any such fiscal year end, then the Issuer will file unaudited financial statements within such twelve (12) month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available. Any financial statements so to be provided shall be prepared in accordance with the accounting principles described in the appropriate appendix to the Official Statement, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation.

(ii) If the Issuer changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB or filed with the SEC.

(c) Event Notices.

(i) The Issuer shall notify the MSRB in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten (10) business days after the occurrence of the event) of any of the following events with respect to the Bonds:

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 Bonds, or other material events affecting the tax status of the Bonds;
7. Modifications to rights of holders of the Bonds, if material;

8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the Issuer;
13. The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, 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;
14. Appointment of a successor trustee or change in the name of the trustee, if material;
15. Incurrence of a financial obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of any such financial obligation of the Issuer, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of any such financial obligation of the Issuer, any of which reflect financial difficulties.

As used in clause 12 above, the phrase "bankruptcy, insolvency, receivership or similar event" means the appointment of a receiver, fiscal agent or similar officer for the Issuer 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 of the Issuer, or if jurisdiction has been assumed by leaving the existing City Council and officials or officers of the Issuer 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 Issuer. For the purposes of the above describe event notices 15 and 16, the term "financial obligation" means a (i) debt obligation, (ii) 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); provided however, that a "financial obligation" shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

(ii) The Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with subsection (a) of this Section by the time required by such subsection.

(d) Limitations, Disclaimers, and Amendments.

(i) The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the Issuer in any event will give notice of any deposit made in accordance with this Ordinance or applicable law that causes Bonds no longer to be outstanding.

(ii) The provisions of this Section are for the sole benefit of the registered owners and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Issuer undertakes to

provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Issuer's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

(iii) UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(iv) No default by the Issuer in observing or performing its obligations under this Section shall comprise a breach of or default under the Ordinance for purposes of any other provision of this Ordinance. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

(v) Should the Rule be amended to obligate the Issuer to make filings with or provide notices to entities other than the MSRB, the Issuer hereby agrees to undertake such obligation with respect to the Bonds in accordance with the Rule as amended. The provisions of this Section may be amended by the Issuer from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the registered owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Bonds consent to such amendment or (b) a qualified person that is unaffiliated with the Issuer (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the registered owners and beneficial owners of the Bonds. The Issuer may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds. If the Issuer so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided.

Section 14. METHOD OF AMENDMENT. The Issuer hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The Issuer may from time to time, without the consent of any holder, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in order to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the holders, (iv) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (v) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and that shall not in the opinion of the Issuer's Bond Counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the holders of Bonds aggregating in principal amount 51% of the aggregate principal amount of then outstanding Bonds that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of 100% of the holders in aggregate principal amount of the then outstanding Bonds, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Bonds so as to:

(1) Make any change in the maturity of any of the outstanding Bonds;

(2) Reduce the rate of interest borne by any of the outstanding Bonds;

(3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Bonds;

(4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Bonds or any of them or impose any condition with respect to such payment; or

(5) Change the minimum percentage of the principal amount of the Bonds necessary for consent to such amendment.

(c) If at any time the Issuer shall desire to amend this Ordinance under this Section, the Issuer shall send by U.S. mail or other appropriate means to each registered owner of the affected Bonds a copy of the proposed amendment. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the office of the Issuer for inspection by all holders of such Bonds.

(d) Whenever at any time within one year from the date of mailing of such notice the Issuer shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all of the Bonds then outstanding that are required for the amendment, which instrument or instruments shall refer to the proposed amendment and that shall specifically consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the Issuer and all holders of such affected Bonds shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the holder of a Bond pursuant to the provisions of this Section shall be irrevocable for a period of six (6) months from the date of such consent, and shall be conclusive and binding upon all future holders of the same Bond during such period. Such consent may be revoked at any time after six (6) months from the date of such consent by the holder who gave such consent, or by a successor in title, by filing notice with the Issuer, but such revocation shall not be effective if the holders of 51% in aggregate principal amount of the affected Bonds then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

(g) For the purposes of establishing ownership of the Bonds, the Issuer shall rely solely upon the registration of the ownership of such Bonds on the registration books kept by the Paying Agent/Registrar.

Section 15. DEFAULT AND REMEDIES

(a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the Issuer, the failure to perform which materially, adversely affects the rights of the registered owners of the Bonds, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of sixty (60) days after notice of such default is given by any Registered Owner to the Issuer.

(b) Remedies for Default.

(i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the Issuer for the purpose of protecting and enforcing the rights of the Registered Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Bonds then outstanding.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Bond authorized under this Ordinance, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the Issuer or the City Council.

Section 16. APPROPRIATION. To pay the debt service coming due on the Bonds, if any (as determined by the Pricing Officer) prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

Section 17. EFFECTIVE DATE. In accordance with the provisions of Texas Government Code, Section 1201.028, this Ordinance shall be effective immediately upon its adoption by the City Council.

Section 18. NO PERSONAL LIABILITY. No recourse shall be had for payment of the principal of or interest on any Bonds or for any claim based thereon, or on this Ordinance, against any official or employee of the Issuer or any person executing any Bond.

Section 19. SEVERABILITY. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this Ordinance, despite such invalidity, which remaining portions shall remain in full force and effect.

[Execution Page Follows]

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, this 4th day of August, 2025.

ATTEST: _____
Mayor, City of Burleson, Texas

_____
City Secretary, City of Burleson, Texas

[CITY SEAL]

City Council Regular Meeting

DEPARTMENT: **City Secretary's Office**

FROM: **Amanda Campos, City Secretary**

MEETING: **August 4, 2025**

SUBJECT:

Consider and take possible action on an ordinance amendment to Chapter 2 and Chapter 6 of the Code of Ordinances (Boards, Commissions, Committees) and City Council Policy #40 (Boards). (First Reading) *(Staff Contact: Amanda Campos, City Secretary)*

SUMMARY:

The City Council reviewed the recommendations from the Council Policies & Valuation Council Committee at the July 21, 2025 regular council meeting to provide direction to staff on the amendments.

Council reviewed recommended amendments to the creation and purpose of the city boards, commissions, and committees agreeing the proposed amendment are needed. Increasing the guidance to the boards for their purpose and to staff and reporting to the full council and allowing more focus on development and community needs by removing items concerning budget, finances of the city, fees/fines, and maintenance operation functions. Chapter 2, Section 35 would require amending to accomplish the recommendations and City Council Policy #40 would need an added subsection under Section VI.

Recommendations were reviewed concerning the terms of the boards as it related length and which if any changes are needed. The discussion related to the Park Board and the recommendation to extend the term from 2 three years to 3 three years term. The Planning and Zoning Commission is the only board with a 3 three year term. Options will be discussed with the following possibilities because there was no consensus at the meeting.

- Follow recommendation and change Park Board only to 3 three year term
- Change all boards to 3 three year term
- Change all boards including Planning & Zoning to 2 three year term
- Change all boards to 1 three year term
- Make no changes

Any amendments will be reflected in Chapter 2, Section 31, Appointments, terms, removal; exceptions.

Next the recommendations for revision to the absence rule was discussed and the council agreed that was the direction of the full council to amend Chapter 2 Section 34 and adding a new section to Council Policy #40. These revisions will better serve the members of the boards.

The Council Policies & Valuation Committee reviewed the boards that were struggling to meet because of the make-up of the members required. The Advisory Committee on People with Disabilities, Animal Shelter Advisory Committee, Boren Property Advisory Council, and Citizens Public Art Committee all require membership that have specific requirements and members are not all citizens of Burleson or even live in the area. Making meeting in person difficult leading some of these boards not meeting in a year's time. It was recommended and agreed upon that the Boren Property Advisory Council (BPAC) would be removed from the Texas Open Meetings Act and the regular boards of the city. The BPAC was created via an agreement for donation of Russell Farm and will the agreement will be amended to reflect the BPAC will be it's own entity and subject to bylaws created by the BPAC.

All other boards will see some relief by an addition to Council Policy #40 establishing parameters for a defined quorum. This new section is being crafted by the Deputy City Attorney.

The number of boards, their oversight and name were reviewed and the following recommendations were made and discussed by the city council. The council agreed with the committee's recommended amendments. An amendment to Chapter 2, Section 37 concerning renaming the Park Board to the Parks & Recreation Board will be needed. A new section will be added to Policy #40 establishing the other board and their names.

RECOMMENDATION:

All recommendations from the Council Policies & Valuation Committee and the discussion of the City Council concerning these recommendations.

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

Council Policies & Valuation 4.16.25 & 6.4.25

City Council 7.21.25 regular meeting reports and discussion.

REFERENCE:

Chapter 2 Code of Ordinances
City Council Policy #40

FISCAL IMPACT:

N/A

STAFF CONTACT:

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

Boards, Commissions, & Committees

Council Meeting August 4, 2025

THE CITY OF BURLESON TEXAS

What are we reviewing?

The main focus of the review:

- Creation & Purpose of Boards, Commissions, & Committees
- Membership & Terms
- Current boards structure & Number of boards

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Creation and Purpose

Is the original creation and purpose meeting the needs of community?

Yes, however not in the most ideal way. There is room for improvements.

Recommendations from committee:

- Increase the guidance to the boards for their purpose and to staff and reporting to the full council
- Allow more focus on development and community needs by removing items concerning budget, finances of the city, fees/fines, and maintenance operation functions of the city

How do we accomplish the recommendations:

Edit Chapter 2; section 2-35:

(a) Each board and commission shall review data and circumstances pertaining to their respective boards and commissions and formulate recommendations to the city council, **on** ~~for its adoption~~ , policies and regulations consistent with the overall city plan and ordinances. **This should exclude items concerning budget, finances of the city, fees/fines, and maintenance operation functions of the city.**

Edit Council Policy #40:

Add a new subsection under Section VI. Board/Commission/Committee Member responsibilities.

The members should fully consider the items presented to them at a meeting providing recommendations to be forwarded to the city council or council committee by the Director or designee with consideration given to the necessary timeframe for the item.

All recommendations of the board, commission, or committee should be presented in a report that provides the council full consensus of the members, understanding the recommendations may not all be unanimous. The reports should reflect the discussion and questions of the members present at the meeting in a high level executive summary format. This is not intended to be verbatim minutes.

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Membership & Terms

Does membership and terms still work?

Yes on number of members. More discussion is needed for terms.

<u>Current</u>

Memberships = 9 members to each board(exception P&Z with 10 that includes ex-officio youth member)

Terms = 2 three year full terms (exception P&Z = 3; Youth no limit, age will determine)

Term limit = Must remain off board 1 full term (three years)

Term Options

Apply to All boards:

- ❑ 3 three year terms
- ❑ 2 three year terms
- ❑ 1 three year term

Include Park Board

- ❑ 3 three year terms

No changes remain the same

Apply to All boards concerning term limit:

- ❑ 1 year (Oct. – Sept)

No changes remain the same

How do we accomplish the recommendations:

Current Chapter 2; section 2-31:

The term of each member shall not exceed two (2) consecutive full terms and a member must have remained off of that particular board, commission, or committee for one (1) full term before the member can be reappointed. Planning and Zoning Commission members terms shall not exceed three (3) consecutive full terms. Youth members terms have no limit except that they must remain qualified members.

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Membership & Terms - Attendance

280

Do we need a rule change on attendance?

YES let's change Chapter 2-34 and add a new section to Council Policy #40 to better serve the members.

Section 2-34 (b) ~~If any~~ **B**oard members shall ~~fail to~~ attend at least 75 percent of the called meetings during the 12-month period between October 1 through September 30. **If a** ~~suc~~h board or commission member ~~shall be deemed to have vacated their position on that board or commission (the 75 percent rule shall only apply to boards or commissions which meet at least once a month on a called basis)~~ **fails to attend 75 percent that member may not be eligible to continue to serve their current term or not be re-appointed as determined by the city council in their review of membership when presented by the city secretary.**

Addition of new section to council Policy #40:

Absences – Members should notify City Secretary's Office and board liaison with at least 72 hour notice of absences due to illness, realizing emergencies arise. If emergency notify City Secretary's Office as soon as possible. The City Secretary's Office will note the absence in the attendance roll to be presented to the council committee during appointment process.

Quorum and the Texas Open Meeting Act - TOMA

Let’s help Boards meet.

Review of avenues to help the following boards meet. All have membership specific to these boards and are not all are residents making meeting difficult. Virtual meetings would help

- Advisory Committee on People with Disabilities
- Animal Shelter Advisory Committee
- Boren Property Advisory Council
- Citizen Public Art Committee (short term ends December 2025)

Solution:
Addition to Council Policy #40 establishing parameters for a defined quorum. Language to be crafted by City Attorney’s Office

How do we accomplish the recommendations:

Edit Council Policy #40:

Addition of new section

Quorum - Establishing the number required to hold a meeting. The Deputy City Attorney will craft the wording for this section.

Amend the Russell Farm Facility Use Agreement and Resolution establishing Boren Property Advisory Council allowing membership to meet virtually

Current Boards structure & Number of Boards

285

Do we keep the same or make changes? *Committee Recommendations:*

Keep unchanged – legal requirements

Planning & Zoning Commission

Board of Adjustments

Capital Improvement Advisory

Keep unchanged – function correct

Advisory Committee on People with Disabilities

Animal Shelter Advisory

Building Codes & Standards

Library Board

Combine into new board

Cemetery

Citizens Public Art

Rename

Park Board to Parks & Recreation Board

Change

Parks & Recreation Board – Remove Russell Farm this property will continue under Boren Property Advisory

Expand

Old Town Development Standards

New

Public Spaces & Cultural Heritage

(Cemetery, Citizen Public Art, Senior Center, etc)

How do we accomplish the recommendations:

Amend Chapter 2, Sec. 2-37 Parks & Recreation Board:

Addition of new section to Council Policy #40

Quorum - Establishing the number required to hold a meeting. The Deputy City Attorney will craft the wording for this section.

Amend the Russell Farm Facility Use Agreement and Resolution establishing Boren Property Advisory Council allowing membership to meet virtually

THE CITY OF BURLESON TEXAS

Direction based on Recommendations?

ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, AMENDING ARTICLE II "BOARDS, COMMISSIONS AND COMMITTEES" OF CHAPTER 2 "ADMINISTRATION OF THE CITY'S CODE OF ORDIANCES BY AMENDING SECTION 2-31 "APPOINTMENTS; TERMS; REMOVAL; EXCPETIONS," SECTION 2-34 "ABSENCE RULE", SECTION 2-35 "SCOPE OF RESPONSIBILITIES," AND SECTION 2-37 "PARK BOARD," AND ADOPTING SECTION 2-38 "CREATION OF BOARDS, COMMISSIONS, AND COMMITTEES"; AND AMENDING CHAPTER 6 "ANIMAL CARE AND CONTROL" OF THE CITY'S CODE OF ORDINANCES BY AMENDING SECTION 6-16 "ANIMAL SHELTER ADVISORY COMMITTEE"; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS OPEN TO THE PUBLIC AND THAT THE RECITALS ARE TRUE; CONTAINING A SEVERABILITY CLAUSE, CUMULATIVE CLAUSE, AND 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 Ordinances creating Chapter 2, Administration, Article II Boards, Commissions and Committees in the City of Burleson Code of Ordinances; and

WHEREAS, Chapter 2, Article II of the City Code of Ordinances was created to administer all the boards, commissions, and committee of the city for uniformity and function; and

WHEREAS, Chapter 6 of the City Code of Ordinances, among other things, created the City's animal shelter advisory committee; and

WHEREAS, the City Council desires to amend Chapters 2 and 6 of the City Code of Ordinances as set forth herein; and

WHEREAS, the City Council finds that amending Chapters 2 and 6 of the City Code of Ordinances as set forth herein is in the best interest of the citizens of Burleson and is necessary for the health, safety, and welfare of the general public.

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

Section 1.

Subsection (d) of Section 2-31, "Appointments; terms; removal; exceptions," of Article II, "Boards, Commissions and Committees," of Chapter 2, "Administration," of the Code of Ordinances, City of Burleson, Texas is hereby amended to read as follows:

Option 1:
"(d) The term of each member shall not exceed ~~two (2)~~ three (3) consecutive full terms and a member must have remained off of that particular board, commission, or committee for one (1) full term before the member can be reappointed. ~~Planning and zoning commission members terms shall not exceed three (3) consecutive full terms.~~ Youth members terms have no limit except that they must remain qualified members"

Option 2:
"(d) The term of each member shall not exceed two (2) consecutive full terms and a member must have remained off of that particular board, commission, or committee for one (1) full term before the member can be reappointed. ~~Planning and zoning commission members terms shall not exceed three (3) consecutive full terms.~~ Youth members terms have no limit except that they must remain qualified members"

Option 3:
"(d) The term of each member shall not exceed ~~two (2)~~ ~~consecutive~~ one (1) full terms and a member must have remained off of that particular board, commission, or committee for one (1) full term before the member can be reappointed~~. Planning and zoning commission members terms shall not exceed three (3) consecutive full terms.~~ Youth members terms have no limit except that they must remain qualified members"

Option 4:
"(d) The term of each member shall not exceed two (2) consecutive full terms and a member must have remained off of that particular board, commission, or committee for one (1) ~~full term~~ year before the member can be reappointed. Planning and zoning commission members terms shall not exceed three (3) consecutive full terms. Youth members terms have no limit except that they must remain qualified members"

Section 2.

Subsection (b) of Section 2-34, "Absence rule," of Article II, "Boards, Commissions and Committees," of Chapter 2, "Administration," of the Code of Ordinances, City of Burleson, Texas is hereby amended to read as follows:

"(b) ~~If any~~ Board or commission member shall ~~fail to~~ attend at least 75 percent of the called meetings during the 12-month period between October 1 through September 30. If a ~~such~~ board or commission member ~~shall be deemed to have vacated their position on that board or commission (the 75 percent rule shall only apply to boards or commissions which meet at least once a month on a called basis)~~ fails to attend 75 percent that member may not be eligible to continue to serve their current term or not be re-appointed as determined by the city council in their review of membership when presented by the city secretary in an open meeting."

Section 3.

Subsection (a) of Section 2-35, "Scope of responsibilities," Article II, "Boards, Commissions and Committees," of Chapter 2, "Administration," of the Code of Ordinances, City of Burleson, Texas is hereby amended to read as follows:

"(a) Each board and commission shall review data and circumstances pertaining to their respective boards and commissions and formulate and recommend to the city council, ~~for its~~ ~~adoption~~, policies and regulations consistent with the overall city plan and ordinances. This excludes items concerning finances of the city, budgets, fines and fees, and maintenance operations functions of the city."

Section 4.

