



Economic Development Corporation  
(Type A) Agenda

Monday, November 18, 2024  
4:00 PM

City Hall - 141 W. Renfro  
Burleson, TX 76028

1. **CALL TO ORDER**

2. **CITIZENS APPEARANCES**

Each person in attendance who desires to speak to the Board 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 Board. Each speaker will be allowed three minutes to speak.

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

3. **GENERAL**

**A.** Consider approval of the minutes from the October 21, 2024 Economic Development Corporation (Type A) meeting. (*Staff Contact: Monica Solko, Deputy City Secretary*)

**B.** Consider approval of a one-year services contract with the Burleson Area Chamber of Commerce in the amount of \$50,000. (*Staff Contact: Alex Philips, Economic Development Director*)

**C.** Consider approval of an amendment to Resolution 4A081924AnnualBudget by amending the Capital Improvement Plan. (*Staff Contact: Gloria Platt, Director of Finance*)

4. **BOARD REQUESTS FOR FUTURE AGENDA ITEMS OR REPORTS**

5. **RECESS INTO EXECUTIVE SESSION**

In accordance with Chapter 551 of the Texas Government Code, the Board 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 Board may reconvene into open session and take action on posted items.

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

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

**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**

6. **ADJOURN**

**CERTIFICATE**

I hereby certify that the above agenda was posted on this the **13th of November 2024**, 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.

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**Economic Development Corporation (Type A)**

**DEPARTMENT:** City Secretary's Office  
**FROM:** Monica Solko, Deputy City Secretary  
**MEETING:** November 18, 2024

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**SUBJECT:**

Consider approval of the minutes from the October 21, 2024 Economic Development Corporation (Type A) meeting. (*Staff Contact: Monica Solko, Deputy City Secretary*)

**SUMMARY:**

The Burleson 4A Economic Development Corporation Board duly and legally met on October 21, 2024 for a regular meeting.

**RECOMMENDATION:**

- 1) Board 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](mailto:msolko@burlesontx.com)  
817-426-9682

**BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION  
OCTOBER 21, 2024  
DRAFT MINUTES**

**BOARD MEMBERS PRESENT:**

Larry Scott, Place 1  
Phil Anderson, Place 2  
Dan McClendon, President, Place 3  
Alexa Boedeker, Place 4  
Adam Russell, Vice-President, Place 5

**BOARD MEMBERS ABSENT:****Staff present:**

Tommy Ludwig, City Manager  
Eric Oscarson, Deputy City Manager  
Amanda Campos, City Secretary  
Monica Solko, Deputy City Secretary  
Lisandra Lea, Assistant City Secretary  
Matt Ribitzki, Deputy City Attorney

**1. CALL TO ORDER – 4:30 P.M.**

President Dan McClendon called the meeting to order. **Time: 4:30 P.M.**

**2. CITIZEN APPEARANCE**

- No speakers.

**3. GENERAL****A. Minutes from the September 23, 2024 Economic Development Corporation (Type A) meeting. (Staff Contact: Amanda Campos, City Secretary)**

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

Motion passed 5-0.

**B. 4A10212024C&CBurlesonAmend, amendment to the Performance Agreement 4A100223C&CBurleson between the Burluson 4A Economic Development Corporation and C&C Burluson, LLC for a development located at 425 SW Wilshire Blvd. in Burluson, Texas . (Staff Contact: Alex Philips, Economic Development Director)**

Alex Philips, Economic Development Director, presented a resolution to the board.

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

Motion passed 5-0.

- C. 4A10212024LandDesign, minute order for authorization to spend \$68,640 for a professional services agreement for a community park and associated development with Land Design. (Staff Contact: Jen Basham, Director of Parks and Recreation)**

Jen Basham, Director of Parks and Recreation, presented a minute order to the board.

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

Motion passed 5-0.

#### **4. BOARD REQUESTS FOR FUTURE AGENDA ITEMS OR REPORTS**

- None.

#### **5. RECESS INTO EXECUTIVE SESSION**

- A. Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071, Texas Government Code.**
- B. Discussion regarding possible purchase, exchange, lease, or value of real property pursuant to Section 551.072, Texas Government Code.**
- C. Deliberation regarding commercial or financial information received from or the offer of a financial or other incentive made to a business prospect seeking to locate, stay or expand in or near the territory of the City and with which the City is conducting economic development negotiations pursuant to Section 551.087, Texas Government Code.**

No executive session needed.

#### **6. ADJOURNMENT**

There being no further discussion President Dan McClendon adjourned the meeting.