The title and Subsection (a) of Section 2-37, "Park board," of Article II, "Boards, Commissions and Committees," of Chapter 2, "Administration," of the Code of Ordinances, City of Burleson, Texas is hereby amended to read as follows:

"§ 2-37 Parks & Recreation board.

(a) Creation. The parks and recreation board was established in the city charter and removed through charter election in 2013."

Section 5.

Article II, "Boards, Commissions and Committees," of Chapter 2, "Administration," of the Code of Ordinances, City of Burleson, Texas is hereby amended by adopting Section 2-38, "Creation of boards, commission, and committees," to read as follows:

"§ Section 2-38 Creation of boards, commissions, and committees.

(a) The city council may create and establish other committees, boards and commissions to assist in the conduct of the city government with such duties as the city council may specify, not inconsistent with the city Charter or this Code. A comprehensive list of boards shall be listed in city council Policy #40."

Section 6.

Subsection (g) of Section 6-16, "Animal shelter advisory committee," of Chapter 6, "Animal Care and Control," of the Code of Ordinances, City of Burleson, Texas is hereby amended to read as follows:

"(g) Quorum. A quorum for the conduct of business shall be at least three (3) members of the committee. ~~A quorum of the committee shall consist of a majority of the members, excluding any vacancies.~~ The presence of a quorum of the committee shall be required prior to a meeting being called to order."

Section 7.

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

Section 8.

The above and foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact. The City Council further finds and determines that the rules, regulations, terms, conditions, provisions and requirements of this ordinance are reasonable and necessary to protect the public health, safety and quality of life in the City.

Section 9.

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 10.

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 11.

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Burleson on this ___ day of _____, 2025.

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

CITY COUNCIL POLICY
40
City Boards, Commissions & Committees Appointment Process

Adopted date	July 18, 2022
Revised date	September 18, 2023
Department Name	City Secretary's Office

I. AUTHORITY

a. The City of Burleson Code of Ordinances established the city council's authority to appoint and remove members from the city boards and commissions. Chapter 2 Article II.

II. CITY BOARDS AND COMMISSIONS

a. The City of Burleson Code of Ordinance, City Charter, and Texas Local Government Code establishes the city's Boards and Commissions, the requirements, and the terms.
b. The City Council designates the City Secretary as their representative charged with coordination of appointments, providing updates to the city council, and managing board/commission members for all boards/commissions of the city. This shall include training in Texas Open Meetings Act and the Texas Public Information Act.
c. All appointees must fill out an application and provide to the City Secretary in accordance with this policy.
d. All appointments will be by action of the city council at a city council meeting held in accordance with the Texas Open Meetings Act.

III. APPLICATIONS

a. Applications shall be created by the City Secretary's Office and made available to the public via the city's website, email if requested, and paper copy in-person at city hall.
b. Applications shall be submitted to the City Secretary's Office as directed on the application by July 1 to be considered for appointment in that calendar year.
c. All applications are valid for 3 years; calculated using date received by the City Secretary's Office. After expiration a new application must be submitted in accordance with this policy.
d. Under the Texas Public Information Act (the Act) all applications submitted are open to the public through the public information request. Private emails will be redacted in accordance with the Act. A statement will be placed on the application for disclosure to the applicants.
e. Applicants can apply for as many boards or commissions as they like however they will be forced to rank preference of appointments to provide council full consideration.
f. The City Secretary's Office will notify all applicants annually to confirm continuing interest in appointment or re-appointment.

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IV. COMMUNITY & INTERGOVERNMENTAL RELATIONS COMMITTEE

a. The Community & Intergovernmental Relations Committee (C&IR) is a committee of the council consisting of 3 council members chosen by the city council.
b. The City Secretary shall gather all applications, attendance roles, board/commission membership and place in a binder to be provided to the C&IR as soon as applicable after the July 1 deadline.
c. The binder shall provide all information required for the C&IR to make decisions on appointments.
    i. Full membership list of the each board/commission
    ii. Re-appointments will be highlighted
    iii. Attendance
    iv. Terms, requirements, board/commission make-up and any specific requirements
    v. Applications will be categorized by board/commission applied for, if applicant applies for multiple board/commission the application will appear for each board/commission applied for.
d. The C&IR will meet each year the 1st week in August to review vacancies and re-appointments. If there are no vacancies or re-appointments the C&IR will not meet unless requested by a member of the C&IR.
e. The C&IR will bring forward recommendations for appointments to the full council for the full council's consideration.

V. APPOINTMENTS

a. The City Council will consider board/commission appointments in a meeting of the city council held in accordance with the Texas Open Meetings Act.
b. The City Secretary will bring forward the appointments for council's consideration as a general item on the council agenda.
c. The City Secretary will include a list of all applicants and board/commission they applied for listed by board/commission.
d. The applications for the recommended appointees will be included in the agenda packet along with the list of all applicants.
e. The City Council shall make the appointments by the last regular meeting in September.
f. The City Secretary shall notify the appointees of their appointment and notify board liaison and director.
    i. Notification includes: term, instruction on required training, staff contact information and a board/commission book specific to their appointment.

VI. Board/Commission/Committee Members responsibilities

a. Members have an obligation to be prepared in advance of all meetings. In order to provide for informed decision making and to instill confidence, each member is expected to:
    i. The members should fully consider the items presented to them at the meeting providing recommendations to be forwarded to the city council or council committee by the Director or designee with consideration given to the necessary timeframe for the item.
    ii. All recommendations of the board, commission, or committee should be presented in a report that provides the council full consensus of the members,

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understanding the recommendations may not all be unanimous. The reports should reflect the discussion and questions of the members present at the meeting in a high level executive summary format. This is not intended to be a verbatim report or minutes.

iii. Study and be familiar with all material in the agenda packet provided by the staff in advance of the meeting
iv. Direct any questions about the agenda to the Board/Commission/Committee staff contact, as provided by the Director, in advanced to allow staff to correct or provide additional information
v. Be respectful to fellow members, staff, applicants, and citizens; allowing everyone a chance to participate in the discussion and provide perspective
vi. Arrive on time for all posted meetings
~~vii. Provide staff at least 72 hours' notice of absences; realizing there are time when emergencies arise making advance notice difficult~~
viii. Provide staff with updated contact information as soon as possible
ix. Use the designated staff contact information provided to each member by staff
x. Complete any required training assigned within 90 days of notification and presented to the City Secretary for filing

b. Chair & Vice Chair – The Chair is the presiding officer at the meetings and the Vice Chair shall act as Chair during the absence or disability of the Chair
   i. The Chair is responsible beginning the meeting on time and making sure a quorum is present before beginning
   ii. Announce the proper sequence of the meeting according to the posted agenda
   iii. Recognizing members, staff, and citizens who are entitled to speak
   iv. Assure decorum is maintained through the entire meeting
   v. Follow the adopted Burleson Rule of Order found in section VIII
   vi. State, put to vote and announce results on all properly posted agenda item
c. Value expectation of members are listed to assure each member is representing the city reflecting its mission and obligations to the citizens:
   i. Conflict of Interest – members will comply with Texas Conflict of Interest/Disclosure Laws. When in question the City Secretary or the Deputy City Attorney will guide the process
   ii. Confidential information – members will not disclose confidential information provided to them as members of their board, commission, or committee
   iii. Be mindful of neutrality and impartiality rendering equal consideration to all agenda items and citizens
   iv. Actively promote principles of good government and good citizenship, being mindful that each member represents the city as a member of one of its board/commission/committee
d. Absences and notifications are the responsibility of each member.
   i. Members shall notify the city secretary's office (records@burlesontx.com) and the board liaison with at least 72 hour notice of absences due to illness, realizing emergencies arise. If absence is emergency related the member should notify the city secretary's office as soon as possible.
   ii. Scheduled absences shall be notified both the city secretary's office (records@burlesontx.com) and board liaison.

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iii. The city secretary will note the absences in the attendance roll presented to the city council during the appointment process.
iv. Chapter 2, Article II Boards, Commissions, Committee Section 2-34 Absence rule governs action pertaining to absences.

VII. Creation of boards, commissions, or committees authority can be found in Chapter 2, Article II, Section 2-38 of the code of ordinances. The following is a comprehensive list of boards and will we amended in this section as needed.

a. Planning and Zoning Commission
b. Board of Adjustments
c. Capital Improvement Advisory
d. Parks & Recreation Board
e. Old Town Development Standards
f. Public Spaces & Cultural Heritage
g. Advisory Committee on People with Disabilities
h. Animal Shelter Advisory
i. Building Codes & Standards Board
j. Library Board

VIII. Quorum. A quorum for the conduct of business of the Public Spaces & Cultural Heritage Board, Advisory Committee on People with Disabilities, and Animal Shelter Advisory Committee shall be at least three (3) members of the board. Action may be taken by any of those boards at which a quorum is present at a duly called meeting by a majority of members present.

IX. Process to address concerns of members in possible violation of Section VI or Chapter 2 Boards, Commissions, Committees

a. Concerns from staff or fellow members should be directed first to the Director and City Secretary for quick resolution
b. If no resolution can be found the City Secretary will notify the City Council at which time the city council will refer to the Community & Intergovernmental Relations Committee for recommendation to be presented to the city council
c. Concerns from the public must be in writing and addressed to the City Secretary @ records@burlesontx.com
d. The City Secretary will work with the public on possible resolution, keeping the city council, director, and city manager informed
e. If no resolution can be found the City Secretary will notify the City Council at which time the city council will refer to the Community & Intergovernmental Relations Committee for recommendation to be presented to the city council
f. All processes shall be in compliance with the Texas Open Meetings Act, city ordinances, state and federal applicable laws
g. City code of ordinance Chapter 2 grants the city council authority to remove any member

X. BURLESON RULES OF ORDER – *For use by Board, Commission and Committee Members.*

All Boards, Commissions, and Committees of the City of Burleson shall follow the Burleson Rules of Order found in City Council Policy #17 in conducting all meetings.

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City Council Regular Meeting

DEPARTMENT: **Development Services**

FROM: **Tony D. McIlwain, Development Services Director**

MEETING: **August 4, 2025**

SUBJECT:

Receive a report, hold a discussion and provide staff direction on an ordinance amending Chapter 34, Article VIII, of the Code of Ordinances regulating unattended clothing donation containers. (First Reading) *(Staff Contact: Tony D. McIlwain, Development Services Director)*

SUMMARY:

This proposed ordinance amends Code of Ordinances, Chapter 34, Article VIII, *Unattended Clothing Donation Containers.* The City's current ordinance is over twenty years old and not compliant with recent court decisions relating to charitable solicitations and First Amendment protection. Staff is proposing several requirements for larger donation containers, while providing an exemption for small donation boxes (e.g. blessing box, little library).

RECOMMENDATION:

Staff is requesting further direction from the Council on this item.

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

September 25, 2024: Staff provided a briefing to the Community Services Committee on unattended donation containers.

May 21, 2025: The Community Services Committee approved a motion to take the draft ordinance forward to the full Council.

REFERENCE:

City of Burleson, TX UNATTENDED CLOTHING DONATION CONTAINERS (ecode360.com)

FISCAL IMPACT:

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

Fund: n/a
Account Description: n/a

STAFF CONTACT:

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

Donation Boxes and Containers

CITY COUNCIL: AUGUST 4, 2025

Previous Committee Meetings

- Staff provided presentations to the Community Services Committee on September 25, 2024 and May 21, 2025 and discussed Chapter 34, Article VIII, which contains the city's regulating language relating to unattended donation containers.
- The current ordinance specifically prohibits unattended clothing donation containers.
- Initiated to prevent dumping and protect the aesthetic well- being of the community and promote the tidy and ordered appearance of properties.
- Ordinance is twenty years old and staff has seen a rise in the use of unattended donation containers for non-clothing items (e.g. books, food, etc.).
- Ordinance unlawful - prohibition violates freedom of Speech
- Committee directed staff to amend regulations and exempt small donation boxes.

Observed Problems

- Visual Clutter
- Overflowing contents
- Litter
- Graffiti
- Illegal dumping
- Placement in parking and landscape space, fire lane, etc.
- Lack of property owner consent

Sixth Circuit Court of Appeals

- April 6, 2015: Sixth Circuit Court of Appeals issued a decision, addressing the issue of whether a city ordinance banning outdoor, unattended charitable donation containers is constitutional the Court held that:

- Charitable donation containers were charitable solicitations entitled to First Amendment protection;

- That an ordinance banning charitable donation containers was content-based, so that strict scrutiny applied to a First Amendment challenge; and

- That the ordinance violated the First Amendment right to free speech.

Recommended Applicability and Definition

- Per the Committee's direction, staff is proposing several amendments for donation containers that provides an exemption for donation boxes (e.g. blessing box, little library) and will be in compliance with case law.
- <u>Applicability:</u>

The requirements of this chapter shall apply to all donation containers regardless of whether said containers were placed prior to the effective date of these regulations. No previously placed donation containers shall be granted any legally non-conforming rights under this chapter or any other chapter of this code. (*no non-conforming rights*)

Recommended Definitions

- **DONATION BOX**-Any unattended drop-off box, container, cabinet, or other receptacle that is intended as both a collection point as well as a point to receive or take donations of non-perishable foods, personal hygiene products, books, or other household items of personal property, the container of which has a volume of 40 feet or less.
- **DONATION CONTAINER**-Any unattended drop-off box, container, trailer or other receptacle that is intended for use as a collection point for accepting donated textiles, clothing, shoes, books, toys, dishes, household items, or other salvageable items of personal property. Notwithstanding the foregoing, the term “Donation Container” does not include donation boxes.

Proposed Fee and Maintenance Requirements

- Permit required with Fee ($100) – one (1) year non-transferable
- Property owner written permission and acknowledgement holding property owner and operator jointly and severally liable for any violations
- donation box exemption (40 cubic feet or less)
- Site plan, description of the containers, detailed maintenance plan

- Collection schedule- including time of day
- Vehicular circulation plan
- Graffiti and litter abatement plan
- Decal permit on container and name/operator contact information on container
- Nonprofit operator: provide evidence of exemption status from IRS
- For – profit: provide active business tax certification

Donation Container Proposed Requirements

- Size Limitation- Donation containers shall have four (4) walls, a roof and a floor, shall not exceed the dimensions 512 cubic feet (8’w x 8’d x 8’h)- typical 8 yard dumpster.
- Not located in residential area and located 200 feet from residential area.
- No more than one per platted/unplatted lot; subject lot must contain an occupied building.
- Placement behind required building setbacks – e.g. front yard.
- Designed to withstand wind and element resistant, designed to not blow away.

Donation Container Proposed Requirements

- Designed to prevent people from entering inside container.
- Painted one solid color, trade dress color schemes or corporate logos will be allowed, No fluorescent colors.
- Cannot impede traffic, visibility triangle, pedestrian circulation, on-site circulation, fire lane, utility easement, landscape area.
- Cannot be located on parking space required to meet minimum parking requirements.
- Cannot impede the functioning of exhaust, ventilation, or fire extinguishing systems.
- Shall not be located closer that three hundred (300) feet from another container.

Donation Box Proposed Requirements

- The property owner of real property with a donation box shall keep the donation box and the real property situated under the donation box clean and free of trash, debris, broken glass, or excess donations.
- No more than one (1) donation box may be located on a single platted lot or unplatted tract of land. In the case of a shopping center or office development that consist of multiple platted lots, the center or office development shall be considered as if it is only one contiguous lot.
- Donation boxes shall not impede traffic nor visually impair any motor vehicle drivers from a public street and shall not interfere with visibility triangles or on-site vehicle or pedestrian circulation.

Maintenance and Enforcement suggestions

- The operator and property owner shall maintain, or cause to be maintained, the area within 25 feet of the donation collection box, free from any junk, debris, overflow items or other materials.
- The property owner shall be responsible to the extent provided by law for the city's cost to abate any nuisance. (lien)

- Use nuisance notification and services for abatement area not maintained (one time notice)
- Unpermitted containers – property owner responsibility – issue citations
- Impoundment for no permit or received 2 notices of violation in the past 12 months
- Permit revocation
- Appeal for denial or revocation of permit

Exemptions

(a) Donation collection containers that are entirely enclosed within a principal building, or are accessory to a principal activity on a property owned or leased by the operator of the donation container, shall not require a permit, but must still comply with the remainder of the requirements in this chapter.

(b) **Exemption for Donation Boxes**

Notwithstanding any other provision of this ordinance, donation boxes that meet the following criteria shall be exempt from the permitting, registration, and placement requirements of this chapter:

1. The box has a volume of 40 cubic feet or less;
2. The box is located entirely on private property or public property with the consent of the property owner;
3. The box is maintained in a neat, clean, and orderly condition & does not obstruct pedestrian or vehicular traffic;
4. No more than one exempt box is placed per parcel or business location.

(c) The City reserves the right to revoke this exemption and require compliance with the ordinance if the box is found to cause a public nuisance, blight, or otherwise violates applicable health, safety, or zoning codes.

Exemption of Small Donation Boxes

16 ft^3

Centennial Park
1100 Scarlet Sage

20 ft^3

Warren Park
301 SW Johnson

6 ft^3

Impact Life Church
601 SW Alsbury

11 ft^3

Renfro One Stop
1465 E Renfro

30 ft^3

Victory Family Church
455 NW John Jones

Recommendation

- Staff recommends the Council provide further direction on this item.

ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURLESON, TEXAS, AMENDING CHAPTER 34, "ENVIRONMENT," BY REPEALING ARTICLE VIII, "UNATTENDED CLOTHING DONATION CONTAINERS," IN ITS ENTIRETY AND ADOPTING A NEW ARTICLE VIII, "DONATION CONTAINERS AND DONATION BOXES," REGULATING DONATION CONTAINERS AND DONATION BOXES, INCLUDING PERMIT AND DECAL REQUIREMENTS, GENERAL, SERVICE, AND MAINTENANCE REQUIREMENTS, ENFORCEMENT METHODS, EXEMPTIONS, AND ADOPTING AN APPEAL PROCESS; AMENDING THE FEE SCHEDULE ORDINANCE CSO #5565-09-2024; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE INCORPORATION OF THE RECITALS; PROVIDING FOR A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the City Council desires to enact comprehensive regulations addressing the placement, operation, and use of donation containers and donation boxes in the City to control negative externalities resulting from the use of said donation containers and boxes; including but not limited to the accumulation of used, broken, or soiled items that constitutes trash, rubbish, or junk; broken, unsightly, or dangerous donation containers or boxes; hazards to pedestrians, motor vehicle users, and others due to the placement of donation containers or boxes; and negative impacts on property values and the health, safety, and welfare of the community; and

WHEREAS, the donation containers and boxes are visual blight, and that blight diminishes the aesthetics of the City while also causing a negative impact on property value in the City; and

WHEREAS, the increase in the number of persons or entities desiring to collect clothing and household products for profit or charitable purposes has led to the proliferation of donation containers and boxes in various areas of the City; and

WHEREAS, the inability of landowners to accurately identify the owners of these donation containers has resulted in decreased accountability on the part of donation container owners; and

WHEREAS, the absence of identifying information makes it difficult or impossible for the City, property owners, or local citizens to contact donation container operators about items placed outside of the container, broken glass, or other concerns; and

WHEREAS, the placement of donation containers or boxes on property without permission from the property owner constitutes a trespass of private property; and

WHEREAS, the failure to properly empty and to clean in and around donation containers or boxes creates an unsightly and littered appearance near said containers; and

WHEREAS, the placement of discarded clothes and other household items outside of the donation containers or boxes leads to rummaging of items, which causes scattering and litter and may defeat the donor's intent; and

WHEREAS, the trash and debris present around unkempt donation containers or boxes invite illegal dumping under the guise of charitable solicitation and recycling; and

WHEREAS, the presence of broken glass and other sharp objects provide a threat to the general public wishing to access donation containers or boxes and other pedestrians walking on or near the property containing donation containers or boxes and provides a threat to the tires of vehicles using parking lots where donation containers or boxes are placed; and

WHEREAS, it is the intent of the City Council that the City recover all reasonable costs incurred in the performance of its governmental functions, including expenses associated with the permitting, inspection, and impounding of donation containers; and

WHEREAS, the City Council desires to amend Article VIII; and

WHEREAS, the City Council passed an ordinance on September 12, 2022, which, among other things, provided a fee schedule that contained a list of all fees charged by the City (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, City Council finds that regulating the placement, proximity, and use of donation containers and boxes is necessary for the health, safety, and welfare of the general public; the promotion of consistent land use development; and the protection of landowners and residents of the City.

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

SECTION 1.
AMENDMENT

Chapter 34, “Environment,” of the Code of Ordinances, City of Burleson, Texas, is hereby amended by amending Article VIII “Donation Containers and Donation Boxes,” to read as follows:

“ARTICLE VIII **DONATION CONTAINERS AND DONATION BOXES**

§ 34 - 326 **Definitions.**

DONATION BOX

Any drop-off box, container, cabinet, or other receptacle that is intended as both a collection point as well as a point to receive or take donations of non-perishable foods, personal hygiene products, books, or other household items of personal property, the container of which has a volume of ____ feet or less.

DONATION CONTAINER

Any drop-off box, container, trailer or other receptacle that is intended for use as a collection point for accepting donated textiles, clothing, shoes, books, toys, dishes, household items, or other salvageable items of personal property. Notwithstanding the foregoing, the term “Donation Container” does not include donation boxes.

§ 34 – 327 **Applicability.**

The requirements of this chapter shall apply to all donation containers and donation boxes regardless of whether said containers were placed prior to the effective date of these regulations. No previously placed donation containers or donation boxes shall be granted any legally non-conforming rights under this chapter or any other chapter of this code.

§ 34 -328 **Donation container permit and decal required.**

(a) It shall be unlawful for any person to place or maintain, or allow to be placed or maintained, any donation container within the jurisdiction of the city without having first secured and affixed to the donation container a permit and decal in compliance with the provisions of this chapter. Obtaining the permit shall be a condition precedent to placing or maintaining the donation container.

(b) It shall be unlawful for any person that owns, leases, is in control of, or is entitled to possession of real property within the jurisdiction of the city to authorize or allow any donation container to be placed on or remain on such real property without a valid permit and decal in compliance with the provisions of this chapter.

(c) Permit Fee

(1) Any person, organization, or entity seeking a permit under this section shall file an application on a form to be furnished by the city containing the following information:

a. Applicant's name, business/organization name, and business/organization address, phone number, website (if applicable), name of responsible party, and email address for responsible party;

b. Description of the donation container, including drawing(s), size, design, and construction material, to be covered by the permit;

c. Copy of a site plan showing the proposed location of the donation container on the lot, including any screening or landscaping proposed;

d. The donation container permit application shall have a detailed maintenance service plan for each donation container. The operator of each donation container shall be responsible for collecting the contents of the donation container to prevent overflow and littering and shall pick up all donated items at least once per week. The service plan shall include information regarding how many times a week donated items will be collected, the time of day the items will be collected, a vehicular circulation plan and a graffiti and litter abatement plan; and

e. If the applicant is not the owner of the property upon which the donation container is to be placed, a notarized affidavit from the property owner indicating written consent for placement and operation of the donation container on the property, and acknowledgement that the property owner and donation container operator shall be joint and severally liable for any violations of this section.

(2) Any permit issued pursuant to this section shall be valid for one (1) calendar year from issuance, unless it is suspended or canceled earlier. Applicants must re-apply for any renewal(s) of previously issued permits. A permit is required for each individual donation container.

(3) Any permit issued pursuant to this section shall automatically expire if the permit holder removes the donation container from its permitted location, or the property owner(s) request that the donation container be removed from the property.

(4) Any permit issued pursuant to this section is not assignable or transferrable under any circumstances.

(5) For nonprofit operators, evidence that the nonprofit is recognized by the Internal Revenue Service as such.

(6) For for-profit operators, proof of an active business tax certificate.

(7) The fee for the donation container Permit will be _____.

§ 34 -329 **Donation Container general requirements.** For purposes of this provision, there is a presumption the donation container was placed or maintained at the location by the operator and property owner.

(a) Donation containers shall not be located within any residential zoning district.

(b) No donation container shall be permitted to be placed or remain placed within two hundred (200 feet) from a residential dwelling use district. Said distance shall be measured from a donation container to a residential lot line.

(c) Donation containers shall have four (4) walls, a roof and a floor, and shall not exceed 512 cubic feet the dimensions of 8’ width x 8’ depth x 8’ height.

(d) Donation containers shall be of adequate weight to withstand typical weather conditions as to not be moved within a parking lot by wind and must be built substantially enough so as to not pose any public threat.

(e) Donation containers shall be safely designed in a manner that prevents tipping over and prevents adults or children from entering inside the box. The donation collection container(s) shall be of the type that are enclosed by use of a receiving door and locked so that the contents of the container(s) may not be accessed by anyone other than those responsible for the retrieval of the contents.

(f) Each clothing donation container shall have valid name, phone number, email address and website (if applicable) of the clothing donation container permit holder and/or operator legibly written in two (2) inch letters and numbers so that the general public who wishes may contact said organization at any time.

(g) Notice to donators. Each donation container shall clearly indicate in writing on the front side of each box that all donations must fit into and be placed within the donation container. The size of lettering for the notice shall be written in at least two (2) inch letters in height.

(h) Each donation container shall be painted one (1) solid color. Trade dress color schemes or corporate logos will be allowed. No fluorescent colors shall be used for a donation container or its associated signage.

(i) Donation containers shall be located behind the required building line setbacks.

(j) Donation containers shall not impede traffic nor visually impair any motor vehicle drivers from a public street and shall not interfere with visibility triangles or on-site vehicle or pedestrian circulation.

(k) Donation containers shall not be located in any required landscape required area.

(l) Donation containers shall not be located in any fire lane.

(m) Donation containers shall not be located in any parking space required to meet the minimum parking requirements for a site.

(n) Donation containers cannot impede the functioning of exhaust, ventilation, or fire extinguishing systems.

(o) Donation containers shall not be located in any platted or dedicated access easement.

(p) No more than one (1) donation container may be located on a single platted lot or unplatted tract of land. In the case of a shopping center or office development that consist of multiple platted lots, the administrator shall treat the center or office development as if it is only one contiguous lot.

(q) Donation containers shall only be placed on a lot which contains an occupied building.

(r) Donation containers shall not be located closer than three hundred (300) feet from another container.

§ 34 -330 **Donation Box requirements.**

(a) A donation box shall be properly maintained and comply with the following regulations:

(1) The property owner of real property with a donation box shall keep the donation box and the real property situated under the donation box clean and free of trash, debris, broken glass, or excess donations.

a. The real property owner that fails to maintain the cleanliness of the donation box and surrounding real property may receive a notice of violation from the city. If the city elects to send a notice of violation to the address of the property owner as shown on the most recently approved municipal or county tax roll, the property owner shall have twenty-four (24) hours to remedy the complaint. Failure to comply with a notice of violation may result in the issuance of a citation by the city.

(2) No more than one (1) donation box may be located on a single platted lot or unplatted tract of land. In the case of a shopping center or office development that consist of multiple platted lots, the center or office development shall be considered as if it is only one contiguous lot.

(3) Donation boxes shall not impede traffic nor visually impair any motor vehicle drivers from a public street and shall not interfere with visibility triangles or on-site vehicle or pedestrian circulation.

§ 34- 331 **Donation container service and maintenance requirements.**

(a) Donation container and drop-off collection areas shall be properly maintained and comply with the following regulations:

(1) The operator of each donation container shall keep the real property situated within twenty-five (25) feet of the location of a donation container clean and free of trash, debris, broken glass, clothes hangers, clothes, clothing accessories or excess donations.

(2) The donation container operator and the real property owner, property owner's designated agent, property manager, or property's lawful occupant listed on the permit application shall be jointly and severally liable and responsible for the maintenance, upkeep, and servicing of the donation container and the cleanup and removal of any donations left on the property outside of the donation container.

(3) A donation container operator or the real property owner, property owner's designated agent, property manager, or property's lawful occupant listed on the permit application that fails to maintain the cleanliness of the surrounding real property may receive a notice of violation from the city. If the city elects to send a notice of violation to the email address on file for the operator, the operator shall have twenty-four (24) hours to remedy the complaint. Failure to comply with a notice of violation may result in the issuance of a citation by the city. An operator who is issued more than one (1) citation in a twelve (12) month period for the same offense on the same donation container is subject to revocation of the approval for such donation container.

§ 34-332 **Enforcement.**

(a) The city shall have the authority to abate any property in violation of this article that is deemed a public nuisance under the procedures contained in Article II, "Public Nuisances," of Chapter 34, "Environment," of the Code of Ordinances, City of Burleson, Texas, as amended. This provision does not exclude or limit the use of any other provision

in this chapter, the Code of Ordinances, City of Burleson, Texas, or the laws of the State of Texas.

(b) The registrant, owner, agent, lessee or any other person in control of the property where the donation collection container is located and the person or entity which owns, maintains, or operates the donation collection container shall be jointly liable.

(c) Any person who violates any provision of this article is guilty of a misdemeanor which, upon conviction, shall be punishable by a fine not to exceed five hundred dollars ($500.00). However, a fine for the violation of a provision of this chapter that governs fire safety, zoning, or public health and sanitation, including dumping or refuse, may not exceed two thousand dollars ($2,000.00). Each day that an unmitigated violation of this article is committed, continued, or permitted shall constitute a separate, punishable offense. A violation of this article includes, but is not limited to:

(1) Unpermitted placement of a donation container;

(2) Failure to service a donation container or donation box as required under this article; or

(3) Placing a donation container or donation box on the premises of another person without that person's consent.

(d) Any donation container located within the city that does not have a current, valid permit or any permitted donation container that has received more than two notices of violation from the city in the past twelve (12) months shall be subject to impoundment by the city. Any donation container impounded by the city will be released to the owner upon payment of all actual costs incurred by the city for the impoundment and storage fees of twenty dollars ($20.00) per calendar day of storage. If a donation container is impounded for longer than fifteen (15) calendar days, it shall be considered abandoned property subject to disposal or sale at the City's sole discretion.

§ 34-333 **Revocation of donation container permit.**

(a) The _____ shall revoke a donation container permit if the _____ determines that the permit holder has:

(1) Given false or inaccurate information on the application for a donation container permit or in a hearing concerning the donation container permit; or

(2) Violated the provisions of this article.

§ 34-334 **Appeal.**

Appeal from denial or revocation of donation container permit.

If the _____denies or revokes a donation container permit, the city shall give notice by personal service or by certified mail, return receipt requested, to the applicant or permit holder. The applicant or permit holder may appeal the decision to deny or revoke by filing written notice with the _____, within five (5) days after receipt of notice. The _____ shall mail, or cause to be personally delivered, written notice of the time and place of the hearing to the person appealing. The notice shall be mailed to the address specified in the notice of appeal form. The _____ shall conduct a hearing and shall decide on the basis of a preponderance of the evidence presented at the hearing. The decision of the _____ be final.

§ 34-335 **Exemptions to Donation Container Permit Requirement.**

(a) Donation containers that are entirely enclosed within a principal building or are accessory to a principal activity on a property owned or leased by the operator of the donation container shall not require a permit, but must still comply with the remainder of the requirements in this chapter."

SECTION 2.

The Fee Schedule previously passed in Ordinance CSO #5565-09-2024, as amended, is amended to include the permit fees established in Section 1 of this Ordinance.

SECTION 3.
CUMULATIVE CLAUSE

This Ordinance shall be cumulative of all provisions and ordinances of the Code of Ordinances, 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 4.
SEVERABILITY CLAUSE

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

SECTION 5.
RECITALS INCORPORATED

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

SECTION 6.
PENALTY CLAUSE

Any person, firm, association of persons, corporation, or other organization who violates any provision of this Ordinance is guilty of a misdemeanor which, upon conviction, shall be punishable by a fine not to exceed five hundred dollars ($500.00). However, a fine for the violation of a provision of this Ordinance that governs fire safety, zoning, or public health and sanitation, including dumping or refuse, may not exceed two thousand dollars ($2,000.00). Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 7.

SAVINGS CLAUSE

All rights and remedies of the City of are expressly saved as to any and all violations of the provisions of the Code of Ordinances, City of Burleson, Texas as amended, or any other ordinances affecting the matters regulated herein which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 8.
PUBLICATION

The City Secretary of the City is hereby directed to publish at least twice in the official newspaper of the City of Burleson, the caption and the penalty clause of this Ordinance in accordance with Section 52.013(b) of the Local Government Code.

SECTION 9.
EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its passage and publication as required by law, and it is so ordained.

AND IT IS SO ORDAINED.

PASSED AND APPROVED the _____ day of _____, 20_____.

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

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

_____
Chris Fletcher, Mayor
City of Burleson, Texas

ATTEST:

APPROVED AS TO FORM:

Amanda Campos, City Secretary

E. Allen Taylor, Jr., City Attorney

City Council Regular Meeting

DEPARTMENT: **Development Services**

FROM: **Tony D. Mcilwain, Development Services Director**

MEETING: **August 4, 2025**

SUBJECT:

Receive a report, hold a discussion, and provide staff direction on proposed amendments to Chapter 26, *Courts* and Chapter 34, *Environment*, of the Code of Ordinances regulating noise. *(Staff Contact: Tony D. McIlwain, Development Services Director)*

SUMMARY:

Mayor Fletcher requested staff to review the noise ordinance and offer any recommended changes. Police, Code Compliance, City Secretary and Legal staff worked together to propose changes. In order to adequately address staff's proposed changes, it will require amendments to both Chapter 26, *Courts* and Chapter 34, *Environment*, of the Code of Ordinances.

On June 18th, staff briefed the proposed amendments to the Public Safety and Municipal Court Committee for feedback and further direction. The Committee approved a motion to take the item to the full Council for discussion.

RECOMMENDATION:

Staff is recommending the Council provide feedback and further direction on the proposed ordinance amendments.

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

June 18, 2025: The Public Safety and Municipal Court Committee received a presentation on the proposed amendments to Chapter 26, *Courts* and Chapter 34, *Environment*, of the Code of Ordinances.

REFERENCE:

Insert CSO# if applicable
Insert resolution or ordinance change

FISCAL IMPACT:

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

Fund: n/a
Account Description: n/a

STAFF CONTACT:

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

Noise Ordinance and Municipal Court Amendments

CITY COUNCIL: AUGUST 4, 2025

Background

- Nuisance noise complaints between neighbors can be challenging to enforce.
- <u>Challenges</u>
  - Many times city staff/ BP officers do not observe the violation
  - Rental property in which the occupants creating nuisance – responsible party (owner or renter?)
  - Willingness of the complainant to write an affidavit or appear in court as witness
  - Repeat Offenders and/or continuous violation consequences
- Nuisance noise is created by unreasonable and inappropriate sound that is unreasonably loud, disturbing, or unnecessary and that would prevent other property owners and citizens from enjoying the reasonable use of their property.
- Mayor Fletcher requested staff to review the noise ordinance and offer any recommended changes. Police, Code Compliance, City Secretary and Legal staff worked together to propose changes.
- Staff presented amendments to both Chapter 26, *Courts* and Chapter 34, *Environment,* to the Public Safety and Municipal Court Committee on June 18th.

Proposed Amendments Summary

- Purpose: delete the reference to only manmade noises.
- Maximum sound levels: replace “are presumed to be public nuisances,” to, “are prima facie evidence sufficient to establish a public nuisance.”
- Enforcement: revise to state, “The provisions of this article shall be enforced by a city code officer or police officer in the course of employment. A citizen may file a written complaint with the municipal court for prosecution.”
- Continuing violations constituting a public nuisance: Adopt an ordinance to authorize the Municipal Court to have civil jurisdiction over nuisance violations under Texas Gov. Code Sec. 30.00005. This will allow the court to declare a public nuisance and then order an appropriate method for compliance, even using contempt remedies.
- Penalties: revise (4) to state, “A violation of this article is a nuisance. The prosecution of an offense under this article does not limit the city’s right to abate the nuisance, including the use of injunctive or other civil relief.”

Verbiage Changes

Chapter 34 – Environment - ARTICLE V - NOISE

§ 34-191 Noise

(a) General provisions.

(1) Purpose.

The purpose of this article is to establish a set of uniform regulations governing noise and sound ~~generated by human activities~~. These regulations are intended to ensure that a ~~manmade~~ noise does not become a nuisance by its volume, frequency, duration or vibration to such an extent that it becomes a nuisance and negatively impacts other citizens and adjoining property owners.

(c) Presumptive threshold restrictions on maximum decibel levels.

(1) Maximum sound levels.

During the times in the zoning districts set forth below, activities that create a sound pressure level on the complainant's bounding real property line that exceed the maximum allowable sound level (dBA) are ~~presumed to be public nuisances~~ prima facie evidence sufficient to establish a public nuisance.

Verbiage Changes

Chapter 34 – Environment - ARTICLE V - NOISE

§ 34-191 Noise

(f) Enforcement. The provisions of ~~subsection (c)~~ of this section ~~shall~~ **may** be enforced by the city manager or his or her designee, **or any city code officer or police officer in the course of employment .** ~~The provision of subsection (d) of this section may be enforced through the municipal court by a written complaint filed by any citizen.~~ **A citizen that witnesses a noise violation may submit a sworn statement with supporting documentation of the noise ordinance violation to a code officer or police officer of the city for municipal prosecution.**

Verbiage Changes

Chapter 34 – Environment - ARTICLE V - NOISE

§ 34-191 Noise

(g) Continuing violations constituting a public nuisance.

~~If an individual or business is convicted of three violations of the noise ordinance within any 60-day period, or if a business or individual are the subject of six complaints made within a 90-day period, a presumption will exist that a public nuisance is being created.~~

~~This presumption shall permit the city attorney to file an action in municipal court seeking a determination as to whether a public nuisance exists. The decision as to whether to seek such a determination shall be a discretionary decision of the city attorney based upon a cumulative review of the facts and circumstances of the complaints.~~

~~In order to support a finding, based solely upon complaints without conviction, it will be necessary to present evidence that efforts have been made to serve a notice of violation, or citation on the business or individual who is alleged to have violated the noise ordinance. Evidence must be presented that notice of violation was mailed to the last known address of the alleged violator through the United States Postal Service at the last known address of the business or individual alleged to have committed the violations. If no evidence exists that the business or individual accepted service or delivery of the notice of violation, then evidence must be presented that in addition to attempts to achieve contact through the United States Postal Service, affidavits must be provided showing that notice of violation or complaint were posted on the business or residence by a public official in a prominently visible location on the apparent main entrance to the business or residence during normal working hours on at least one occasion for each notice of violation or citation.~~

~~If the apparent public nuisance evidence set forth above is in the possession of city officials they are authorized to present a request to the municipal court for a determination that the ongoing evidence of continued violation of the noise ordinance constitutes a public nuisance and requests a hearing for a determination and ruling on such motion. The municipal court will give proper notice to any and all affected parties and schedule a hearing on the motion to determine the existence of a public nuisance at the subject property. If the city presents sufficient evidence that a continuing noise nuisance has occurred and/or if the alleged offending business or individual fails to respond to the notice of hearing and appear before the court to explain their actions, the court may enter an order finding that a public nuisance exists.~~

~~Notice of such findings shall be transmitted to the property owner or individual against whom the public nuisance complaint has been lodged by mail and by personal delivery at the business or site where the alleged noise offense is occurring. If the property owner should then fail to take action to abate the nuisance, the city attorney shall so advise the municipal court. The municipal court judge shall then determine the appropriate method to insure compliance utilizing the contempt remedies available to the court.~~

Verbiage Changes

Chapter 34 – Environment - ARTICLE V - NOISE

§ 34-191 Noise

(g) Continuing violations constituting a public nuisance. In addition to the criminal jurisdiction of the municipal court, the municipal court shall have civil jurisdiction over nuisance violations in accordance with V.T.C.A., Government Code § 30.00005.

Verbiage Changes

Chapter 34 – Environment - ARTICLE V - NOISE

§ 34-191 Noise

(h) Penalties.

(1) A person commits an offense if the person makes noise in violation of this ~~article~~ **section.**

(2) An offense under this section is punishable by a fine of not more than $2,000.00, for each event or violation.

(3) Each occurrence of a violation, or, in the case of multiple violations, each day a violation occurs or continues, constitutes a separate offense and may be punished separately.

(4) ~~Any individual violation of this section may constitute a nuisance based upon the specific circumstances~~ **A violation of this section is a nuisance.** The prosecution of an offense under this ~~article~~ **section** does not limit the city's right to abate the nuisance, including the use of injunctive or other civil relief.

Verbiage Changes

Chapter 26 – Courts

§ 26 – 2 Authority of Chapter

(a) In addition to the jurisdiction provided by general law for municipal courts of record in accordance with V.T.C.A., Government Code § 30.00005 and for criminal cases arising under ordinances authorized by V.T.C.A., Local Government Code §§ 215.072, 217.042, 341.903 and 551.002, the municipal court of record in the City shall have concurrent jurisdiction with the justice court in any precinct in which the City is located in criminal cases that arise within the territorial limits of the City and are punishable only by fine.

Verbiage Changes

Chapter 26 – Courts

§ 26 – 2 Authority of Chapter

(b)The court also shall have:

(1)Civil jurisdiction for the purpose of enforcing municipal ordinances enacted under V.T.C.A., Local Government Code, Chapter 214, Subchapter A, or V.T.C.A., Transportation Code, Chapter 683, Subchapter E;

(2)Concurrent jurisdiction with a district court or a county court at law under V.T.C.A., Local Government Code, Chapter 54, Subchapter B, within the City's territorial limits and property owned by the City located in the City's extraterritorial jurisdiction for the purpose of enforcing health and safety and nuisance abatement ordinances;

(3)Concurrent jurisdiction with a district court and a justice court over expunction proceedings relating to the arrest of a person for an offense punishable by fine only; and

Verbiage Changes

Chapter 26 – Courts

§ 26 – 2 Authority of Chapter

(4) Authority to issue:

a. Search warrants for the purpose of investigating a health and safety or nuisance abatement ordinance violation; and

b. Seizure warrants for the purpose of securing, removing, or demolishing the offending property and removing debris from the premises.

(5) The procedures set forth in V.T.C.A., Local Government Code, Chapter 54, Subchapter B, shall govern actions brought under V.T.C.A., Local Government Code, Chapter 54, Subchapter B.

Exceptions

New language in the ordinance references necessary changes due to SB 1008 which limits the city's prohibition authority, permitting and fee requirements.

Exceptions. Notwithstanding anything in this section to the contrary, the following sound-related activities are not a violation of this section:

(1) A food service establishment, as defined in Texas Health and Safety Code § 437.001, as may be amended from time to time, that accepts delivery of supplies or other items, provided that if the delivery occurs between 10 p.m. and 5 a.m., then:

(a) the delivery lasts for one hour or less;

(b) the delivery is only for food, nonalcoholic beverages, food service supplies, or ice; and

(c) the delivery sound level when measured from the residential property closest in proximity to the establishment does not exceed 65 dBA, excluding traffic and other background noise that can be reasonably excluded.

(2) A restaurant, as defined by Alcoholic Beverage Code § 1.04, as may be amended from time to time, that limits the use of amplified sound for playing music or amplifying human speech within the establishment's indoor or outside property boundaries to ensure:

(a) the amplified sound is not used after 10 p.m. on Sunday through Thursday and 11 p.m. on Friday and Saturday; and

(b) the amplified sound level does not exceed 70 dBA or 75 dBC when measured at the establishment's property perimeter, excluding traffic and other background noise that can be reasonably excluded.

(3) Subsection (i)(2), above, does not apply to a food service establishment on property that is located within 300 feet of a residence that was occupied before any food service establishment was located on the property."

Recommendation

Staff is recommending the Council provide feedback and further direction on the proposed ordinance amendments.

THE CITY OF BURLESON TEXAS

Questions / Comments

TONY MCILWAIN, AICP, CFM

DEVELOPMENT SERVICES DIRECTOR

TMCILWAIN@BURLESONTX.COM

817.426.9684

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 26-2, "AUTHORITY OF CHAPTER," OF CHAPTER 26, "COURTS," OF THE CODE OF ORDINANCES, CITY OF BURLESON, TEXAS, EXPANDING THE MUNICIPAL COURT OF RECORD'S AUTHORITY AND JURISDICTION; PROVIDING THAT THE ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council previously established a municipal court of record within the City; and

WHEREAS, the City Council finds it in the best interest of the citizens to expand the City's current municipal court jurisdiction to provide alternatives to adjudication and enforcement of the City's ordinances in accordance with Texas Government Code Chapter 30 and other applicable law; and

WHEREAS, the City Council deems it necessary to amend Chapter 26 to modify municipal court authority and procedures to provide a more just and efficient avenue for disposition of cases arising in the City, and in order to more effectively enforce the ordinances of the City.

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

SECTION I.

Section 26-2, "Authority of Chapter," of Chapter 26, "Courts," of the Code of Ordinances, City of Burleson, Texas is hereby amended to read as follows:

"§ 26-2 **Authority of chapter**.

(a) In addition to the jurisdiction provided by general law for municipal courts of record in accordance with V.T.C.A., Government Code § 30.00005 and for criminal cases arising under ordinances authorized by V.T.C.A., Local Government Code §§ 215.072, 217.042, 341.903 and 551.002, the municipal court of record in the City shall have concurrent jurisdiction with the justice court in any precinct in which the City is located in criminal cases that arise within the territorial limits of the City and are punishable only by fine.

(b) The court also shall have:

(1) Civil jurisdiction for the purpose of enforcing municipal ordinances enacted under V.T.C.A., Local Government Code, Chapter 214, Subchapter A, or V.T.C.A., Transportation Code, Chapter 683, Subchapter E;

(2) Concurrent jurisdiction with a district court or a county court at law under V.T.C.A., Local Government Code, Chapter 54, Subchapter B, within the City's territorial limits and property owned by the City located in the City's extraterritorial jurisdiction for the purpose of enforcing health and safety and nuisance abatement ordinances;

(3) Concurrent jurisdiction with a district court and a justice court over expunction proceedings relating to the arrest of a person for an offense punishable by fine only; and

(4) Authority to issue:

a. Search warrants for the purpose of investigating a health and safety or nuisance abatement ordinance violation; and

b. Seizure warrants for the purpose of securing, removing, or demolishing the offending property and removing debris from the premises.

(5) The procedures set forth in V.T.C.A., Local Government Code, Chapter 54, Subchapter B, shall govern actions brought under V.T.C.A., Local Government Code, Chapter 54, Subchapter B.

SECTION II.

This Ordinance shall be cumulative of all provisions of ordinances of the City, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION III.

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

SECTION IV.

This Ordinance shall be in full force and effect from and after its passage as required by law, and it is so ordained.

PASSED AND APPROVED ON FIRST READING ON THIS _____ DAY OF _____, 2025.

PASSED AND APPROVED ON SECOND READING ON THIS _____ DAY OF _____, 2025.

_____
MAYOR

ATTEST:

_____
CITY SECRETARY

EFFECTIVE:_____

APPROVED AS TO FORM AND LEGALITY:

_____
CITY ATTORNEY

ORDINANCE NO. _____

AN ORDINANCE AMENDING ARTICLE V, "NOISE," OF CHAPTER 34, "ENVIRONMENT," OF THE CODE OF ORDINANCES, CITY OF BURLESON, TEXAS BY PROVIDING AN UPDATE TO THE NOISE REGULATIONS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council, after due and careful consideration, has determined that it is reasonable and appropriate to protect the citizens of the City from any nuisance impacts created by unreasonable and inappropriate noise that is unreasonably loud, disturbing, or unnecessary and that would prevent other property owners and citizens from enjoying the reasonable use of their property; and

WHEREAS, in order to implement this intent, it is necessary to control the level of noise in a manner which promotes commerce; protects the sleep and repose of citizens; promotes the value and enjoyment of property, preserves the quality of the environment, yet provides reasonable notice and guidance to the average citizen of what type of activities may be prohibited; and

WHEREAS, it is reasonable and appropriate to not only identify prohibited activities but also to identify specific areas where a different standard of noise regulation or management may be appropriate due to the character of the area and its role in community life; and

WHEREAS, it is appropriate to establish the identified exemptions to the general application of noise regulations to accommodate compelling public needs.

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

SECTION I.

Subsection (a)(1), "Purpose," Subsection (c)(1), "Maximum Sound Levels," Subsection (f), "Enforcement," Subsection (g), "Continuing Violations Constituting a Public Nuisance," and Subsection (h), "Penalties," of Section 34-191, Article V, "Noise," of Chapter 34, "Environment," of the Code of Ordinances, City of Burleson, Texas are hereby amended to read as follows:

"§ 34-191 Noise.

(a) General provisions.

(1) Purpose. The purpose of this article is to establish a set of uniform regulations governing noise and sound. These regulations are intended to ensure that a noise does not become a nuisance by its volume, frequency, duration, or vibration to such an extent that it becomes a nuisance and negatively impacts other citizens and adjoining property owners.

***

(c) Presumptive threshold restrictions on maximum decibel levels.

(1) Maximum sound levels. During the times in the zoning districts set forth below, activities that create a sound pressure level on the complainant's bounding real property line that exceed the maximum allowable sound level (dBA) are prima facie evidence sufficient to establish a public nuisance:

Within or directly adjacent to a zoning district zoned (A) agricultural, SFE single-family residential estate, SF16 single-family dwelling district 16, SF10 single-family dwelling district 10, SF7 single-family dwelling district 7, SFA single-family attached dwelling district, 2F two-family dwelling district, MF1 multi-family 1 dwelling district, MF2 multi-family 2 dwelling district, MH manufactured housing dwelling district, or MHP manufactured housing park district:

Daytime: 7:00 a.m. to 10:00 p.m.: equal to or less than 70 dBA

Nighttime: 10:00 p.m. to 7:00 a.m.: equal to or less than 60 dBA

All commercial zoning districts, including the NS neighborhood service district, GR general retail district and C commercial district:

Daytime: 7:00 a.m. to 10:00 p.m.: equal to or less than 80 dBA

Nighttime: 10:00 p.m. to 7:00 a.m.: equal to or less than 70 dBA

The industrial zoning district:

Daytime: 7:00 a.m. to 10:00 p.m.: equal to or less than 85 dBA

Nighttime: 10:00 p.m. to 7:00 a.m.: equal to or less than 75 dBA

Site plan or planned development districts (SP or PD) shall be analyzed to determine the majority percentage of land use within that unique zoning district. The sound decibel levels applicable to the base land use category that constitutes the largest percentage of land area within that special district shall be the controlling decibel limit.

In the Old Town (OT) overlay district the area zoned C.C. (Central Commercial):

Sunday - Thursday

Daytime: 7:00 a.m. to 10:00 p.m.: equal to or less than 80 dBA

Nighttime: 10:00 p.m. to 7:00 a.m.: equal to or less than 70 dBA

Friday – Saturday

Daytime: 7:00 a.m. to 2:00 a.m. the following day: equal to or less than 85 dBA

Nighttime and Sunday: 2:00 a.m. to 7:00 a.m.: equal to or less than 70 dBA

All zoning where ambient noise level exceeds the prescribed maximum level:

7:00 a.m. to 10:00 p.m.: Existing Ambient (dBA) + 3 dBA

10:00 p.m. to 7:00 a.m.: Existing Ambient (dBA)

***

(f) Enforcement. The provisions of this Section may be enforced by the city manager or his or her designee, or any city code officer or police officer in the course of employment. A citizen that witnesses a noise violation may submit a sworn statement with supporting documentation of the noise ordinance violation to a code officer or police officer of the city for municipal prosecution.

(g) Continuing violations constituting a public nuisance. In addition to the criminal jurisdiction of the municipal court, the municipal court shall have civil jurisdiction over nuisance violations in accordance with V.T.C.A., Government Code § 30.00005.

(h) Penalties.

(1) A person commits an offense if the person makes noise in violation of this section.

(2) An offense under this section is punishable by a fine of not more than $2,000.00 for each event or violation.

(3) Each occurrence of a violation, or, in the case of multiple violations, each day a violation occurs or continues, constitutes a separate offense and may be punished separately.

(4) A violation of this section is a nuisance. The prosecution of an offense under this section does not limit the city's right to abate the nuisance, including the use of injunctive or other civil relief.

(i) Exceptions. Notwithstanding anything in this section to the contrary, the following sound-related activities are not a violation of this section:

(1) A food service establishment, as defined in Texas Health and Safety Code § 437.001, as may be amended from time to time, that accepts delivery of supplies or other items, provided that if the delivery occurs between 10 p.m. and 5 a.m., then:

(a) the delivery lasts for one hour or less;

(b) the delivery is only for food, nonalcoholic beverages, food service supplies, or ice; and

(c) the delivery sound level when measured from the residential property closest in proximity to the establishment does not exceed 65 dBA, excluding traffic and other background noise that can be reasonably excluded.

(2) A restaurant, as defined by Alcoholic Beverage Code § 1.04, as may be amended from time to time, that limits the use of amplified sound for playing music or amplifying human speech within the establishment's indoor or outside property boundaries to ensure:

(a) the amplified sound is not used after 10 p.m. on Sunday through Thursday and 11 p.m. on Friday and Saturday; and

(b) the amplified sound level does not exceed 70 dBA or 75 dBC when measured at the establishment's property perimeter, excluding traffic and other background noise that can be reasonably excluded.

(3) Subsection (i)(2), above, does not apply to a food service establishment on property that is located within 300 feet of a residence that was occupied before any food service establishment was located on the property."

SECTION II.

This Ordinance shall be cumulative of all provisions of ordinances of the City, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION III.

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

SECTION IV.

Any person, firm, or corporation who violates, disobeys, omits, neglects, or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance shall be fined not more than $2,000.00 for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION V.

All rights and remedies of the City are expressly saved as to any and all violations of the provisions of Chapter 34, Article V of the Code of Ordinances, City of Burleson, Texas and or any other ordinances affecting noise which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal,

whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION VI.

The City Secretary is hereby directed to publish the caption and penalty clause of this Ordinance as required by state law.

SECTION VII.

This Ordinance shall be in full force and effect from and after its passage and publication as required by law, and it is so ordained.

PASSED AND APPROVED ON FIRST READING ON THIS _____ DAY OF _____, 2025.

PASSED AND APPROVED ON SECOND READING ON THIS _____ DAY OF _____, 2025.

_____
MAYOR

ATTEST:

_____
CITY SECRETARY

EFFECTIVE:_____

APPROVED AS TO FORM AND LEGALITY:

_____
CITY ATTORNEY

City Council Regular Meeting

DEPARTMENT: **Development Services**

FROM: **Tony D. McIlwain, Development Services Director**

MEETING: **August 4, 2025**

SUBJECT:

Receive a report, hold a discussion and provide staff direction regarding a neighborhood empowerment zone (NEZ) program and draft ordinance. (*Staff Contact: Tony McIlwain, AICP, CFM, Development Services Director*)

SUMMARY:

Staff has provided two briefings to the Council Policy and Valuation Committee on a neighborhood empowerment zone (NEZ) program. A NEZ is a municipal planning and development program/tool that allows a municipality to designate a defined geographic area for the purpose of providing municipal property tax abatements, fee waivers, release of city liens, etc. These incentives are designed to promote affordable housing, economic development and expanded services, and are available to property owners who build or rehabilitate property within a NEZ.