**Time: 4:42 P.M.**

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Monica Solko  
Deputy City Secretary

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## Economic Development Corporation (Type A)

**DEPARTMENT:** Economic Development  
**FROM:** Alex Philips, Economic Development Director  
**MEETING:** November 18, 2024

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**SUBJECT:**

Consider approval of a one-year services contract with the Burleson Area Chamber of Commerce in the amount of \$50,000 (*Staff Contact: Alex Philips, Economic Development Director*)

**SUMMARY:**

The City Council and the Burleson 4A Economic Development Corporation approved the previous years' contract on October 2, 2023.

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

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

Business Retention

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

## Tourism

- BACC will conduct three (3) annual tourism based events in the City of Burleson. Events should focus on attracting visitors from outside the City of Burleson and generate overnight stays in hotels or motels within the city limits of the City of Burleson.
- Advertising for these events should be focus outside of fifty (50) miles from the City of Burleson.
- These events should include The Burleson Honey Tour Bike Ride, The Full Circle Women's Conference and a new event titled Burleson Trail Bike Ride.
- Contractor shall alternate the host location of the Annual Burleson Area Chamber of Commerce Golf Classic to include Hidden Creek Golf Course every other year.

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

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

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

The Burleson Area Chamber of Commerce did meet all the obligations outlined in the previous years' agreement.

### Business Retention

- BACC conducted one hundred (100) meetings with local businesses to gather key business information.
- BACC produced four (4) quarterly reports with business retention findings within thirty (30) days of the end of each quarter.
- BACC did utilize catering services for the annual State of the City Luncheon, and EDC Luncheon events with a business located within the City Limits of the City of Burleson.

### Tourism

- BACC conducted three (3) annual tourism based events in the City of Burleson. Events should focus on attracting visitors from outside the City of Burleson and generate overnight stays in hotels or motels within the city limits of the City of Burleson.
- Advertising for these events should be focus outside of fifty (50) miles from the City of Burleson.
- These events should include The Burleson Honey Tour Bike Ride, The Full Circle Women's Conference and a new event mutually agreed upon with the EDC.
- BACC Golf Tournament was held at Hidden Creek Golf Course

**OPTIONS:**

- 1) Approve as presented
- 2) Deny

**RECOMMENDATION:**

Approve as presented

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

The City Council approved last years' contract at the October 3, 2022 meeting

**FISCAL IMPACT:**

Budgeted: Y

Fund Name: Business Retention / Community HOT/MOT Grant

Full Account #s: 2014201-66046 / 2104202-66077

Amount: \$50,000

**STAFF CONTACT:**

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



# Chamber of Commerce Services Contract Annual Renewal



Item B.

# Burleson Area Chamber of Commerce



- Led by Executive Director, Melissa Miller and Board of Directors comprised of local stakeholders
- City has contracted with BACC each year since 2022
- BACC and EDC work cooperatively on numerous events

# BACC Current Activities



- Quarterly Luncheons
  - Including State of the City and EDC Update
- New Business Ribbon Cuttings
- Member Events
  - Networking, training, etc.
- Small Business Resources
- Community/Tourism Events

# Service Contract 2024 Recap

## Business Retention

- Business retention visits and surveys were conducted with businesses from all industries and sizes in Burleson
  - 91.7% of businesses rated their satisfaction of the Business Environment/Community above average
  - 65.6% of businesses have plans for expansion
  - City services such as permitting (65.2%) and communications (71.5%) both received marks above average satisfaction
  - 89.1% of all business reported an above average satisfaction in doing business in Burleson



## Tourism

- The 23<sup>rd</sup> Annual Honey Tour was held once again over the Memorial Day Holiday
  - 622 riders from all over the State as well as a rider from Mexico
  - Social media ads and billboards promoted the event throughout the State along with flyers distributed widely across the metroplex
  - The BTX Honey Tour Carnival was hosted in conjunction with the ride
- Full Circle Women's Conference
  - The Power of Heels hosted women from all over the metroplex for the event
  - Jen Tordyk of HGTV fame, and local author Christy Beam headlined the event along with six breakout sessions

## Business Retention

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

EDC to collaborate on list of businesses, questions and information to gather at meetings

Deliverables include:

- Contact updates
- Business anniversaries
- Summary of business strengths & key issues
- Growth plans
- Survey statistics

## Tourism

Host three events per year that are focused on drawing in out-of-town visitors and adding to Burleson's quality of life

- 24<sup>th</sup> Honey Tour Bike Ride - Long running bike ride event featuring 7, 20, 30, 46, and 67 mile routes
- Power of Heels Full Circle Women's Conference - Full day event providing inspiration and professional development for women
- BTX Trail Ride - New event featuring a trail ride utilizing Burleson's existing mountain bike trails

# BACC Contract Terms

\$50,000 - total contract price for one year and requires annual City Council approval

- **Business Retention**

\$20,000 annually

This is a 4A expense

- **Tourism**

\$10,000 per event (up to three events)

Reimburses advertising costs beyond 50mi.

In lieu of BACC HOT/MOT grant

This is a HOT/MOT expense

- **Terms**

Produce a quarterly report within 30 days of the end of each quarter

Host annual BACC golf tournament at Hidden Creek Golf Course bi-annually

Utilize Burleson catering for State of the City and EDC Quarterly Luncheons

- **Termination/Breach**

Should BACC not perform, they would be ineligible for any City funding for one year

Either party may terminate with 30 days written notice



# Requested Action

Consider approval of a one-year Services Contract with the Burleson Area Chamber of Commerce in the amount of \$50,000



Approve as presented



Deny

## SERVICE CONTRACT

This **SERVICE AGREEMENT** (“Agreement”) is made and entered into by and between the **CITY OF BURLESON** (the “City”), a home rule municipal corporation situated in portions of Tarrant and Johnson Counties, Texas, the **BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION** (the “EDC”) and **BURLESON AREA CHAMBER OF COMMERCE** (“Contractor”).

### ***WITNESETH:***

**WHEREAS**, City, EDC and Contractor desire to enter into a contract by which Contractor will provide **BUSINESS RETENTION AND TOURISM SERVICES**

**WHEREAS**, City and EDC desire to compensate Contractor for Contractor’s services as provided herein.

**NOW, THEREFORE**, City and EDC hereby engage the services of Contractor, and in consideration of the mutual promises herein contained, the parties agree as follows:

### **1. SCOPE OF SERVICES.**

#### **1.1. Business Retention**

Contractor shall conduct one hundred (100) meetings annually local businesses to gather key business information. The EDC shall collaborate to compile list of businesses and data to gather.

Contractor shall produce four (4) quarterly reports with business retention findings within thirty (30) days of the end of each quarter.

Contractor shall contract catering service for the annual State of the City Luncheon, and EDC Luncheon events with a business located within the City Limits of the City of Burleson.

#### **1.2. Tourism**

Contractor shall conduct three (3) annual tourism based events in the City of Burleson. Events should focus on attracting visitors from outside the City of Burleson and generate overnight stays in hotels or motels within the city limits of the City of Burleson. Advertising for these events should be focus outside of fifty (50) miles from the City of Burleson. These events should include The Burleson Honey Tour Bike Ride, The Full Circle Women’s Conference and the Burleson Trail Bike Ride.

Contractor shall alternate the host location of the Annual Burleson Area Chamber of Commerce Golf Classic to include Hidden Creek Golf Course every other year, beginning in 2023.



## 2. TERM.

The term of this Contract upon execution shall be active until September 30, 2025, and in the amount of \$50,000 over the term of the agreement.

## 3. COMPENSATION.

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

## 4. TERMINATION.

### 4.1. Written Notice.

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

### 4.2 Non-appropriation of Funds.

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

### 4.3 Duties and Obligations of the Parties.

In the event that this Agreement is terminated prior to the termination date, the City shall pay Contractor for services actually rendered or Contractor shall reimburse the City for services paid for but not actually rendered, up to the date of notice of termination.

### 4.4 Failure to Perform

In the event Contractor fails to perform all services within the term of this agreement, Contractor will not be eligible to receive any City or EDC funds for a period of one year.

## 5. INDEMNIFICATION.

**CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONTRACTOR'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS,**

**OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE CONTRACTOR IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.**

**CONTRACTOR AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.**

## **6. MISCELLANEOUS PROVISIONS.**

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

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

**6.3 Government Function Clause.** All parties agree that this contract is one wherein the City is solely performing a governmental function.

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

**6.5 Non-Discrimination Covenant.** Contractor, for itself, its personal representatives, assigns, subcontractors and successors in interest, as part of the consideration herein, agrees that in the performance of Contractor’s duties and obligations hereunder, it shall not discriminate in the treatment or employment of any individual or group of individuals on any basis prohibited by law. If any claim arises from an alleged violation of this non-discrimination covenant by Contractor, its personal representatives, assigns, subcontractors or successors in interest, Contractor agrees to assume such liability and to indemnify and defend the City and hold the City harmless from such claim.