Staff has identified the Hillery-Montclair community as a target area for a NEZ designation to aid with the rehabilitation of residential structures. Below are some factors on this target area:

- Limited to residential uses only
- 464 residential lots
- Structures over 60 years old
- Average 2024 property appraisal valuation of $218,787 (assessment falls below $309,000 HUD criteria)

If a NEZ is approved, some positive outcomes include a reduction in blight, an extension in the life cycle of housing through rehabilitation and new investment in the community.

RECOMMENDATION:

Staff is seeking Council's direction for further action on this item.

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

August 21, 2024: Staff provided a briefing to the Council Policy and Valuation Committee on several facets of NEZs.

April 23, 2025: The Council Policy and Valuation Committee approved a motion to the take th item to forward to the full Council.

REFERENCE:

Insert CSO# if applicable
Insert resolution or ordinance change

FISCAL IMPACT:

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

STAFF CONTACT:

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

Neighborhood Empowerment Zones (NEZ)

CITY COUNCIL: AUGUST 4, 2025

Local Government Code (LGC) Chapter 378

Local Government Code (LGC) Chapter 378 allows a municipality may create a neighborhood empowerment zone covering a part of the municipality if the municipality determines the creation of the zone would promote:

(1) the creation of affordable housing, including manufactured housing, in the zone;

(2) an increase in economic development in the zone;

(3) an increase in the quality of social services, education, or public safety provided to residents of the zone; or

(4) the rehabilitation of affordable housing in the zone.

Local Government Code (LGC) Chapter 378

MUNICIPAL POWERS. In addition to other powers that a municipality may exercise, a municipality may:

(1) waive or adopt fees related to the construction of buildings in the zone, including fees related to the inspection of buildings and impact fees;

(2) enter into agreements, for a period of not more than 10 years, for the purpose of benefiting the zone, for refunds of municipal sales tax on sales made in the zone;

(3) enter into agreements abating municipal property taxes on property in the zone subject to the duration limits of Section 312.204, Tax Code; and

(4) set baseline performance standards, such as the Energy Star Program as developed by the Department of Energy, to encourage the use of alternative building materials that address concerns relating to the environment or to the building costs, maintenance, or energy consumption.

NEZ Adoption

(a) A municipality may create a zone if the governing body of the municipality adopts a resolution containing:

(1) the determination described by Section 378.002;

(2) a description of the boundaries of the zone;

(3) a finding by the governing body that the creation of the zone benefits and is for the public purpose of increasing the public health, safety, and welfare of the persons in the municipality; and

(4) a finding by the governing body that the creation of the zone satisfies the requirements of Section 312.202, Tax Code.

(b) A municipality may create more than one zone and may include an area in more than one zone.

Texas Tax Code Chapter 312

- Tax Code Section 312.202 establishes criteria for reinvestments zones.

- Council must finding that a designated area contains one or more of the following:

  - a substantial number of substandard, slum, deteriorated, or deteriorating structures;
  - the predominance of defective or inadequate sidewalks or streets;
  - faulty size, adequacy, accessibility, or usefulness of lots; unsanitary or unsafe conditions;
  - the deterioration of site or other improvements;
  - tax or special assessment delinquency exceeding the fair value of the land;
  - defective or unusual conditions of title;
  - conditions that endanger life or property by fire or other cause

Texas Tax Code 312

- Additionally, 312.202 lists several other criteria relating to obsolete platting, deteriorating conditions, etc.

- Section 312.204 of the Tax Code only allows exemption on taxation for a portion of the value of the real property or of tangible personal property located on the real property, or both, for a period not to exceed 10 years, on the condition that the owner of the property make specific improvements or repairs to the property.

Possible Incentives and Benefits

Example of Incentives

- City Property Tax Abatement (Council Action)
- Release of Liens
- Development Fee Waivers – *(NOTE: Results in Foregone Revenue from General Fund)*
- Refunds of municipal sales tax
- Set baseline performance standards for alternative building materials

Benefits of NEZ

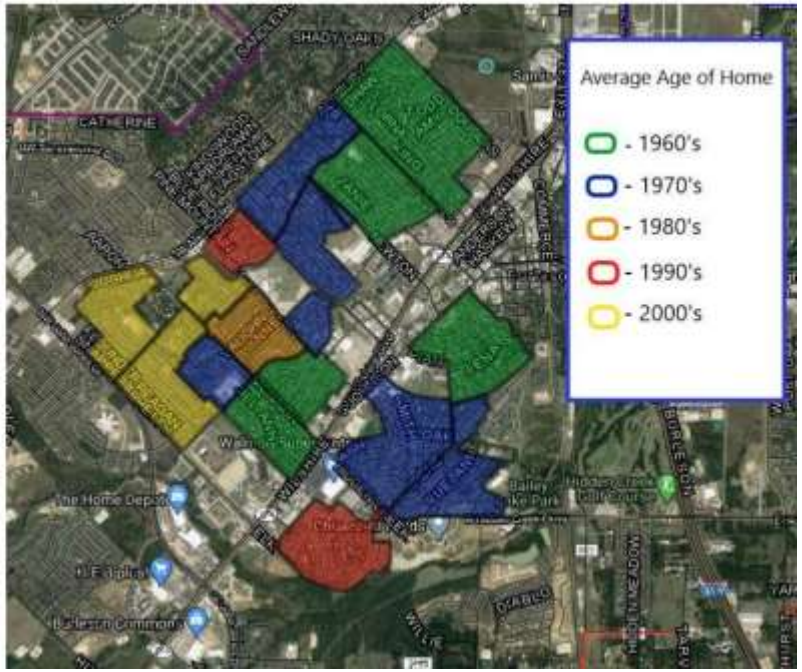
- Reducing blight
- Extend life cycle of housing through rehabilitation
- Encourage new investment in the community
- Investment and incentives bring increased awareness, attention and heightened visibility, which may (over time) reduce instances of criminal-related property damage and mischief

Staff Research

- Development Services and the Police Department met and discussed areas that might benefit from a NEZ, based on statistical data.
- Staff identified three target areas comprised of the Hillery Heights, Montclair Addition and Crestmoor Park neighborhoods.
- These areas are largely comprised of older housing stock and has benefitted from targeted Code Compliance action in the past.
- The common code compliance violations in these areas include property maintenance, high grass, junk and trash, dilapidated fences, yard parking and inoperable vehicles.

Average Age of Housing Stock

- This map graphic depicts the average age of homes within and around the Target Areas.
- The prevailing stock of housing is 45+ years old.
- A NEZ could extend a lifeline to prolong the life cycle of these homes.



Previous Council Policy and Valuation Committee Actions

- *August 21, 2024:* Staff provided a briefing to the Council Policy and Valuation Committee on Neighborhood Empowerment Zones (NEZs).
- Staff initially provided the Committee with three potential Target Pilot Areas.
- Committee approved a motion to have staff to focus on residential uses in one target area.
- *April 23, 2025:* Staff recommended an area within the Hillery- Montclair community as the one residential target area due to the age of the housing stock. incentives and fee waivers utilized by other Texas cities with a NEZ program.
- The Committee discussed improvement criteria, possible incentives (to include fee waivers and tax abatements) and the City's existing HOME Rebate Program.
- Committee approved a motion to have staff proceed with providing the briefing to the full Council for further discussion.

Hillery – Montclair community was identified as the Target Pilot Area

Positive NEZ Outcomes:

- Reduce blight
- Extend life cycle of housing through rehabilitation
- Encourage new investment in the community

THE CITY OF BURLESON TEXAS

Target Pilot Area Facts

- NEZ designation aids pilot area with rehabilitation of residential structures to revitalize a specific geographic area
- Limited to residential uses only
- Hillery – Montclair Area - 464 residential lots
- Structures over 60 years old
- Average 2024 property appraisal valuation of $218,787 (assessment falls below $309,000 HUD criteria)

Incentive Options

Fee Waiver Examples
Tax Abatement (3 – 10 Years)
Lien Fees
Demolition Fees
Building Permit Fees
One-trade Permit Fees
Inspection Fees
Water & Sewer Tap Fees

City	Tax Abatement	Program Status
Amarillo	100% - 10 years	
Beaumont	100 % – 7 years	
Commerce	100% - 10 years	
Ft. Worth	100% - 5 years	78 FY 24 - Active
Laredo	100% - 10 years	
Nolanville	100% - 5 years	
Plano	Fee Waivers only	

Tax Incentive - Property owners that make qualified improvements to enhance the value of their homes can receive incentives based on the taxable value AFTER the improvement. Property tax abatements are granted for the INCREASE OF TAXABLE VALUE CAUSED BY IMPROVEMENTS to the property as a result of the investment amount. (requires public hearing and City Council approval)

Fee Waivers

	Tax Abatement	Lien Waivers	Construction Abatement	Platting Fees	Preliminary Plan Fees	Zoning Fees	Sign Permit Fees	Demolition Fees	Building Permit Fees	One-Trade Permit Fees	Plan Review Fees	Inspection Fees	CO Fees	Water & Sewer Tap Fees
Amarillo	x			x	x	x	x	x	x	x	x	x	x	x
Beaumont	x	x	x				x	x	x	x	x	x	x	x
Commerce	x	x							x			x		x
Ft Worth	x	x		x		x	x	x	x	x	x	x		
Laredo	x			x		x		x	x	x	x			x
Nolanville	x	x		x		x	x	x	x	x	x	x		
Plano	x					x	x	x	x	x	x	x	x	x

Improvement Criteria from Other Cities

- **Ft. Worth** – minimum **30%** improvement value as determined by the Tarrant County Appraisal District value– $100 Application fee
- **Amarillo** - minimum **20%** improvement value as determined by the Potter- Randall Appraisal District value – no fee to apply
- **Beaumont** - Substantial Investment: NEZ for new construction or renovation of single family uses for investments of $50,000 or greater and may be granted for all other uses for investment of $75,000 or greater.
- **Commerce** – no investment criteria; just needs to be located within NEZ
- **Laredo** - minimum **20%** improvement value as determined by the Webb County Appraisal District value - $100 application fee
- **Nolanville** – minimum **30%** improvement value as determined by the Bell County Appraisal District value – $100 Application fee
- **Plano** - New multifamily development, or redevelopment when project costs are a minimum of $8,000 per dwelling unit.

NEZ Only Applies to City Property Tax

Taxing Entity	Tax Rate	Can taxes be waived with NEZ?	Home Value	Property Tax
Johnson County	0.329276	No		
BISD	1.2552	No		
City of Burleson	0.6627	Yes	*$218,787	$1,449.90

*Based on Average Home Value $218,787 in Hillery / Montclair target area located in both Johnson and Tarrant County

Tax Abatement Example: Rehabilitation of Existing Home

Property owners that make qualified improvements to enhance the value of their homes can receive incentives based on the taxable value AFTER the improvement. Property tax abatements are granted for the increase in taxable value caused by the improvements to the property as a result of the investment amount.

Proposing Minimum investment of 20% of JCAD improvement value.

EXAMPLE – If a $218,787 home is remodeled (20% value = $43,757)					
	Appraised value	**COB Tax Rate**	**City Taxes owed**	**City Taxes forgiven**	**City Taxes Paid**
Before Remodel	$218,787	.6627	$1,449	$0	$1,449
After Remodel – Year 1	$262,544	.6627	$1,739	$290	$1,449

Example Fee Waiver Estimate for Remodel

Fee Type	NEZ waivers
Plan Review	$30
Building permit fee	$307
Trade valuation	$135
Sub Total	$472

* Fees based the BTX's average remodel permit for FY 24

BTX Home Improvement Rebate Program

- General Fund: $25,000 overall program budget
- Applicable citywide to those that meet criteria
- Up to $5,000 Rebate on improvements
- Owner-occupied single family houses, duplexes, townhomes, and condominiums within Burleson city limits
- Houses 25 years or older
- Expenditures on the property must total 10% or more of CAD value of property.
  - For example, a $150,000 property must have a minimum investment of $15,000 to qualify; a $250,000 property must have a minimum investment of $25,000 to qualify
- Current on all state, federal, and local taxes at the time of application
- The Appraisal District total value of the home must be less than or equal to 70% of the Federal Housing Administration single-family mortgage limit (FHA - $524,225)

NEZ Considerations

- Three year property appraisal cycles may limit property tax abatement options
- What if property sells – do we continue abatement?
- Accurately tracking abatements
- Regulatory finding requirements may lead to negative public perceptions

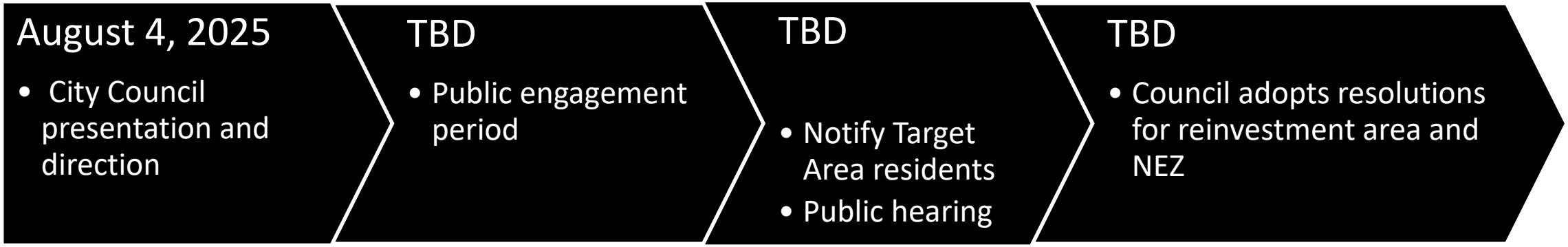
Options

- Implement NEZ program?
  - Development Investment criteria
  - Development/ Building Permit Fee Waivers
  - Release of liens
  - Reduced City Property Taxes (3 -10 years)

Possible Next Steps

- If we move forward with NEZ – Timeline for implementation?
- Public engagement

Potential Timeline



Council Direction

- Staff is seeking the Council's direction for further action on this item.

City Council Regular Meeting

DEPARTMENT: **Finance**

FROM: **Kevin Hennessey, Interim Director of Finance**

MEETING: **August 4, 2025**

SUBJECT:

Receive a report, hold a discussion, provide staff directions on the FY 2025-2026 (tax year 2025) property tax rates, and receive any additional feedback from the City Council regarding the annual budget for FY 2025-2026. *(Staff Contact: Kevin Hennessey, Interim Director of Finance)*

SUMMARY:

Senate Bill 2 went into effect in 2020. One key focus of this bill was placing a 3.5% cap on the Maintenance and Operations No New Revenue Rate (M&O NNRR) without going to the voters for approval. On June 16, 2025, the City Council approved a resolution directing the City Manager to prepare a budget calendar for the orderly adoption of the property tax rate and annual budget for FY 2025-2026, assuming a property tax rate that does not exceed the voter-approval rate. On July 29, 2025, the Johnson County Tax Assessor's Office submitted the City of Burleson's 2025 Tax Rate Calculation Worksheet (Comptrollers Form 50-856), which was reviewed by the Finance Department. This worksheet determines the following:

- No New Revenue Rate (NNRR) - $0.6591/$100 - total tax rate that would generate the same tax revenue from the previous year
- M&O NNRR - $0.4721/$100 - M&O tax rate that would generate the same tax revenue from the previous year – General Fund
- M&O Voter Approval Rate - $0.4886/$100 - 3.5% of M&O NNRR
- Debt Rate - $0.2285/$100
- Unused Increment Rate - $0.0047/$100
- Voter Approval Rate (M&O Voter Approval Rate plus Debt Rate) - $0.7218/$00

This presentation will cover the various rates calculated by the Johnson County Tax Assessor's Office.

RECOMMENDATION:

Staff recommends that the Council receive the report and provide any appropriate direction.

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

On June 16, 2025, the City Council approved a resolution directing the City Manager to prepare a budget calendar for the orderly adoption of the property tax rate and annual budget for FY 2025-2026, assuming a property tax rate that does not exceed the voter-approval rate.

REFERENCE:

N/A

FISCAL IMPACT:

The proposed tax rates are included as part of the FY 2025-2026 Proposed Budget.

STAFF CONTACT:

Kevin Hennessey
Interim Director of Finance
khennessey@burlesontx.com
817-426-9651

2025 Property Tax Rate Calculation

PRESENTED TO THE CITY COUNCIL ON AUGUST 4, 2025

Tax Rate Focus

- On June 16, 2025, the City Council approved a resolution directing the City Manager to prepare a budget calendar for the orderly adoption of the property tax rate and annual budget for FY 2025-2026, assuming a property tax rate that does not exceed the voter-approval rate
- Current tax rate is M&O $0.4704; Debt Rate $0.1923; Total Rate $0.6627
- On July 25, 2025 - the City and Johnson County Tax Office received the July certified roll from both the Tarrant County and Johnson County Appraisal Districts
- On July 29, 2025, the Johnson County Tax Assessor's Office submitted the 2025 Tax Rate Calculation Worksheet to Finance for review
  - This worksheet calculates the NNRR, M&O NNRR, Debt Rate, and Voter Approval Rate

Property Tax Overview

- Senate Bill 2 – In effect since 2020
  - No New Revenue Rate (NNRR) – total tax rate that would generate the same tax revenue from previous year
    - Based on previous year tax base
      - Tax values increase – total tax rate to generate same revenue as last year goes down
      - Tax values decrease – total tax rate to generate same revenue as last year goes up
  - M&O No New Revenue Rate (M&O NNRR) – M&O tax rate that would generate the same tax revenue from previous year – General Fund
    - M&O tax rate has a 3.5% cap without voter approval
    - Previous cap was 8%
    - Above 3.5% tax increase requires voter approval

Property Tax Overview (cont.)