**6.6 Assignment and Subcontracting.** Neither party may assign or subcontract any of its duties, obligations or rights under this Agreement.

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

To CITY:

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

To CONTRACTOR:

Burleson Area Chamber of Commerce  
 Attn: Melissa Miller  
 124 S. Main St. Ste. 228  
 Burleson, Texas 76028

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

**6.9 No Waiver.** The failure of the City or Contractor to insist upon the performance of any term or provision of this Agreement or to exercise any right granted herein shall not constitute a waiver of the City's or Contractor's respective right to insist upon appropriate performance or to assert any such right on any future occasion.

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

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

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

**6.13 Heading Not Controlling.** Headings and titles used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

**6.14 Review of Counsel.** The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or exhibits hereto.

**6.15 Amendment and Modification.** No extension, modification or amendment of this Agreement shall be binding upon a party hereto unless such extension, modification, or amendment is set forth in a written instrument, which is executed by an authorized representative and delivered on behalf of such party.

**6.16 Entirety of Agreement.** This Agreement, including the schedule of exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the City and Contractor, their assigns and successors in interest, as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement.

**6.17 Signature Authority.** The person signing this agreement hereby warrants that he/she has the legal authority to execute this agreement on behalf of the respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. The other party is fully entitled to rely on this warranty and representation in entering into this Agreement.

**6.18 No Waiver of Governmental Immunity.** Nothing contained in this Agreement shall be construed as a waiver of City's governmental immunity, or of any damage caps or limitations imposed by law, or any other legal protections granted to City by law, except to the extent expressly provided or necessarily implied herein.

**6.19 Mandatory Ownership Disclosure Provision.** If required by law, Contractor shall submit completed Texas Ethics Commission Form 1295 Ownership Disclosure form to City at time of execution of Agreement pursuant to Texas Government Code Section 2252.908.

**6.20 Non-Exclusivity.** Agreement is non-exclusive and City may enter into a separate Agreement with any other person or entity for some or all of the work to be performed under Agreement.

**6.21 No Third-Party Beneficiaries.** Except as expressly provided herein, nothing herein is intended to confer upon any person other than the parties hereto any rights, benefits or remedies under or because of this Agreement, provided, however, that the described beneficiaries of the indemnity provisions of this Agreement are expressly intended third-party beneficiaries of this Agreement.

**6.22 Basic Safeguarding of Contractor Information Systems.** Contractor shall apply basic safeguarding requirements and procedures to protect the Contractor's information systems whenever the information systems store, process, or transmit any information, not intended for public release, which is provided by or generated for the City. This requirement does not include information provided by the City to the public or simple transactional information, such as that is necessary to process payments. These requirements and procedures shall include, at a minimum, the security control requirements "reflective of actions a prudent business person would employ" which are outlined in the Federal Acquisition Regulations FAR 52.204-21(b) and codified in the Code of Federal Regulations at 48 C.F.R. § 52.204-21(b) (2016).

**6.23 Survivability.** The terms of this Agreement, which by their nature one would reasonably

intend to survive this Agreement shall survive it, including terms addressing fees and payment, confidentiality, immunity, representations and warranties, limitation of liability, and the applicable miscellaneous sections.

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

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

2. Commercial General Liability insurance, including Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, Interest of Employees as additional insureds, and Broad Form General Liability Endorsements, for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage on an occurrence basis;

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

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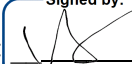
**SIGNATURE PAGE**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement:

**CITY OF BURLESON:**

**BURLESON AREA CHAMBER OF COMMERCE**


By: \_\_\_\_\_  
Tommy Ludwig, City Manager

Signed by:  
By:  \_\_\_\_\_  
Melissa Miller, Executive Director

Date: \_\_\_\_\_

Date: 11/12/2024

**APPROVED AS TO FORM:**

DocuSigned by:  
By:  \_\_\_\_\_  
City Attorney

Item B.

**BURLESON 4A ECONOMIC DEVELOPMENT CORPORATION**

By:

Name: \_\_\_\_\_

Title: Board President

Date: October \_\_\_, 2024

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on September \_\_\_, 2024, by \_\_\_\_\_, known personally by me to be the Board President of the Burleson 4A Economic Development Corporation, on behalf of said entity.