- Unused Increment Rate - A taxing unit that did not use all of its revenue growth may bank that unused growth as long as the taxing unit averaged below 3.5 percent of the voter-approval rate over three years
  - **2025** Unused Increment Rate - **$0.0047**
    - The increment of 1.6 cents used last year was from tax years 2022 and 2021
    - Due to the method used to calculate the available increment (prior 3 years tax rates vs the voter authorization rates), the 2022 increment of 0.47 cents is available again in the current tax year

- Voter-Approval Tax Rate - Maintenance and Operations No-New-Revenue Tax Rate times 1.035 plus current Debt Tax Rate plus Unused Increment Rate

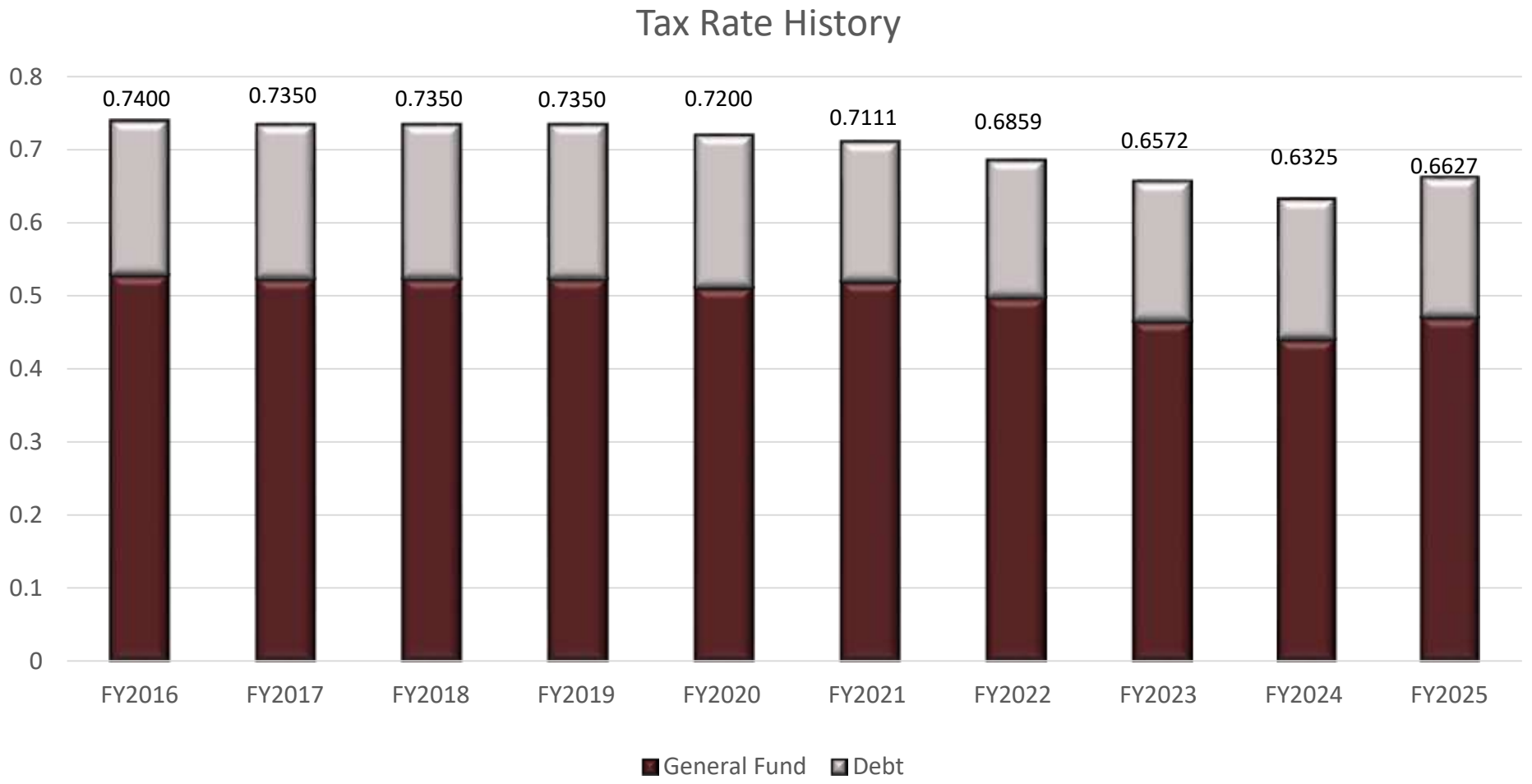
- The Finance Committee and the Council directed staff to utilize strategies to increase the Debt Tax Rate to support the proposed CIP

FY 25-26 (Tax Year 2025) Tax Rate

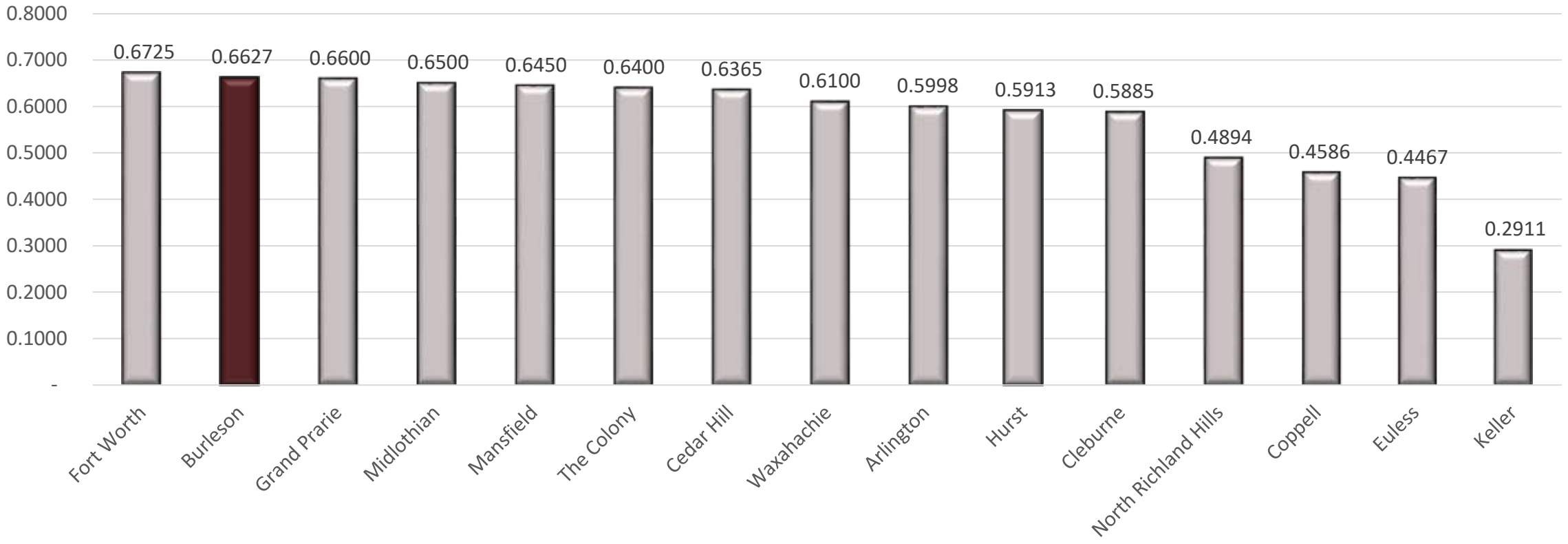
- Current Tax Rate- M&O Rate **$0.4704**; Debt Rate **$0.1923**; Total Rate **$0.6627**

- FY 2026 Tax Rates:
  - NNRR - **$0.6591**
  - M&O NNRR - $0.4721
  - 3.5% of M&O NNRR - $0.4886 (Also referred as M&O Vote-Approval Rate)
  - Debt Rate - $0.2285
  - Voter Approval Rate (Before Increment) - **$0.7171**
  - Unused Increment Rate - $0.0047
  - Voter Approval Rate - **$0.7218**

Property Tax Facts



Other City Tax Rates Comparative Fiscal Year 2024-25



Property Tax Rate Options

	M&O	Debt	Total Rate	Revenue (Tax Levy)	Difference	Cumulative
No New Revenue Rate	$0.4306	$0.2285	$ 0.6591	$ 43,045,451	$ -	-
Current Rate	$0.4704	$0.1923	$ 0.6627	$ 43,254,064	$ 208,613	$ 208,613
Proposed Rate*	$0.4704	$0.2285	$ 0.6989	$ 45,351,780	$ 2,097,716	$ 2,306,329
Voter Approval Rate (Without Increment)	$0.4886	$0.2285	$ 0.7171	$ 46,406,433	$ 1,054,653	$ 3,360,981
Voter Approval Rate (With Increment)	$0.4933	$0.2285	$ 0.7218	$ 46,678,788	$ 272,355	$ 3,633,337

**Proposed Rate will provide sufficient revenue to fund the 3 firefighter/paramedics and 1 police officer without an M&O tax rate increase*

Property Tax Rate Options

	Rate	Total Tax Levy	Average Monthly Increase	Average Annual Increase
No New Revenue Rate	$ 0.6591	$ 1,978.68	($ 0.72)	($ 8.68)
Current Rate	$ 0.6627	$ 1,989.49	$ 0.18	$ 2.13
Proposed Rate	$ 0.6989	$ 2,098.17	$ 9.23	$ 110.80
Voter Approval Rate (Without Increment)	$ 0.7171	$ 2,152.81	$ 13.79	$ 165.44
Voter Approval Rate (With Increment)	$ 0.7218	$ 2,166.92	$ 14.96	$ 179.55

This chart is based on an average home value of $300,210 after the 5% homestead exemption. The average home value before the exemption is $316,010. The homestead exemption equates to an annual savings of $110.43 at the proposed tax rate.

Next Steps

- August 4, 2025 – The City Manager will submit a copy of the FY 2025-2026 Proposed Budget to the City Secretary's Office and City Council
- August 6, 2025 – Finance Committee meeting – City Manager FY 2025-2026 budget presentation
- August 11, 2025 – Special Session meeting – City Manager FY 2025-2026 budget presentation
- September 2, 2025
  - Public Hearing on budget and tax rate
  - First reading of Budget, Tax Rate, and Other Related Ordinances
- September 8, 2025 – Final reading of Budget, Tax Rate, and Other Related ordinances

Council Direction

- Provide staff direction regarding the M&O Tax Rate
- Provide staff direction regarding the I&S Tax Rate

QUESTIONS/COMMENTS

2025 Tax Rate Calculation Worksheet
Taxing Units Other Than School Districts or Water Districts

Form 50-856

City of Burleson	817-426-9600
Taxing Unit Name	Phone *(area code and number)*
141 W. Renfro Street, Burleson, TX 76028	https://www.burlesontx.com
Taxing Unit's Address, City, State, ZIP Code	Taxing Unit's Website Address

GENERAL INFORMATION: Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue (NNR) tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per $100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submits the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

School districts do not use this form, but instead use Comptroller Form 50-859 *Tax Rate Calculation Worksheet, School District without Chapter 313 Agreements* or Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School District with Chapter 313 Agreements.*

Water districts as defined under Water Code Section 49.001(1) do not use this form, but instead use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed Water District Voter-Approval Tax Rate Worksheet.*

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

SECTION 1: No-New-Revenue Tax Rate

The NNR tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the NNR tax rate should decrease.

The NNR tax rate for a county is the sum of the NNR tax rates calculated for each type of tax the county levies.

While uncommon, it is possible for a taxing unit to provide an exemption for only maintenance and operations taxes. In this case, the taxing unit will need to calculate the NNR tax rate separately for the maintenance and operations tax and the debt tax, then add the two components together.

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
1.	**Prior year total taxable value.** Enter the amount of the prior year taxable value on the prior year tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (adjustment is made by deducting TIF taxes, as reflected in Line 17).[1]	$ 6,687,378,800
2.	**Prior year tax ceilings.** Counties, cities and junior college districts. Enter the prior year total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision last year or a prior year for homeowners age 65 or older or disabled, use this step.[2]	$ 1,033,747,701
3.	**Preliminary prior year adjusted taxable value.** Subtract Line 2 from Line 1.	$ 5,653,631,099
4.	**Prior year total adopted tax rate.**	$ 0.6627 /$100
5.	**Prior year taxable value lost because court appeals of ARB decisions reduced the prior year's appraised value.** **A. Original prior year ARB values:** $ 100,508,340 **B. Prior year values resulting from final court decisions:** - $ 88,287,080 **C. Prior year value loss.** Subtract B from A.[3]	$ 12,221,260
6.	**Prior year taxable value subject to an appeal under Chapter 42, as of July 25.** **A. Prior year ARB certified value:** $ 0 **B. Prior year disputed value:** - $ 0 **C. Prior year undisputed value.** Subtract B from A.[4]	$ 0
7.	**Prior year Chapter 42 related adjusted values.** Add Line 5C and Line 6C.	$ 12,221,260

[1] Tex. Tax Code §26.012(14)
[2] Tex. Tax Code §26.012(14)
[3] Tex. Tax Code §26.012(13)
[4] Tex. Tax Code §26.012(13)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
8.	**Prior year taxable value, adjusted for actual and potential court-ordered adjustments.** Add Line 3 and Line 7.	$ 5,665,852,359
9.	**Prior year taxable value of property in territory the taxing unit deannexed after Jan. 1, 2024.** Enter the prior year value of property in deannexed territory. [5]	$ 0
10.	**Prior year taxable value lost because property first qualified for an exemption in the current year.** If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in the current year does not create a new exemption or reduce taxable value. **A. Absolute exemptions.** Use prior year market value: ..... $ 17,169,858 **B. Partial exemptions.** Current year exemption amount or current year percentage exemption times prior year value: ..... + $ 18,049,203 **C. Value loss.** Add A and B. [6]	$ 35,219,061
11.	**Prior year taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/ scenic appraisal or public access airport special appraisal in the current year.** Use only properties that qualified for the first time in the current year; do not use properties that qualified in the prior year. **A. Prior year market value:** ..... $ 317,934 **B. Current year productivity or special appraised value:** ..... - $ 973 **C. Value loss.** Subtract B from A. [7]	$ 316,961
12.	**Total adjustments for lost value.** Add Lines 9, 10C and 11C.	$ 35,536,022
13.	**Prior year captured value of property in a TIF.** Enter the total value of the prior year captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the prior year taxes were deposited into the tax increment fund. [8] If the taxing unit has no captured appraised value in line 18D, enter 0.	$ 209,908,699
14.	**Prior year total value.** Subtract Line 12 and Line 13 from Line 8.	$ 5,420,407,638
15.	**Adjusted prior year total levy.** Multiply Line 4 by Line 14 and divide by $100.	$ 35,921,041
16.	**Taxes refunded for years preceding the prior tax year.** Enter the amount of taxes refunded by the taxing unit for tax years preceding the prior tax year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for the prior tax year. This line applies only to tax years preceding the prior tax year. [9]	$ 97,490
17.	**Adjusted prior year levy with refunds and TIF adjustment.** Add Lines 15 and 16. [10]	$ 36,018,531
18.	**Total current year taxable value on the current year certified appraisal roll today.** This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled. [11] **A. Certified values:** ..... $ 6,623,421,577 **B. Counties:** Include railroad rolling stock values certified by the Comptroller's office: ..... + $ **C. Pollution control and energy storage system exemption:** Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property: ..... - $ 0 **D. Tax increment financing:** Deduct the current year captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the current year taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 24 below. [12] ..... - $ 210,055,952 **E. Total current year value.** Add A and B, then subtract C and D.	$ 6,413,365,625

[5] Tex. Tax Code §26.012(15)
[6] Tex. Tax Code §26.012(15)
[7] Tex. Tax Code §26.012(15)
[8] Tex. Tax Code §26.03(c)
[9] Tex. Tax Code §26.012(13)
[10] Tex. Tax Code §26.012(13)
[11] Tex. Tax Code §26.012, 26.04(c-2)
[12] Tex. Tax Code §26.03(c)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
19.	**Total value of properties under protest or not included on certified appraisal roll.** [13]	
	A. Current year taxable value of properties under protest. The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest. [14] ..... $ 264,926,890	
	B. Current year value of properties not under protest or included on certified appraisal roll. The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll. [15] ..... + $ 1,313,334	
	C. Total value under protest or not certified. Add A and B.	$ 266,240,224
20.	**Current year tax ceilings.** Counties, cities and junior colleges enter current year total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in the prior year or a previous year for homeowners age 65 or older or disabled, use this step.[16]	$ 1,090,521,079
21.	**Anticipated contested value.** Affected taxing units enter the contested taxable value for all property that is subject to anticipated substantial litigation. [17] An affected taxing unit is wholly or partly located in a county that has a population of less than 500,000 and is located on the Gulf of Mexico.[18] If completing this section, the taxing unit must include supporting documentation in Section 9.[19] Taxing units that are not affected, enter 0.	$ 0
22.	**Current year total taxable value.** Add Lines 18E and 19C, then subtract Lines 20 and 21.[20]	$ 5,589,084,770
23.	**Total current year taxable value of properties in territory annexed after Jan. 1, of the prior year.** Include both real and personal property. Enter the current year value of property in territory annexed. [21]	$ 10,933
24.	**Total current year taxable value of new improvements and new personal property located in new improvements.** New means the item was not on the appraisal roll in the prior year. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, of the prior year and be located in a new improvement. New improvements **do** include property on which a tax abatement agreement has expired for the current year. [22]	$ 124,923,349
25.	**Total adjustments to the current year taxable value.** Add Lines 23 and 24.	$ 124,934,282
26.	**Adjusted current year taxable value.** Subtract Line 25 from Line 22.	$ 5,464,150,488
27.	**Current year NNR tax rate.** Divide Line 17 by Line 26 and multiply by $100. [23]	$ 0.6591 /$100
28.	**COUNTIES ONLY.** Add together the NNR tax rates for each type of tax the county levies. The total is the current year county NNR tax rate. [24]	$ _____ /$100

SECTION 2: Voter Approval Tax Rate

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. The voter-approval tax rate is split into two separate rates:

1. **Maintenance and Operations (M&O) Tax Rate:** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable percentage allowed by law. This rate accounts for such things as salaries, utilities and day-to-day operations.
2. **Debt Rate:** The debt rate includes the debt service necessary to pay the taxing unit's debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

The voter-approval tax rate for a county is the sum of the voter-approval tax rates calculated for each type of tax the county levies. In most cases the voter-approval tax rate exceeds the no-new-revenue tax rate, but occasionally decreases in a taxing unit's debt service will cause the NNR tax rate to be higher than the voter-approval tax rate.