[Notary Seal]

\_\_\_\_\_  
Notary Public, State of Texas

**Exhibit A**

**SCOPE OF SERVICES**

**Business Retention**

Contractor shall conduct one hundred (100) meetings annually local businesses to gather key business information. The EDC shall collaborate to compile list of businesses and data to gather.

Contractor shall produce four (4) quarterly reports with business retention findings within thirty (30) days of the end of each quarter.

Contractor shall contract catering service for the annual State of the City Luncheon, and EDC Luncheon events with a business located within the City Limits of the City of Burleson.

**Tourism**

Contractor shall conduct three (3) annual tourism based events in the City of Burleson. Events should focus on attracting visitors from outside the City of Burleson and generate overnight stays in hotels or motels within the city limits of the City of Burleson. Advertising for these events should be focus outside of fifty (50) miles from the City of Burleson. These events should include The Burleson Honey Tour Bike Ride, The Full Circle Women’s Conference and the Burleson Coffee Walk.

Contractor shall alternate the host location of the Annual Burleson Area Chamber of Commerce Golf Classic to include Hidden Creek Golf Course every other year, beginning in 2023.



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

### OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2024-1223485

Date Filed:  
10/07/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Burleson Area Chamber of Commerce  
BURLESON, TX United States

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

City of Burleson

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

10212024  
Burleson Area Chamber events

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

5 Check only if there is NO Interested Party.

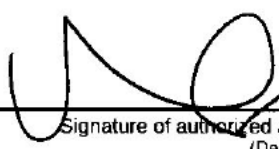
### 6 UNSWORN DECLARATION

My name is Melissa Miller, and my date of birth is [REDACTED]

My address is 872 Valley Ridge Rd., Burleson, TX, 76028, USA  
(street) (city) (state) (zip code) (country)

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

Executed in Johnson County, State of Texas, on the 7 day of October, 2024  
(month) (year)

  
\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)

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**Economic Development Corporation (Type A)**

**DEPARTMENT:** Finance Department  
**FROM:** Gloria Platt, Director of Finance  
**MEETING:** November 18, 2024

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**SUBJECT:**

Consider approval of an amendment to Resolution 4A081924AnnualBudget by amending the Capital Improvement Plan. *(Staff Contact: Gloria Platt, Director of Finance).*

**SUMMARY:**

The 4A Corporation approved their annual budget on August 19, 2024 via Resolution 4A081924AnnualBudget. On September 9, 2024, the Council ratified the 4A budget and approved the final reading of the City's FY 2024-2025 annual budget and capital improvement plan (CIP). The approved budget includes the City's capital improvement plan. Since adopting the budget, staff has prepared recommended updates to the CIP for Board approval.

The addition of HighPoint Expansion Purchase, \$1,742,400, Project WAVE, \$800,000, and West Side Infrastructure, \$500,000. A total of \$3,042,400.

**RECOMMENDATION:**

Staff recommends approval of a resolution amending the five-year Capital Improvement Plan.

**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 and CIP.

**REFERENCE:**

N/A

**FISCAL IMPACT:**

NA

**STAFF CONTACT:**

Gloria Platt  
Director of Finance  
[gplatt@burlesontx.com](mailto:gplatt@burlesontx.com)  
817-426-9883



# FY 2024-2025 CIP Amendment

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PRESENTED TO THE BOARD ON  
NOVEMBER 18, 2024

# CIP Proposed Update

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At the September 9, 2024, Council meeting, the Council approved the FY2024-2025 Annual Budget and Capital Improvement Plan.

Staff has identified and recommended updates to the CIP to complete recommended projects in FY2024-2025

# CIP Proposed Adjustments

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- INCREASE OF \$3,042,400 TO 4A PROJECTS FOR ADDITION OF NEW PROJECTS - HIGH POINT EXPANSION PURCHASE, PROJECT WAVE, AND WEST SIDE INFRASTRUCTURE

<b>4A Projects</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>Total</b>
Alsbury Blvd	\$4,001,277	\$10,000,000				\$14,001,277
Lakewood Drive Extension	\$100,000	\$9,800,000				\$9,900,000
Hooper Business Park Sign		\$200,000				\$200,000
Future Project			\$10,000,000			\$10,000,000
High Point Expansion Purchase	\$1,742,400					\$1,742,400
Project Wave	\$800,000					\$800,000
West Side Infrastructure	\$500,000					\$500,000
<b>Total</b>	<b>\$7,143,677</b>	<b>\$20,000,000</b>	<b>\$10,000,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$37,143,677</b>