[13] Tex. Tax Code §26.01(c) and (d)
[14] Tex. Tax Code §26.01(c)
[15] Tex. Tax Code §26.01(d)
[16] Tex. Tax Code §26.012(6)(B)
[17] Tex. Tax Code §§26.012(6)(C) and 26.012(1-b)
[18] Tex. Tax Code §26.012(1-a)
[19] Tex. Tax Code §26.04(d-3)
[20] Tex. Tax Code §26.012(6)
[21] Tex. Tax Code §26.012(17)
[22] Tex. Tax Code §26.012(17)
[23] Tex. Tax Code §26.04(c)
[24] Tex. Tax Code §26.04(d)

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
29.	**Prior year M&O tax rate.** Enter the prior year M&O tax rate.	$ 0.4704 /$100
30.	**Prior year taxable value, adjusted for actual and potential court-ordered adjustments.** Enter the amount in Line 8 of the *No-New-Revenue Tax Rate Worksheet.*	$ 5,665,852,359
31.	**Total prior year M&O levy.** Multiply Line 29 by Line 30 and divide by $100.	$ 26,652,169
32.	**Adjusted prior year levy for calculating NNR M&O rate.**	
	A. M&O taxes refunded for years preceding the prior tax year. Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2024. This line applies only to tax years preceding the prior tax year. + $ 69,212	
	B. Prior year taxes in TIF. Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no current year captured appraised value in Line 18D, enter 0. – $ 924,614	
	C. Prior year transferred function. If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in D below. The taxing unit receiving the function will add this amount in D below. Other taxing units enter 0. +/- $ 0	
	D. Prior year M&O levy adjustments. Subtract B from A. For taxing unit with C, subtract if discontinuing function and add if receiving function. $ -855,402	
	E. Add Line 31 to 32D.	$ 25,796,767
33.	**Adjusted current year taxable value.** Enter the amount in Line 26 of the *No-New-Revenue Tax Rate Worksheet.*	$ 5,464,150,488
34.	**Current year NNR M&O rate (unadjusted).** Divide Line 32E by Line 33 and multiply by $100.	$ 0.4721 /$100
35.	**Rate adjustment for state criminal justice mandate.** [26]	
	A. Current year state criminal justice mandate. Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. $ 0	
	B. Prior year state criminal justice mandate. Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. Enter zero if this is the first time the mandate applies. – $ 0	
	C. Subtract B from A and divide by Line 33 and multiply by $100. $ 0.0000 /$100	
	D. Enter the rate calculated in C. If not applicable, enter 0.	$ 0.0000 /$100
36.	**Rate adjustment for indigent health care expenditures.** [27]	
	A. Current year indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year, less any state assistance received for the same purpose. $ 0	
	B. Prior year indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2023 and ending on June 30, 2024, less any state assistance received for the same purpose. – $ 0	
	C. Subtract B from A and divide by Line 33 and multiply by $100. $ 0.0000 /$100	
	D. Enter the rate calculated in C. If not applicable, enter 0.	$ 0.0000 /$100

[25] [Reserved for expansion]
[26] Tex. Tax Code §26.044
[27] Tex. Tax Code §26.0441

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
37.	**Rate adjustment for county indigent defense compensation.** [28]	
	A. Current year indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, of the prior tax year and ending on June 30,of the current tax year, less any state grants received by the county for the same purpose..... $ 0	
	B. Prior year indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2023 and ending on June 30, 2024, less any state grants received by the county for the same purpose..... $ 0	
	C. Subtract B from A and divide by Line 33 and multiply by $100..... $ 0.0000 /$100	
	D. Multiply B by 0.05 and divide by Line 33 and multiply by $100..... $ 0.0000 /$100	
	E. Enter the lesser of C and D. If not applicable, enter 0.	$ 0.0000 /$100
38.	**Rate adjustment for county hospital expenditures.** [29]	
	A. Current year eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year..... $ 0	
	B. Prior year eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2023 and ending on June 30, 2024..... $ 0	
	C. Subtract B from A and divide by Line 33 and multiply by $100..... $ 0.0000 /$100	
	D. Multiply B by 0.08 and divide by Line 33 and multiply by $100..... $ 0.0000 /$100	
	E. Enter the lesser of C and D, if applicable. If not applicable, enter 0.	$ 0.0000 /$100
39.	**Rate adjustment for defunding municipality.** This adjustment only applies to a municipality that is considered to be a defunding municipality for the current tax year under Chapter 109, Local Government Code. Chapter 109, Local Government Code only applies to municipalities with a population of more than 250,000 and includes a written determination by the Office of the Governor. See Tax Code Section 26.0444 for more information.	
	A. Amount appropriated for public safety in the prior year. Enter the amount of money appropriated for public safety in the budget adopted by the municipality for the preceding fiscal year..... $ 0	
	B. Expenditures for public safety in the prior year. Enter the amount of money spent by the municipality for public safety during the preceding fiscal year..... $ 0	
	C. Subtract B from A and divide by Line 33 and multiply by $100..... $ 0.0000 /$100	
	D. Enter the rate calculated in C. If not applicable, enter 0.	$ 0.0000 /$100
40.	**Adjusted current year NNR M&O rate.** Add Lines 34, 35D, 36D, 37E, and 38E. Subtract Line 39D.	$ 0.4721 /$100
41.	**Adjustment for prior year sales tax specifically to reduce property taxes.** Cities, counties and hospital districts that collected and spent additional sales tax on M&O expenses in the prior year should complete this line. These entities will deduct the sales tax gain rate for the current year in Section 3. Other taxing units, enter zero.	
	A. Enter the amount of additional sales tax collected and spent on M&O expenses in the prior year, if any. Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent..... $ 0	
	B. Divide Line 41A by Line 33 and multiply by $100..... $ 0.0000 /$100	
	C. Add Line 41B to Line 40.	$ 0.4721 /$100
42.	**Current year voter-approval M&O rate.** Enter the rate as calculated by the appropriate scenario below. **Special Taxing Unit.** If the taxing unit qualifies as a special taxing unit, multiply Line 41C by 1.08. **- or -** **Other Taxing Unit.** If the taxing unit does not qualify as a special taxing unit, multiply Line 41C by 1.035.	$ 0.4886 /$100

[28] Tex. Tax Code §26.0442
[29] Tex. Tax Code §26.0443

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
D42.	***Disaster Line 42 (D42):* Current year voter-approval M&O rate for taxing unit affected by disaster declaration.** If the taxing unit is located in an area declared a disaster area and at least one person is granted an exemption under Tax Code Section 11.35 for property located in the taxing unit, the governing body may direct the person calculating the voter-approval tax rate to calculate in the manner provided for a special taxing unit. The taxing unit shall continue to calculate the voter-approval tax rate in this manner until the earlier of: 1) the first year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred; or 2) the third tax year after the tax year in which the disaster occurred. If the taxing unit qualifies under this scenario, multiply Line 41C by 1.08. [30] If the taxing unit does not qualify, do not complete Disaster Line 42 (Line D42).	$ 0.0000 /$100
43.	**Total current year debt to be paid with property taxes and additional sales tax revenue.** Debt means the interest and principal that will be paid on debts that: **(1)** are paid by property taxes; **(2)** are secured by property taxes; **(3)** are scheduled for payment over a period longer than one year; and **(4)** are not classified in the taxing unit's budget as M&O expenses. **A. Debt** also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2021, verify if it meets the amended definition of debt before including it here. [31] Enter debt amount ..... $ 14,624,867 **B.** Subtract **unencumbered fund amount** used to reduce total debt. ..... – $ 1,695,000 **C.** Subtract **certified amount spent from sales tax to reduce debt** (enter zero if none) ..... – $ 0 **D.** Subtract **amount paid** from other resources ..... – $ 0 **E. Adjusted debt.** Subtract B, C and D from A.	$ 12,929,867
44.	**Certified prior year excess debt collections.** Enter the amount certified by the collector. [32]	$ 30,924
45.	**Adjusted current year debt.** Subtract Line 44 from Line 43E.	$ 12,898,943
46.	**Current year anticipated collection rate.** **A.** Enter the current year anticipated collection rate certified by the collector. [33] ..... 101.00 % **B.** Enter the prior year actual collection rate. ..... 100.00 % **C.** Enter the 2023 actual collection rate. ..... 101.00 % **D.** Enter the 2022 actual collection rate. ..... 101.00 % **E.** If the anticipated collection rate in A is lower than actual collection rates in B, C and D, enter the lowest collection rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%. [34]	101.00 %
47.	**Current year debt adjusted for collections.** Divide Line 45 by Line 46E.	$ 12,771,230
48.	**Current year total taxable value.** Enter the amount on Line 22 of the *No-New-Revenue Tax Rate Worksheet.*	$ 5,589,084,770
49.	**Current year debt rate.** Divide Line 47 by Line 48 and multiply by $100.	$ 0.2285 /$100
50.	**Current year voter-approval M&O rate plus current year debt rate.** Add Lines 42 and 49.	$ 0.7171 /$100
D50.	***Disaster Line 50 (D50):* Current year voter-approval tax rate for taxing unit affected by disaster declaration.** Complete this line if the taxing unit calculated the voter-approval tax rate in the manner provided for a special taxing unit on Line D42. Add Line D42 and 49.	$ 0.0000 /$100

[30] Tex. Tax Code §26.042(a)
[31] Tex. Tax Code §26.012(7)
[32] Tex. Tax Code §26.012(10) and 26.04(b)
[33] Tex. Tax Code §26.04(b)
[34] Tex. Tax Code §§26.04(h), (h-1) and (h-2)

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
51.	**COUNTIES ONLY.** Add together the voter-approval tax rates for each type of tax the county levies. The total is the current year county voter-approval tax rate.	$ 0.0000 /$100

SECTION 3: NNR Tax Rate and Voter Approval Tax Rate Adjustments for Additional Sales Tax to Reduce Property Taxes

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its NNR and voter-approval tax rates to offset the expected sales tax revenue.

This section should only be completed by a county, city or hospital district that is required to adjust its NNR tax rate and/or voter-approval tax rate because it adopted the additional sales tax.

Line	Additional Sales and Use Tax Worksheet	Amount/Rate
52.	**Taxable Sales.** For taxing units that adopted the sales tax in November of the prior tax year or May of the current tax year, enter the Comptroller's estimate of taxable sales for the previous four quarters. [35] Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage. Taxing units that adopted the sales tax before November of the prior year, enter 0.	$ 0
53.	**Estimated sales tax revenue.** Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. [36] **Taxing units that adopted the sales tax in November of the prior tax year or in May of the current tax year.** Multiply the amount on Line 52 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95. [37] **- or -** **Taxing units that adopted the sales tax before November of the prior year.** Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	$ 0
54.	**Current year total taxable value.** Enter the amount from Line 22 of the *No-New-Revenue Tax Rate Worksheet.*	$ 5,589,084,770
55.	**Sales tax adjustment rate.** Divide Line 53 by Line 54 and multiply by $100.	$ 0.0000 /$100
56.	**Current year NNR tax rate, unadjusted for sales tax.** [38] Enter the rate from Line 27 or 28, as applicable, on the *No-New-Revenue Tax Rate Worksheet.*	$ 0.6591 /$100
57.	**Current year NNR tax rate, adjusted for sales tax.** **Taxing units that adopted the sales tax in November the prior tax year or in May of the current tax year.** Subtract Line 55 from Line 56. Skip to Line 58 if you adopted the additional sales tax before November of the prior tax year.	$ 0.6591 /$100
58.	**Current year voter-approval tax rate, unadjusted for sales tax.** [39] Enter the rate from Line 50, Line D50 (disaster) or Line 51 (counties) as applicable, of the *Voter-Approval Tax Rate Worksheet.*	$ 0.7171 /$100
59.	**Current year voter-approval tax rate, adjusted for sales tax.** Subtract Line 55 from Line 58.	$ 0.7171 /$100

SECTION 4: Voter Approval Tax Rate Adjustment for Pollution Control

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
60.	**Certified expenses from the Texas Commission on Environmental Quality (TCEQ).** Enter the amount certified in the determination letter from TCEQ. [40] The taxing unit shall provide its tax assessor-collector with a copy of the letter. [41]	$ 0
61.	**Current year total taxable value.** Enter the amount from Line 22 of the *No-New-Revenue Tax Rate Worksheet.*	$ 5,589,084,770
62.	**Additional rate for pollution control.** Divide Line 60 by Line 61 and multiply by $100.	$ 0.0000 /$100

[35] Tex. Tax Code §26.041(d)
[36] Tex. Tax Code §26.041(i)
[37] Tex. Tax Code §26.041(d)
[38] Tex. Tax Code §26.04(c)
[39] Tex. Tax Code §26.04(c)
[40] Tex. Tax Code §26.045(d)
[41] Tex. Tax Code §26.045(i)

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
63.	**Current year voter-approval tax rate, adjusted for pollution control.** Add Line 62 to one of the following lines (as applicable): Line 50, Line D50 (disaster), Line 51 (counties) or Line 59 (taxing units with the additional sales tax).	$ 0.7171 /$100

SECTION 5: Voter Approval Tax Rate Adjustment for Unused Increment Rate

The unused increment rate is the rate equal to the sum of the prior 3 years Foregone Revenue Amounts divided by the current taxable value. [42] The Foregone Revenue Amount for each year is equal to that year's adopted tax rate subtracted from that year's voter-approval tax rate adjusted to remove the unused increment rate multiplied by that year's current total value. [43]

The difference between the adopted tax rate and adjusted voter-approval tax rate is considered zero in the following scenarios:

- a tax year in which a taxing unit affected by a disaster declaration calculates the tax rate under Tax Code Section 26.042; [44]
- a tax year in which the municipality is a defunding municipality, as defined by Tax Code Section 26.0501(a); [45] or
- after Jan. 1, 2022, a tax year in which the comptroller determines that the county implemented a budget reduction or reallocation described by Local Government Code Section 120.002(a) without the required voter approval. [46]

This section should only be completed by a taxing unit that does not meet the definition of a special taxing unit. [47]

Line	Unused Increment Rate Worksheet	Amount/Rate
64.	**Year 3 Foregone Revenue Amount. Subtract the 2024 unused increment rate and 2024 actual tax rate from the 2024 voter-approval tax rate. Multiply the result by the 2024 current total value**	
	A. Voter-approval tax rate (Line 68)	$ 0.6627 /$100
	B. Unused increment rate (Line 67)	$ 0.0160 /$100
	C. Subtract B from A	$ 0.6467 /$100
	D. Adopted Tax Rate	$ 0.6627 /$100
	E. Subtract D from C	$ -0.0160 /$100
	F. 2024 Total Taxable Value (Line 60)	$ 5,449,777,686
	G. Multiply E by F and divide the results by $100. If the number is less than zero, enter zero.	$ 0
65.	**Year 2 Foregone Revenue Amount. Subtract the 2023 unused increment rate and 2023 actual tax rate from the 2023 voter-approval tax rate. Multiply the result by the 2023 current total value**	
	A. Voter-approval tax rate (Line 67)	$ 0.6724 /$100
	B. Unused increment rate (Line 66)	$ 0.0399 /$100
	C. Subtract B from A	$ 0.6325 /$100
	D. Adopted Tax Rate	$ 0.6325 /$100
	E. Subtract D from C	$ 0.0000 /$100
	F. 2023 Total Taxable Value (Line 60)	$ 5,144,004,660
	G. Multiply E by F and divide the results by $100. If the number is less than zero, enter zero.	$ 0
66.	**Year 1 Foregone Revenue Amount. Subtract the 2022 unused increment rate and 2022 actual tax rate from the 2022 voter-approval tax rate. Multiply the result by the 2022 current total value**	
	A. Voter-approval tax rate (Line 67)	$ 0.6971 /$100
	B. Unused increment rate (Line 66)	$ 0.0339 /$100
	C. Subtract B from A	$ 0.6632 /$100
	D. Adopted Tax Rate	$ 0.6572 /$100
	E. Subtract D from C	$ 0.0060 /$100
	F. 2022 Total Taxable Value (Line 60)	$ 4,433,184,219
	G. Multiply E by F and divide the results by $100. If the number is less than zero, enter zero.	$ 265,991
67.	**Total Foregone Revenue Amount.** Add Lines 64G, 65G and 66G	$ 265,991 /$100
68.	**2025 Unused Increment Rate.** Divide Line 67 by Line 22 of the *No-New-Revenue Rate Worksheet*. Multiply the result by 100	$ 0.0047 /$100
69.	**Total 2025 voter-approval tax rate, including the unused increment rate.** Add Line 68 to one of the following lines (as applicable): Line 50, Line 51 (counties), Line 59 (taxing units with additional sales tax) or Line 63 (taxing units with pollution)	$ 0.7218 /$100

[42] Tex. Tax Code §26.013(b)
[43] Tex. Tax Code §§26.013(a)(1-a), (1-b), and (2)
[44] Tex. Tax Code §§26.04(c)(2)(A) and 26.042(a)
[45] Tex. Tax Code §§26.0501(a) and (c)
[46] Tex. Local Gov't Code §120.007(d)
[47] Tex. Local Gov't Code §26.04(c)(2)(B)

SECTION 6: De Minimis Rate

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate, the rate that will raise $500,000, and the current debt rate for a taxing unit. [48]

This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit. [49]

Line	De Minimis Rate Worksheet	Amount/Rate
70.	**Adjusted current year NNR M&O tax rate.** Enter the rate from Line 40 of the *Voter-Approval Tax Rate Worksheet.*	$ 0.4721 /$100
71.	**Current year total taxable value.** Enter the amount on Line 22 of the *No-New-Revenue Tax Rate Worksheet.*	$ 5,589,084,770
72.	**Rate necessary to impose $500,000 in taxes.** Divide $500,000 by Line 71 and multiply by $100.	$ 0.0089 /$100
73.	**Current year debt rate.** Enter the rate from Line 49 of the *Voter-Approval Tax Rate Worksheet.*	$ 0.2285 /$100
74.	**De minimis rate.** Add Lines 70, 72 and 73.	$ 0.0000 /$100

SECTION 7: Voter Approval Tax Rate Adjustment for Emergency Revenue Rate

In the tax year after the end of the disaster calculation time period detailed in Tax Code Section 26.042(a), a taxing unit that calculated its voter-approval tax rate in the manner provided for a special taxing unit due to a disaster must calculate its emergency revenue rate and reduce its voter-approval tax rate for that year.[50]

Similarly, if a taxing unit adopted a tax rate that exceeded its voter-approval tax rate, calculated normally, without holding an election to respond to a disaster, as allowed by Tax Code Section 26.042(d), in the prior year, it must also reduce its voter-approval tax rate for the current tax year. [51]

This section will apply to a taxing unit other than a special taxing unit that:

- directed the designated officer or employee to calculate the voter-approval tax rate of the taxing unit in the manner provided for a special taxing unit in the prior year; and
- the current year is the first tax year in which the total taxable value of property taxable by the taxing unit as shown on the appraisal roll for the taxing unit submitted by the assessor for the taxing unit to the governing body exceeds the total taxable value of property taxable by the taxing unit on January 1 of the tax year in which the disaster occurred or the disaster occurred four years ago.This section will apply to a taxing unit in a disaster area that adopted a tax rate greater than its voter-approval tax rate without holding an election in the prior year.

Note: This section does not apply if a taxing unit is continuing to calculate its voter-approval tax rate in the manner provided for a special taxing unit because it is still within the disaster calculation time period detailed in Tax Code Section 26.042(a) because it has not met the conditions in Tax Code Section 26.042(a)(1) or (2).