# 4A Financial Overview FY 24-25 Budget

	FY 23-24 Year End	FY 24-25 Proposed	FY 25-26 Projected	FY 26-27 Projected	FY 27-28 Projected	FY 28-29 Projected
<b>Beginning Fund Balance</b>	<b>\$ 5,433,397</b>	<b>\$ 6,295,522</b>	<b>\$ 5,744,812</b>	<b>\$ 7,302,026</b>	<b>\$ 7,954,822</b>	<b>\$ 8,006,344</b>
Sales Tax Revenue	\$ 7,421,203	\$ 7,643,839	\$ 7,873,155	\$ 8,109,349	\$ 8,352,630	\$ 8,603,209
Other Revenue	\$ 550,000	\$ 2,751,575	\$ 385,622	\$ 394,941	\$ 404,539	\$ 414,425
<b>Total Revenues</b>	<b>\$ 7,971,203</b>	<b>\$ 10,395,414</b>	<b>\$ 8,258,777</b>	<b>\$ 8,504,290</b>	<b>\$ 8,757,169</b>	<b>\$ 9,017,634</b>
Personnel	\$ 646,727	\$ 741,125	\$ 767,696	\$ 795,281	\$ 823,921	\$ 853,659
Debt Service	\$ 3,218,073	\$ 4,096,133	\$ 4,020,905	\$ 5,617,916	\$ 6,417,335	\$ 6,029,511
Incentives (ED)	\$ 992,500	\$ 4,755,900	\$ 531,827	\$ 32,782	\$ 33,766	\$ 34,778
Other Expenditures	\$ 2,251,778	\$ 1,352,966	\$ 1,381,135	\$ 1,405,515	\$ 1,430,625	\$ 1,456,489
<b>Total Expenditures</b>	<b>\$ 7,109,078</b>	<b>\$ 10,946,124</b>	<b>\$ 6,701,563</b>	<b>\$ 7,851,494</b>	<b>\$ 8,705,647</b>	<b>\$ 8,374,437</b>
Change in Fund Balance	\$ 862,125	\$ (550,710)	\$ 1,557,214	\$ 652,796	\$ 51,522	\$ 643,197
Ending Fund Balance	<b>\$ 6,295,522</b>	<b>\$ 5,744,812</b>	<b>\$ 7,302,026</b>	<b>\$ 7,954,822</b>	<b>\$ 8,006,344</b>	<b>\$ 8,649,541</b>
FB % of Expenditures	88.56%	52.48%	108.96%	101.32%	91.97%	103.29%



# QUESTIONS/COMMENTS

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# Options



Approve as presented or  
with modifications



Deny request

Burleson 4A Economic Development Corporation  
**Resolution**

**WHEREAS**, the Burleson 4A Economic Development Corporation, known as the “Type A Corporation”), incorporated and certified on October 5, 2000, under the authorization of the Development Corporation Act of 1979; and

**WHEREAS**, on August 19, 2024, the Board of Directors (“Board”) of the Type A Corporation approved the budget for Fiscal Year 2024-2025 (the “Budget”) 4A081924AnnualBudget including the 5-year Capital Improvement Plan (CIP); and

**WHEREAS**, the Board desires to amend the 5-year Capital Improvement Plan (CIP) of the 4A Economic Development Corporation for Fiscal Year 2024-2025, and finds the amendments to the CIP will further the purposes of the Type B Corporation.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE BURLESON COMMUNITY SERVICE DEVELOPMENT CORPORATION THAT:**

**Section 1**

The Type A Corporation approves the amendments to the Capital Improvement Plan as attached in Exhibit “A”. Accordingly, this resolution shall take effect immediately after such ratification.

**Section 2**

The Type A Corporation respectfully requests that the City Council ratify this resolution.

Passed and Approved and **SO RESOLVED** this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Signed:

Attest:

\_\_\_\_\_  
President of Type A Corporation

\_\_\_\_\_  
Secretary of the Type A Corporation

## Exhibit "A"

<b>4A Projects</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>Total</b>
Alsbury Blvd	\$4,001,277	\$10,000,000				\$14,001,277
Lakewood Drive Extension	\$100,000	\$9,800,000				\$9,900,000
Hooper Business Park Sign		\$200,000				\$200,000
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Project Wave	\$800,000					\$800,000
West Side Infrastructure	\$500,000					\$500,000
<b>Total</b>	<b>\$7,143,677</b>	<b>\$20,000,000</b>	<b>\$10,000,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$37,143,677</b>