Line	Emergency Revenue Rate Worksheet	Amount/Rate
75.	**2024 adopted tax rate.** Enter the rate in Line 4 of the *No-New-Revenue Tax Rate Worksheet.*	$ 0.6627 /$100
76.	**Adjusted 2024 voter-approval tax rate.** Use the taxing unit's Tax Rate Calculation Worksheets from the prior year(s) to complete this line. [52] If a disaster occurred in 2024 and the taxing unit calculated its 2024 voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) of the 2024 worksheet due to a disaster, complete the applicable sections or lines of *Form 50-856-a, Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet.* **- or -** If a disaster occurred prior to 2024 for which the taxing unit continued to calculate its voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) in 2024, complete form 50-856-a, *Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet* to recalculate the voter-approval tax rate the taxing unit would have calculated in 2024 if it had generated revenue based on an adopted tax rate using a multiplier of 1.035 in the years following the disaster. [53] Enter the final adjusted 2024 voter-approval tax rate from the worksheet. **- or -** If the taxing unit adopted a tax rate above the 2024 voter-approval tax rate without calculating a disaster tax rate or holding an election due to a disaster, no recalculation is necessary. Enter the voter-approval tax rate from the prior year's worksheet.	$ 0.0000 /$100
77.	**Increase in 2024 tax rate due to disaster.** Subtract Line 76 from Line 75.	$ 0.0000 /$100
78.	**Adjusted 2024 taxable value.** Enter the amount in Line 14 of the *No-New-Revenue Tax Rate Worksheet.*	$ 5,420,407,638
79.	**Emergency revenue.** Multiply Line 77 by Line 78 and divide by $100.	$ 0
80.	**Adjusted 2024 taxable value.** Enter the amount in Line 26 of the *No-New-Revenue Tax Rate Worksheet.*	$ 5,464,150,488
81.	**Emergency revenue rate.** Divide Line 79 by Line 80 and multiply by $100. [53]	$ 0.0000 /$100

[48] Tex. Tax Code §26.012(8-a)
[49] Tex. Tax Code §26.063(a)(1)
[50] Tex. Tax Code §26.042(b)
[51] Tex. Tax Code §26.042(f)
[52] Tex. Tax Code §26.042(c)
[53] Tex. Tax Code §26.042(b)

Line	Emergency Revenue Rate Worksheet	Amount/Rate
82.	**Current year voter-approval tax rate, adjusted for emergency revenue.** Subtract Line 81 from one of the following lines (as applicable): Line 50, Line D50 (disaster), Line 51 (counties), Line 59 (taxing units with the additional sales tax), Line 63 (taxing units with pollution control) or Line 69 (taxing units with the unused increment rate).	$ 0.7218 /$100

SECTION 8: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

No-new-revenue tax rate. ..... $ 0.6591 /$100
As applicable, enter the current year NNR tax rate from: Line 27, Line 28 (counties), or Line 57 (adjusted for sales tax).
Indicate the line number used: 27

Voter-approval tax rate. ..... $ 0.7218 /$100
As applicable, enter the current year voter-approval tax rate from: Line 50, Line D50 (disaster), Line 51 (counties), Line 59 (adjusted for sales tax), Line 63 (adjusted for pollution control), Line 69 (adjusted for unused increment), or Line 82 (adjusted for emergency revenue).
Indicate the line number used: 69

De minimis rate. ..... $ 0.0000 /$100
If applicable, enter the current year de minimis rate from Line 74.

SECTION 9: Addendum

An affected taxing unit that enters an amount described by Tax Code Section 26.012(6)(C) in line 21 must include the following as an addendum:

1. Documentation that supports the exclusion of value under Tax Code Section 26.012(6)(C); and
2. Each statement submitted to the designated officer or employee by the property owner or entity as required by Tax Code Section 41.48(c)(2) for that tax year.

Insert hyperlinks to supporting documentation:

SECTION 10: Taxing Unit Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the governing body of the taxing unit. By signing below, you certify that you are the designated officer or employee of the taxing unit and have accurately calculated the tax rates using values that are the same as the values shown in the taxing unit's certified appraisal roll or certified estimate of taxable value, in accordance with requirements in the Tax Code. [54]

print here Scott Porter, TAC
Printed Name of Taxing Unit Representative

sign here J. Scott Porter
Taxing Unit Representative

7/29/25
Date

[54] Tex. Tax Code §§26.04(c-2) and (d-2)

City Council Regular Meeting

DEPARTMENT: **Finance**

FROM: **Michael Franklin, Deputy Director of Finance**

MEETING: **August 4, 2025**

SUBJECT:

Receive a report, hold a discussion, and provide staff direction regarding the pursuit of the Texas Comptroller of Public Accounts' Transparency Stars Program, which recognizes local governments for going above and beyond in their transparency efforts. (Staff Contact: Michael Franklin, Deputy Director of Finance)

SUMMARY:

The Texas Comptroller of Public Accounts' Transparency Stars program recognizes local governments for going above and beyond in their transparency efforts. The program recognizes government entities that accomplish the following:

- Open their books not only in their traditional finances, but also in the areas of contracts and procurement, economic development, public pensions, debt obligations, and Open Government and Compliance; and

- Provide clear and meaningful financial information not only by posting financial documents, but also through summaries, visualizations, downloadable data, and other relevant information.

A government entity can apply for one or more Stars, up to a maximum of six. Entities must first receive a Traditional Finances Star, but may apply for Stars in up to five other areas:

- Contracts and Procurement;
- Economic Development;
- Public Pensions;
- Debt Obligations; and
- Open Government and Compliance

The program recognizes the remarkable breadth and depth of information presented for each specific Transparency Star awarded, making each star a prestigious achievement. The Stars stand on their own and are not awarded along a continuum or with an expectation that entities should attain six out of six stars.

Traditionally, the City of Burleson only posted the check register, budget, and annual financial reports on its website. To mitigate security risks and threats, the City began truncating the names of payees on the check register, similar to other recipients of the Transparency Stars. This change allowed us to apply for and receive the Traditional Finances Star, which was successfully awarded to the City on June 30, 2025. In July, we posted all the necessary data on our website for the Debt Obligations Star.

For more detailed information, please refer to the attached Frequently Asked Questions document.

RECOMMENDATION:

Staff recommend that the Council discuss the status of the Texas Comptroller of Public Accounts' Transparency Stars program application and provide direction regarding the next steps in the program.

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

On July 23, 2025, the Policy and Valuation Committee received a report on the progress of the Transparency Stars Program and supported the pursuit of the additional stars in the program.

REFERENCE:

N/A

FISCAL IMPACT:

N/A

STAFF CONTACT:

Michael Franklin
Deputy Director of Finance
mfranklin@burlesontx.com
817-426-9231

Transparency Stars Program

COUNCIL POLICY AND VALUATION COMMITTEE: JULY 23, 2025

Purpose of the Transparency Stars Program

The Texas Comptroller of Public Accounts' Transparency Stars program recognizes local governments for going above and beyond in their transparency efforts. The program recognizes government entities that accomplish the following:

- Open their books not only in their traditional finances, but also in the areas of contracts and procurement, economic development, public pensions, debt obligations, and Open Government and Compliance; and

- Provide clear and meaningful financial information not only by posting financial documents, but also through summaries, visualizations, downloadable data, and other relevant information.

Type of Transparency Stars

You can apply for one or more Stars, up to six. Entities must first receive a Traditional Finances Star, but may apply for Stars in up to five other areas:

- Contracts and Procurement;
- Economic Development;
- Public Pensions;
- Debt Obligations; and
- Open Government and Compliance

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Each Star Stand on Its Own

The program recognizes great breadth and depth in the information presented for each specific Transparency Star awarded, making each star a prestigious achievement. The Stars stand on their own and are not awarded along a continuum or with an expectation that entities should be attaining six out of six stars.

Benefits of Transparency Stars Program

IMPROVE FINANCIAL TRANSPARENCY;

PROVIDE MEANINGFUL FINANCIAL INFORMATION

CENTRALIZE FINANCIAL INFORMATION

REDUCE SECURITY AND THREATS

Traditional Finances Star

Current Transparency Practice

The City of Burleson post on its website the following:

- Check Register
- Budget
- Annual Financial Reports
- All the information to qualify for the traditional star: https://www.burlesontx.com/2748/Transparency-Stars

Reduced Security Risk

Security risk and threats can be reduced by truncating the name of the payee. Comparisons are as follows:

Currently	Proposed
Alan Plummer & Associates	Alan
AssureHire, Inc.	Assur
Brodart Co.	Broda
Classic Chevrolet Buick	Class
Canon Business Solutions	Canon
Lawson Production Inc.	Lawso
Liquid Stone Concrete	Liqui

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Statewide Award Recipients by Star

Star 6: 9

Star 5: 9

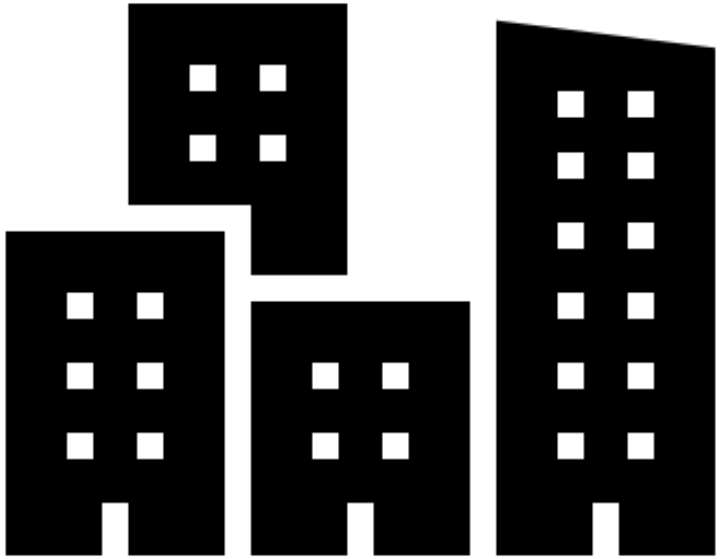
Star 4: 3

Star 3: 12

Star 2 19

Star 1: 37

Award Recipients with 5 Stars



City of Anna

City of Jersey Village

City of Keller

City of Mesquite

City of New Braunfels

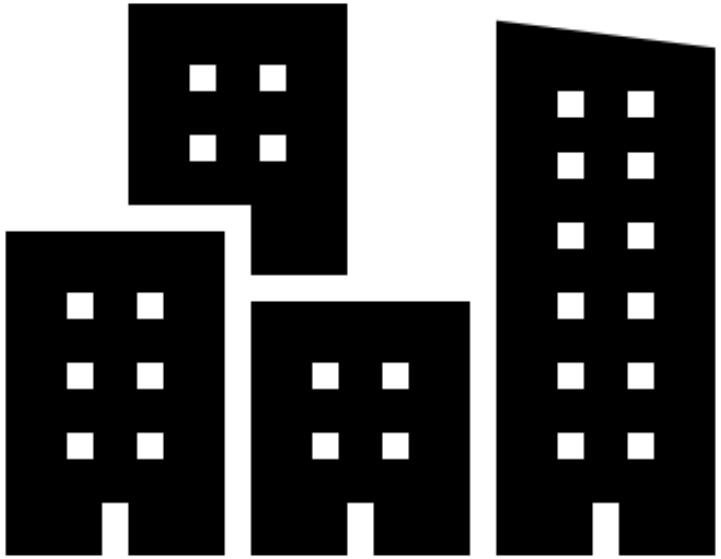
City of Pearland

City of Plano

City of Richardson

City of Shenandoah

Award Recipients with 6 Stars



Town of Addison	City of Arlington	City of College Station
City of Denton	City of Gainesville	City of Lancaster
City of McKinney	City of Round Rock	City of Rowlett

Recommendation

The Policy and Valuation Committee recommends applying for the remaining Transparency Stars.

Questions, Comments & Direction

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June 30, 2025

Michael Franklin
Deputy Director of Finance
City of Burleson
141 W Renfro St.
Burleson, Texas 76028

Dear Mr. Franklin:

I am pleased to inform you that the City of Burleson has earned a Transparency Stars Award in the area of Traditional Finances. Our website now displays your award status and the link you submitted in your application. Enclosed is your Transparency Stars Award Certificate. You will also receive a digital Transparency Stars seal you may post on your website.

Note that you are required to maintain and update your transparency content to retain your Star. Comptroller staff will perform regular checks of your site.

Congratulations on your success in demonstrating exemplary efforts toward financial transparency.

Sincerely,

Glenn Hegar

Enclosure

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Kelly Hancock
Acting Texas Comptroller of Public Accounts

Transparency

Transparency Stars

Debt Obligations Guidelines

Follow the guidelines below and add the required documentation to your entity's website to qualify for a Debt Obligations Transparency Star.

House Bill 1378, passed in the 84th Legislative session, requires public entities to post certain debt information online. The Transparency Stars program recognizes local governments who go beyond legislative requirements in this area by providing debt information in a variety of formats.

Debt Information Summary

Post a summary table or listing separately from audits and financial reports that includes the following items for the most recently completed fiscal year, as well as a narrative overview with explanations of terminology, if applicable, for each:

- Total outstanding debt obligations.
- Tax-supported debt obligations expressed as total and per capita amounts.
- Total revenue-supported debt obligations.
- Total lease-purchase or lease-revenue obligations.
- Historical bond election information that includes date of election, purpose and amount.

You may want to include additional pieces of data that provide context reflective of standards or conventions particular to your entity type. You may use the optional Debt Obligations Summary Form [comptroller.texas.gov/transparency/local/stars/docs/debt-summary.pdf] to complete this section.

Visualizations

Post data visualizations to your website with the following:

- Time trend for last five years showing total outstanding tax-supported and revenue-supported debt.
- Time trend for last five years showing inflation adjusted tax-supported debt per capita or per student.

You may wish to include explanations or subsets of these trends in the visualizations, or post additional visualizations that provide context reflective of standards or conventions particular to your

entity type. See the sidebar for templates you may use to complete required visualizations. The visualizations must be posted on the page itself or linked directly and must be — like all the required information on the transparency page or section — easy to view and to interpret.

Documents

Post the following documents separately from audits and annual financial reports:

- The entity's most recently submitted Local Annual Debt Report, or a document created in compliance with Local Local Government Code Section 140.0048. If your report has been submitted to and approved by the Comptroller's office via the Local Government reporting database you can include the link instead.
- Document containing tax rates for current fiscal year. (This information can also be posted directly to the page.)
- Link(s) to debt information in previous years' adopted budgets dating back five fiscal years.

Downloadable Data

Make the following data available for download in a spreadsheet or other machine-readable format to aid in researching your entity:

- Time trend for total outstanding tax-supported and revenue-supported debt going back at least five complete fiscal years.
- Issue-by-issue listing including principal amount of each outstanding debt obligation.

Other Information

Your transparency site should also include the following:

- Link to Bond Review Board local government debt data.
- Post a statement regarding any upcoming bond elections that includes date, purpose and amount. If there are no scheduled bond elections, please post language to that effect on the page.

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Kelly Hancock
Acting Texas Comptroller of Public Accounts

Transparency

Transparency Stars

Frequently Asked Questions

If you don't see your question addressed below, please contact the Transparency Stars Team [mailto:transparency.stars@cpa.texas.gov].

▼ What is the deadline for the Transparency Star awards?

There are no application deadlines for Transparency Stars. Transparency Stars are granted and maintained on an ongoing basis.

▼ My entity does not have the resources to meet some of the requirements of the Transparency Stars program, but we want to participate. What can we do?

Program participants demonstrate a significant commitment to transparency. Various types of software can be used to meet program requirements. The Comptroller's office does not partner with or endorse vendors for the Transparency Stars program. Our office strives to be of assistance in answering your questions and providing guidance so that any city, county or school district, regardless of resources, can move toward greater transparency.

We offer these tips on compiling a check register:

- In order to meet the check/expense register criteria for Transparency Stars, your entity must post all transactions including electronic ones, not just written checks.
- You may be able to use your accounting software to create expenditure reports that are reusable each month. If not, off-the-shelf accounting software can download transactions from your financial institution once they are completed.
- Your financial institution's website may also allow you to download a spreadsheet detailing all of your entity's monthly transactions.
- Note that employee pay, benefits and withholding amounts are confidential information. These transactions should be aggregated into totals within the check register.

All downloadable data sets must be kept as current as possible. For the Traditional Finances downloadable data requirements, new annual raw format budgets must be posted as soon as they are available, and the check register must always reflect the prior 36 months of activity with the most recent data not more than 90 days old.

In addition, the Comptroller's office has developed a set of templates and forms that may be used in fulfilling the visualization and summary requirements.

▼ This information is already included in my local government's financial documents. Can't we just direct people to the information that's already posted?

No. All summary information should be posted separately from any financial documents from which they are derived. Consolidating this information as a listing or table posted directly to the page or as a clearly labeled link is the most expedient and concise manner in which to do this.

▼ I participated in the Leadership Circle program and have a Leadership Circle emblem displayed on my website. Am I expected to remove the emblem now that the program is retired?

Though transparency achievements made as part of the Leadership Circle program are still relevant, the program and its awards have been discontinued. We ask that Transparency Stars insignia replace, rather than coexist with, Leadership Circle insignia. New program insignia should also replace previous program award insignia upon receipt. If you require rebranded award logos, please contact the Transparency Stars Coordinator [mailto:transparency.stars@cpa.texas.gov] directly.

▼ What is to be included in revenues and expenditures per the Traditional Finances guidelines?

Expenditures include all payments that a local government makes no matter what fund a payment is made from and should mirror the total combined budget.

Expenditures should include:

- all operational expenditures;
- all debt payments;
- all electronic fund transfers;
- all other funds (such as enterprise funds) beyond the general fund (GF); and
- any other payments from any funds of the local government.

Revenues include all sources of revenue that a local government collects through taxes, fees or fines as well as any other sources such as grants, federal or state sources.

▼ Is it acceptable for entities to provide a total monthly payroll amount rather than each individual person's name and monthly check amount in the check register?

Yes, it's ok to aggregate payroll.

▼ Many local governments consider bond proceeds and grants as part of total revenue. Should funds from these sources be included in total revenue?

Yes, these sources must be included in revenues.

▼ Is it acceptable for entities to provide a total monthly payroll amount rather than each individual person's name and monthly check amount in the check register?

Yes, it's ok to aggregate payroll.

▼ Many local governments consider bond proceeds and grants as part of total revenue. Should funds from these sources be included in total revenue?

Yes, these sources must be included in revenues.

▼ I have concerns that greater transparency will possibly open my local government to greater financial risk. Is the Stars program still for me?

Yes, the Comptroller's office is committed to working with entities to ensure that the highest level of transparency is being met while still being conscious of security risks and threats.